

To access the Agenda and Backup Materials electronically, go to www.gjcity.org



**CITY COUNCIL AGENDA
WEDNESDAY, AUGUST 20, 2014
250 NORTH 5TH STREET
6:30 P.M. – ADMINISTRATION CONFERENCE ROOM
7:00 P.M. – REGULAR MEETING – CITY HALL AUDITORIUM**

To become the most livable community west of the Rockies by 2025

Call to Order
(7:00 P.M.)

Pledge of Allegiance
Moment of Silence

Presentations

July Yard of the Month

Avalon Theatre Foundation Report

Appointments

To the Parks and Recreation Advisory Board

Certificate of Appointment

To the Commission on Arts and Culture

Council Comments

Citizen Comments

Revised August 21, 2014

*** Indicates Changed Item*

**** Indicates New Item*

® Requires Roll Call Vote

***** CONSENT CALENDAR ***®****1. Minutes of the Previous Meetings [Attach 1](#)**

Action: Approve the Summary of the August 4, 2014 Workshop and the Minutes of the August 6, 2014 Regular Meeting

2. Setting a Hearing on Amendments to the Grand Junction Municipal Code Adopting Rules and Regulations Regarding the Possession/Use of Alcohol, Marijuana, and Drug Paraphernalia by a Minor [Attach 2](#)

In 2013, the State legislators modified the possible penalties concerning the possession, consumption, and use of marijuana by anyone, including those under the age of 21 years. The City of Grand Junction passed an ordinance in 2013 to be consistent with those state laws and penalties.

Over this past year, the legislators reviewed again the laws specifically related to minors (persons under 21 years of age) regarding marijuana and alcohol. The State has enacted new laws and this ordinance is proposed to be consistent with the state laws and penalties. In addition, the proposed ordinance will make the penalties for alcohol and marijuana violations for minors the same. Under the present law, a minor is treated more harshly for possessing or consuming alcohol.

Proposed Ordinance Amending Sections 9.04.220, 9.04.230, and 9.04.240 of the Grand Junction Municipal Code Regarding Alcohol, Marijuana, Drug Paraphernalia, and Persons Under the Age of 21 Years

Action: Introduce a Proposed Ordinance and Set a Public Hearing for September 3, 2014

Staff presentation: John Shaver, City Attorney

3. Setting a Hearing on Amending the 12th Street Medical Plaza and Hospice Care Planned Development and Amend the Comprehensive Plan Future Land Use Map, Located at 3030, 3040, 3045, and 3050 N. 13th Street [File #PLD-2014-115 and CPA-2014-116] [Attach 3](#)

Request approval to amend the 12th Street Medical Plaza and Hospice Care Planned Development (HopeWest PD) to include four additional lots, zoning the four lots to PD (Planned Development) with a default zone of B-1 (Neighborhood Business) and also to amend the Comprehensive Plan from Residential Medium

(4 - 8 du/ac) to Business Park Mixed Use for three of the four lots, Located at 3030, 3040, 3045, 3050 N. 13th Street and 3090, 3150 N. 12th Street. The proposed Resolution to amend the Comprehensive Plan will be considered with the second reading of the rezone ordinance.

Proposed Ordinance Amending the 12th Street Medical Plaza and Hospice Care Planned Development to Include Additional Land Area and Zoning the Additional Land Area PD (Planned Development) with a Default B-1 (Neighborhood Business) Zone District to be known as the HopeWest and Primary Care Partners Planned Development, Located at 3030, 3040, 3045, and 3050 N. 13th Street

Action: Introduce a Proposed Ordinance and Set a Public Hearing for September 17, 2014

Staff presentation: Scott D. Peterson, Senior Planner

4. **Outdoor Dining Lease for Mesa Theater and Club, LLC, Located at 538 Main Street** [Attach 4](#)

Mesa Theater and Club, LLC, is purchasing the Mesa Theater property and business located at 538 Main Street from the current owner Mesa Theater and Lounge, LLC. As a new business entity, Mesa Theater and Club, LLC, is requesting a first-time Outdoor Dining Lease for an area measuring 100 square feet directly in front of their building. The Outdoor Dining Lease would permit the business to have a revocable license from the City of Grand Junction to expand their licensed premise and allow alcohol sales in the area. The outdoor dining area comprises the same enclosed sidewalk area that is currently occupied by Mesa Theater Lounge, LLC.

Resolution 26-14 - Approval of the Lease of Sidewalk Right-of-Way for Mesa Theater and Club, LLC to Mesa Theater and Club

®Action: Adopt Resolution 26-14

Presentation: Harry M. Weiss, Downtown Development Authority Executive Director

5. **Mailing Services for City of Grand Junction** [Attach 5](#)

This request is for contract services for regular daily pickup mailing services to be provided for the City of Grand Junction departments/divisions.

Action: Authorize the Purchasing Division to Enter into a Contract with Mail Managers, Inc. to Provide Regular Daily Pickup Mailing Services in the Estimated Annual Amount of \$69,114

Staff presentation: Stephanie Tuin, City Clerk
Jay Valentine, Internal Services Manager

6. **24 ½ Road Deceleration Lane at the Grand Valley Transit Transfer Site**

[Attach 6](#)

This request is to award a construction contract for the road improvements along 24½ Road, north of Patterson Road, at the new Grand Valley Transit transfer site.

Action: Authorize the City Purchasing Division to Enter into a Contract with Sorter Construction of Grand Junction, CO for the 24 ½ Road Deceleration Lane at the Grand Valley Transit Transfer Facility in the Amount of \$84,523

Staff presentation: Greg Lanning, Public Works and Utilities Director
Jay Valentine, Internal Services Manager

***** END OF CONSENT CALENDAR *****

***** ITEMS NEEDING INDIVIDUAL CONSIDERATION *****

7. **Purchase of Digester Mixing System Equipment for the Persigo Wastewater Treatment Plant**

[Attach 7](#)

This request is to approve a sole source purchase of digester mixing equipment from Ovivo USA, LLC, to replace and upgrade 30 year-old mixing equipment at the Persigo Wastewater Treatment Plant. A sole source is required because only one vendor provides this unique equipment.

Action: Authorize the City Purchasing Division to Purchase Vertical Linear Motion Mixing Equipment from Ovivo USA, LLC in the Amount of \$143,335

Staff presentation: Greg Lanning, Public Works and Utilities Director
Jay Valentine, Internal Services Manager

8. Change Order for the 2014 Asphalt Overlay Project[Attach 8](#)

The City has contracted with United Companies for the 2014 Street Overlay. Additional work has been identified to: 1. Repair a section of Highway 50 for CDOT; 2. Repair the bridge approaches along the Riverside Parkway at the Union Pacific Railroad (UPRR) and Highway 50 crossings; and 3. Overlay a section of 15th Street from Orchard Avenue to the Grand Valley Irrigation Company (GVIC) Canal.

Action: Authorize the Purchasing Division to Amend the Contract by Change Order with Oldcastle SW Group, Inc. DBA United Companies in the Amount of \$199,947.25

Staff presentation: Greg Lanning, Public Works and Utilities Director
Jay Valentine, Internal Services Manager

9. Non-Scheduled Citizens & Visitors**10. Other Business****11. Adjournment**

Attach 1

GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY
August 4, 2014 – Noticed Agenda Attached

Meeting Convened: 5:00 p.m. in the City Auditorium

Meeting Adjourned: 7:55 p.m.

Council Members present: All. Staff present: Englehart, Shaver, Moore, Finlayson, Tice, Kovalik, Camper, Watkins, Schoeber, Romero, Hazelhurst, Valentine, Bowman, Meyeraan, Roper, Barker, Machado, Taylor, Daugherty, and Tuin.

City Manager Rich Englehart shared pictures and gave an update on some of the areas around the City which were flooded due to the rains earlier the same day.

Agenda Topic 1. Department Report – Administration and Internal Services

City Manager Englehart reviewed some of the internal and external restructuring that has occurred in the City to get a multifaceted approach to economic development.

Community Development

Deputy City Manager Tim Moore reviewed the organizational chart and gave an overview for Community Development which is a division under Administration. Economic Development has been pulled out of Community Development. Community Development has two functions, Development Services (supports Economic Development goals, customer service/permitting, Planning Commission, development review, partnership and liaison for outside groups including GJEP, the Incubator, Mesa County, and the School District) and Community Services (Comprehensive Plan 5-year review, CDBG program, neighborhood programs, grants management and coordination, community energy efficiency plan implementation, and Urban Trails Committee coordination). There are 13 ½ fulltime employees in Community Development, eight and one-half on the Development side and five on the Community Services side. Deputy City Manager Moore is serving as Director and there are no plans currently to fill a Director position. City Council applauded Deputy City Manager Moore and Staff for all the work in obtaining all of the grants since 2009.

City Council requested that Staff provide them with updates on all of the various Plans that have been adopted in the last few years.

Self Insurance

Risk Manager Dave Roper gave a presentation to Council regarding self-insurance funds. It can reduce insurance costs but requires balancing insurance cost savings with risk by setting sustainable self-insured retentions, keeping loss costs, and keeping inter-fund charges stable

from year to year with adequate loss fund levels. There are currently higher deductibles for workers compensation and property and liability exposures. There are adequate funds available to handle the losses that the City is likely to sustain. They have been keeping track of what the losses are and where they are coming from, not only within the City, but other municipalities so that leading edge of loss control practices are employed such as continuing with the wellness efforts in employee health exposures and safety and property loss prevention in City projects.

Mr. Roper advised Council that staff for self insurance and risk management funds includes himself, one senior administrative assistant, ½ of a Human Resources administrative assistant, and ½ of a City safety coordinator.

Mr. Roper reviewed the total insured values for workers compensation, property and general liability as well as annual claims costs. He also reviewed the self insurance fund balance history and projections. Discussion was held and questions were answered regarding the fund balance history. He advised that future fund challenges are public safety employee presumptive liability laws, access to affordable workers compensation excess insurance (which is required by State law), and the ability to retain the self-insured workers compensation program. He keeps close track of the marketplace for property/liability insurance. There was discussion on the cancer presumptive liability law for firefighters and the heart attack bill which is now a study bill.

Information Technology (IT)

Information Technology Director Jim Finlayson provided Council statistics with how the IT Division has grown since 2008. The comparison included employees, PC's, laptops and tablets, servers, network switches, phone switches, phones, software applications, GIS map layers, and terabytes of data. He reviewed IT's chargeback model. Mr. Finlayson said that most divisions within the City have their own major software application which takes up huge amounts of space on the servers. He also reviewed IT support by department which Police utilizes the most. Mr. Finlayson then reviewed the 2014 amended budget for IT, approved and proposed capital projects, and fund balance projections.

Mr. Finlayson advised that some of the challenges in IT are cyber security (50% of all adults in the United States will have an account hacked in 2014), community public safety support (supporting 911 and hosting all of Mesa County in public safety area), and that IT staff has been stretched to the maximum.

Some opportunities are the technology infrastructure component of the Economic Development Plan and making the best use of all major software systems being used at the City.

Mr. Finlayson answered some questions regarding the number of servers the City is using, why there are so many, and the potential for the City and County to consolidate and share some of the systems.

Fleet

Internal Services Manager Jay Valentine advised Council that the City has 639 total vehicles and units that they maintain and he reviewed what percentages of the values belong to the various departments with the Fire Department having the largest value of equipment. Fleet's goal is to have vehicles and equipment available for use 95% of the time. Mr. Valentine reviewed the number of staff in the Fleet Division.

Mr. Valentine stated that they charge out maintenance costs to the various departments and divisions by equipment type. They have Fleet management software that keeps track of the maintenance costs and Staff's time. Mr. Valentine reviewed the maintenance requirement units for all types of equipment and how many mechanic hours each one requires.

Mr. Valentine compared the benefits of purchasing fleet versus leasing noting the annual fleet accrual amount is much lower than the annual amount of a lease.

Mr. Valentine reviewed the process of fleet replacement which is determined by the fleet replacement committee. He provided a history and a future projection for the fund balance for fleet replacement fund.

City Manager Englehart advised that because of the time, they were moving onto Agenda Item #2 and will complete the Internal Services review at another time.

Agenda Topic 2. Department Report –Visitor and Convention Services/Two Rivers Convention Center

The full Department report will be heard at another time due to the time constraints. The discussion will focus on fees and charges for the Avalon Theatre.

Visitor and Convention Bureau Director Debbie Kovalik advised Council that they will be attending the road show held in Denver the following week. They see their key customers at the road show and always invite them to the Western Slope to get peaches. There will also be representatives from Two Rivers Convention Center there.

Ms. Kovalik outlined the fees and charges for the Avalon Theatre being requested to be added to the City Council meeting agenda for August 20th. The fees that were approved last December covered the existing spaces for the Theatre. There is now additional square footage that is brand new and has never been priced for usage. They are proposing fees that match up to the business plan that was done for the Avalon Theatre. The new fees being proposed include the fees that were approved last December. Ms. Kovalik advised that she will be providing monthly reports to City Manager Englehart and will come back late November or early December with a request for adjustments if necessary. She stated that there is a Grand Opening Committee for the events on September 17th through the 28th. City Council agreed that the fees for Avalon Theatre should be added to the Consent Calendar on the August 20th City Council meeting agenda.

Agenda Topic 3. Board Reports

This item was tabled.

Agenda Topic 4. Other Business

Parks and Recreation Director Rob Schoeber advised Council that Land and Water Conservation Fund is a federally funded program that funnels their money through the States and he has learned that there is some money available for parks and recreation projects this year for a one to one match with grants ranging from \$250,000 to \$500,000. After speaking to a State representative, it was determined that it would be a good fit for Matchett Park and possibly go hand in hand with the Fishing is Fun grant for the fishing pond. However, the application is due Monday, August 11th. If not selected for a grant this year, they will consider the City again next year as there will be more money next year. Mr. Schoeber stated that they were hoping to add the request for a Resolution to apply for the grant to the August 20th City Council meeting agenda. There was discussion about what would be needed first for Matchett Park and where the matching funds would come from. City Council felt that it would be an opportunity worth looking at and asked that the request be placed in the August 20th City Council meeting agenda under Individual Consideration.

With no other business, the meeting adjourned.

**GRAND JUNCTION CITY COUNCIL
WORKSHOP**

**MONDAY, AUGUST 4, 2014, 5:00 P.M.
CITY AUDITORIUM
250 N. 5TH STREET**

To become the most livable community west of the Rockies by 2025

- 1. Department Report – Administration and Internal Services**
- 2. Department Report – Visitor and Convention Services/Two Rivers Convention Center**
- 3. Board Reports**
- 4. Other Business**

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

August 6, 2014

The City Council of the City of Grand Junction convened into regular session on the 6th day of August, 2014 at 7:00 p.m. in the City Auditorium. Those present were Councilmembers Bennett Boeschstein, Martin Chazen, Jim Doody, Duncan McArthur, Sam Susuras, Barbara Traylor Smith, and Council President Phyllis Norris. Also present were City Manager Rich Englehart, City Attorney John Shaver, and City Clerk Stephanie Tuin.

Council President Norris called the meeting to order. Councilmember McArthur led the Pledge of Allegiance, followed by an Invocation by Pastor Joe Gross, Redlands Community Church.

Appointments

Commission on Arts and Culture

Councilmember Chazen moved to appoint Marjorie Haun to the Commission on Arts and Culture for a three year term expiring February 2017. Councilmember Doody seconded the motion. Motion carried by roll call vote.

Riverfront Commission

Councilmember Boeschstein moved to reappoint Brad Taylor, Clifton Sprinkle, Frank Watt, and Karen Jefferson to the Riverfront Commission for three years terms expiring July 2017. Councilmember McArthur seconded the motion. Motion carried by roll call vote.

Council Comments

Councilmember McArthur did not have any comments.

Councilmember Boeschstein said he attended the first meeting of the Western Slope Foreign Affairs Council on August 5th. This is a new organization that was formed to educate people on international events. The speaker was from the State Department and talked about Ukraine. About 150 people attended; it was a wonderful event and it is hoped that the meetings will continue on a monthly basis. He also attended the Business Incubator and Riverview Technology Corporation meeting where they had a number of

presentations. One of the main presentations was by the Department of Energy (DOE) about what they have been doing at the old Atomic Energy Compound. Currently, there are three employers based at the site and it is hoped that more improvements will be made to the property in the future.

Councilmember Chazen went to the Associated Governments in Northwest Colorado (AGNC) meeting in Hayden on July 24th. There were a couple of interesting presentations; one by Jeff Eskelson, Rio Blanco County Commissioner, and Blake Mobley, Rio Blanco Information Technology Director. They spoke on broadband technology and how it was mainly definitional in how different types of broadband are used and how Rio Blanco is using it to solve problems in their small communities. Another discussion was about Roan Plateau; Scott McInnis provided history on the issue going back to the time when he sponsored legislation on the area as a Congressman. AGNC continues to raise awareness at the state and federal level of a potential claw back of funds, with a goal to hold counties and municipalities harmless from any leases returned to the federal government. On July 30th, he attended the Latino Chamber of Commerce; there was a presentation by the Small Business Association on lending and growing small businesses followed by a discussion on economic development. Also, on August 1st, he attended the Forestry Board meeting. They have a very active program of licensing compliance and are continuing to update their policies, training, and plan for their Tree Care workshop.

Councilmember Doody attended the Fire Department's barbeque that celebrated their 125th Anniversary. He also met with Council President Norris and Fire Chief Ken Watkins to discuss the Fire Authority study; progress is being made.

Councilmember Traylor Smith also went to the Fire Department's celebration on August 1st, as well as the Police Department's Badge Pinning and Service Award ceremony on July 22nd. She also attended the volunteer appreciation lunch for St. Mary's Foster Grandparent and Senior Companion programs.

Councilmember Susuras represented the City Council on the Colorado Water Congress Board; they held their regular meeting last week in Denver. Those at the meeting were happy Initiative 89 has been withdrawn from the ballot, as it would have upset 150 years of water law in Colorado.

Council President Norris went to both the Police Department's Badge Pinning and Service Award ceremony and the Fire Department's 125th Anniversary Barbeque. She mentioned how fortunate the City is to have members of those departments make such a positive difference. She also attended the Grand Valley Rural Transit meeting, where the Committee reviewed two grants. One grant would help design a trail from Fruita to Moab; this trail would also connect to Grand Junction. The other grant would help fund bike

paths across Highway 50, which is needed to give school children better access to Orchard Mesa schools.

Citizen Comments

Dennis Simpson, 2306 E. Piazza Place, attended the August 4th City Council Workshop and observed behavior he couldn't believe. Deputy City Manager Tim Moore made a presentation on the areas and functions of the City for which he is responsible. Councilmember Chazen asked Deputy City Manager Moore some questions regarding his presentation. Soon after, Councilmember Susuras jumped into the discussion and stated unequivocally that the City Charter states Council is only able to set policy and he felt Councilmember Chazen's questions were inappropriate. Mr. Simpson admonished Councilmember Susuras, disagreed with Councilmember Susuras's reading of the City Charter, and encouraged the rest of the City Council to ask question during department presentations. He suggested that Councilmember Susuras should issue a public apology.

Bruce Lohmiller, 445 Chipeta Avenue, #25, talked about the statute of limitations in the State of California. He also asked Council to continue to consider his suggestion of allowing camping in Whitman Park.

Consent Calendar

Councilmember Doody read Consent Calendar items #1, #2, and #3 and then moved to adopt the Consent Calendar as read. Councilmember Traylor Smith seconded the motion. Motion carried by roll call vote.

1. Minutes of Previous Meetings

Action: Approve the Summaries of the June 30, 2014, July 14, 2014, and July 21, 2014 Workshops and the Minutes of the July 16, 2014 Regular Meeting

2. Resolution Authorizing the Receipt and Disbursement of Trust Assets form the Heywood Jones Trust

The Heywood Jones Trust named the City as a contingent beneficiary. Recently the Trustee contacted the City in order to disburse the assets in accordance with Mr. Jones' wishes, for museum and library purposes. In order for the City to

receive the distribution the Trustee requires written authorization of the City Council.

Resolution No. 24-14 – A Resolution Authorizing the City Manager to Sign Documents to Receive and Disburse Trust Assets

Action: Adopt Resolution No. 24-14

3. 2014 Proposed Rates and Fees for the Avalon Theatre

This request is to review the proposed 2014 rates and fees for the Avalon Theatre and consider them for presentation at a future formal Council meeting. The newly renovated Avalon Theatre is scheduled to reopen in mid-September 2014. This is the first time these rates have been recommended to Council.

Resolution No. 25-14 – A Resolution Adopting Fees and Charges for Avalon Theatre

Action: Adopt Resolution No. 25-14

Design/Build Interior Lighting Project for Two Rivers Convention Center

The Visitor and Convention Bureau/Two Rivers Convention Center is seeking approval to update and retrofit the existing lighting system for the Colorado River I, Colorado River II, and Gunnison River Ballroom located at Two Rivers Convention Center.

Debbie Kovalik, Visitor and Convention Bureau Director, introduced this item. This is a retrofit and includes Light Emitting Diode (LED) lights. This is a proposal that will significantly decrease energy costs as well as reduce the labor it takes to regularly replace the light bulbs. An LED bulb has a life span of 7 to 10 years. An LED light retrofit was discussed a few years ago, but was not done; a retrofit will now cost less since the cost of LED lights has gone down considerably.

Jay Valentine, Internal Services Manager, addressed the three bids received for this Request for Proposal (RFP). He explained that the recommended bidder did include a 10% contingency which was requested, the other two did not. If a contingency had been included in the other two bids, they would have been higher. If the contingency is not needed, it will not be paid. Once the recommended vendor was selected, the chandeliers were selected and included in the proposal.

Councilmember Traylor Smith asked Mr. Valentine if the others bids included the approved style of chandeliers.

Mr. Valentine explained one bid included a flat bid without the chandeliers specified, they would be able to choose whatever style they wanted. Ms. Kovalik noted the other one bid included a style that did not meet the style specifications in the RFP. She also mentioned the original design used 12 chandeliers at 60 inches wide to adequately light the space, but they were able to reconfigure the design in order to use 45 inch chandeliers that would produce the same amount of light for the area.

Councilmember Boeschstein asked if the cost savings of converting to LED lights had been calculated.

Ms. Kovalik referenced the project report and quoted the annual savings at \$11,805 and the Xcel Energy rebate at \$25,249. She also noted LED lights run cooler, so they anticipate reduced HVAC system costs.

Councilmember Traylor Smith asked about the quality of light emitted from LED lights and how it might affect by those with vision issues.

Stuart Taylor, Two Rivers Convention Center Manager, said LED lights have the same light quality as the sun. These lights will be able to be dimmed, which is usually what event promoters prefer. The dimming is what people with vision issues notice.

Councilmember Chazen asked if the Xcel rebate would be credited in a lump sum. Ms. Kovalik confirmed it would and said they anticipate Xcel to process the credit in 2014.

Councilmember Chazen referred to the listed kilowatt energy savings of 10.5 cents per hour. He then asked if this is an energy savings calculation contracted from the meter on the solar garden. Mr. Valentine stated Two Rivers Convention Center has their own solar system in place and is not on the solar garden.

Councilmember Doody asked Mr. Valentine to explain what a contingency is and why the bid with the contingency was seen as the bid of greatest value for the project. Mr. Valentine defined contingency as an amount, usually a percentage of the projects total cost, that would only be used if the project encountered unforeseen or unexpected circumstances. If the contingency is not needed, it will not be paid to the vendor.

Councilmember Susuras congratulated Ms. Kovalik, Mr. Valentine, and Mr. Taylor for the fine job they did in selecting the best bidder out of the three. He mentioned that this project is an update and retrofit for the north side of Two Rivers Convention Center and asked Ms. Kovalik to explain. Ms. Kovalik explained the configuration and age of the different areas within Two Rivers Convention Center and why the project is only for Exposition Hall, which is the big room in the original 40 year old part of the building. The newer portion, which includes the smaller breakout rooms, called the Creek Rooms, was constructed in 2004 and still has very efficient lighting that works well.

Councilmember Traylor Smith asked City Attorney John Shaver if there would be a cost savings in the City's Workers Compensation rates since the Two Rivers Convention Center Staff will not have to change the lights as much after the upgrade.

City Attorney Shaver said changes like this all factor into the workers compensation experience modifier and this procedure update will be noted in Two River Convention Center next audit.

Councilmember Susuras moved to authorize the City Purchasing Division to enter into a contract with R & A Enterprises of Glenwood Springs, CO to provide new and retrofit interior lighting for the north half of Two Rivers Convention Center Rooms for the bid amount of \$109,996.80. Councilmember Traylor Smith seconded the motion. The motion carried by roll call vote.

Non-Scheduled Citizens & Visitors

There were none.

Other Business

Councilmember McArthur noted the Council appoints various boards and commissions; they are to act autonomously with Council's oversight and support of their efforts. However, the Airport Authority's selection process for the Airport Manager has raised some concerns. Councilmember McArthur asked if the Council would like to look into this further by either questioning or stating a concern to the Airport Authority Board. He also commended Councilmember Susuras on his efforts as the Council representative to this board.

Councilmember Susuras thanked Councilmember McArthur and agreed with his concerns regarding the selection process. Councilmember Susuras asked City Manager Englehart and City Attorney Shaver if this issue should be addressed in an executive session.

City Attorney Shaver answered that the type of action needed would depend on how Council would like to address the issue. Council may contact the Board, either directly or through a representative, and pose the questions to the Board regarding the selection process or, if more detail is required, they may ask the Board to attend an executive session in order to fully discuss the issue. City Attorney Shaver suggested Council discuss how they would like to proceed and then notify City Manager Englehart and himself of their decision.

Councilmember McArthur wanted to clarify he did not want to second guess a board's decisions, he just wanted to express his concerns regarding the Airport Authority's selection process and felt he would be remiss if they were not addressed.

Council President Norris asked when the Council has scheduled their next meeting with the Airport Authority Board.

City Attorney Shaver said the Board does not have a meeting scheduled at this time.

Council President Norris asked Councilmember Susuras, as Council representative for the Airport Authority Board, what preference he had on the type of meeting to be called.

Councilmember Susuras said he had expressed his displeasure to the Board regarding the selected finalist. He felt it would be good to meet with the other two City representatives and Tom Frishe, the At-Large member, and ask them why they choose this individual.

Council President Norris asked City Manager Englehart if it would be possible to set up a meeting soon.

City Manager Englehart said it would be arranged.

Councilmember Susuras mentioned the finalist name is required to be posted for 14 days before the final Board vote, so a meeting would need to be scheduled soon.

Adjournment

The meeting was adjourned at 7:39 p.m.

Stephanie Tuin, MMC
City Clerk



Attach 2

CITY COUNCIL AGENDA ITEM

Date: 07-28-14
 Author: Jamie B. Beard
 Title/ Phone Ext: Assistant City Attorney/4032
 Proposed Schedule: August 20, 2014
 2nd Reading (if applicable):
September 3, 2014
 File # (if applicable): _____

Subject: Amendments to the Grand Junction Municipal Code Adopting Rules and Regulations Regarding the Possession/Use of Alcohol, Marijuana, and Drug Paraphernalia by a Minor
Action Requested/Recommendation: Introduce a Proposed Ordinance and Set a Public Hearing for September 3, 2014
Presenter(s) Name & Title: John Shaver, City Attorney

Executive Summary:

In 2013, the State legislators modified the possible penalties concerning the possession, consumption, and use of marijuana by anyone, including those under the age of 21 years. The City of Grand Junction passed an ordinance in 2013 to be consistent with those state laws and penalties.

Over this past year, the legislators reviewed again the laws specifically related to minors (persons under 21 years of age) regarding marijuana and alcohol. The State has enacted new laws and this ordinance is proposed to be consistent with the state laws and penalties. In addition, the proposed ordinance will make the penalties for alcohol and marijuana violations for minors the same. Under the present law, a minor is treated more harshly for possessing or consuming alcohol.

Background, Analysis and Options:

Last year, the State eliminated the possibility of a minor being incarcerated for possession and/or consumption of marijuana in amounts of 2 ounces or less. The State has now eliminated the possibility of incarceration for possession and/or consumption of alcohol for minors, except in incidences such as driving under the influence. Rather than focusing on penalizing the minor, the focus is geared to educating the minor on the dangers of early use of marijuana and alcohol and to encourage healthy choices through education once the minor is of legal age to consume marijuana and alcohol.

How this item relates to the Comprehensive Plan Goals and Policies:

Goal 1: To implement the Comprehensive Plan in a consistent manner between the City, Mesa County, and other service providers.

The City criminal rules and regulations regarding minors and marijuana will be consistent with those that are applied throughout the County.

Board or Committee Recommendation:

None

Financial Impact/Budget:

Nominal change. Less fines may be collected, but administrative costs will also be reduced with less supervision required for the sentencing requirements.

Legal issues:

The City Attorney has prepared the ordinance, reviewed, and approved the proposed amendments.

Other issues:

None

Previously presented or discussed:

This has not previously been presented or discussed

Attachments:

Exhibit A - Illustrated Changes to GJMC Sections 9.04.220, 9.04.230, and 9.04.240
Proposed Ordinance

EXHIBIT A

The following is an illustration of proposed changes. Items deleted are shown with a strikethrough. Items added are shown underlined.

9.04.220 Purchase, possession, consumption or sale of alcohol by or to persons under the age of 21.

(a) Definitions.

(1) *Alcoholic beverage*, as used in this section, shall mean any vinous, spirituous or malt liquor and/or any fermented malt beverage, including 3.2 percent beer, of any kind and in any quantity.

(2) *Minor*, as used in this section and sections 9.04.230 and 9.04.240, is a person under the age of 21 years.

(3) “Conviction of a second offense, third offense or subsequent offense” shall mean a conviction for violating this section, section 9.04.230, or section 9.04.240 or any combination of these three sections on more than one occasion.

(b) Providing Alcohol to Minor.

(1) It shall be unlawful for any person to knowingly sell, serve, give away, dispose of, exchange or deliver, or to permit the sale, serving, giving or procuring of any alcoholic beverage to or for anyone under the age of 21 years.

(2) It shall be unlawful for any person to knowingly permit any person under the age of 21 years to violate subsections (c)(1), (c)(2) or (d) of this section.

(c) Purchase of Alcohol by Minor.

(1) It shall be unlawful for any person under the age of 21 years to obtain or attempt to obtain any alcoholic beverage by misrepresentation of age or any other method in any place selling or providing alcoholic beverages.

(2) It shall be unlawful for any person under the age of 21 years to purchase any alcoholic beverage.

(d) Possession or Consumption of Alcohol by Minor. It shall be unlawful for a person under the age of 21 years to possess or consume any alcoholic beverage.

(e) Defenses, Exceptions.

(1) It shall be an affirmative defense to any violation of this section that the person under the age of 21 years was participating in a religious ceremony or practice, or was participating in a supervised and bona fide investigation conducted by a law enforcement agency, or that the conduct was permitted by Articles 46 and/or 47 of Title 12, Colorado Revised Statutes.

(2) Nothing in this section shall prohibit any person under the age of 21 from possessing or consuming any alcoholic beverage in the ~~if own residence~~ home of the minor's parent(s) or legal guardian with the knowledge and permission of, and in the presence and under the supervision of, the ~~if minor's natural~~ parent(s) or legal guardian, nor to prohibit any ~~natural~~ parent or legal guardian from providing any alcoholic beverage to their minor child(ren) in their own residence.

(3) It shall be an affirmative defense if the minor establishes the following:

(i) The minor called 911 and reported in good faith that another minor person was in need of medical assistance due to alcohol or marijuana consumption;

(ii) The minor provided the minor's name to the 911 operator;

(iii) The minor was the first person to make the 911 report; and

(iv) After making the 911 call, the minor remained on the scene with the other minor person needing medical assistance until the assistance arrived and cooperated with medical assistance or law enforcement personnel on the scene.

(f) Evidence.

(1) Prima facie evidence of a violation of this section shall consist of:

(i) Evidence that the person is under 21 years of age and possessed or consumed an alcoholic beverage anywhere in the City; or

(ii) Evidence that the person was under the age of 21 years and manifested any of the characteristics commonly associated with intoxication or impairment from consuming an alcoholic beverage anywhere in the City.

(2) During any trial for a violation of this section, any bottle, can, or any other container with labeling indicating the contents of such bottle, can, or container shall be admissible into evidence, and the information contained on any such label on such bottle, can, or other container shall be admissible into evidence and shall not constitute hearsay. A label which identifies the contents of any bottle, can, or other container as "beer," "ale," "malt beverage," "fermented malt," "malt liquor," "wine," "champagne," "whiskey" or "whisky," "gin," "vodka," "tequila," "schnapps," "brandy," "cognac," "liqueur," "cordial," "rum," "alcohol," or "liquor" shall constitute prima facie evidence that the contents of the bottle, can, or other container was composed in whole or in part of alcohol.

(fg) Penalties.

(1) Each violation of subsection (b)(1) or (b)(2) of this section (providing alcohol to a minor) shall be punishable by a fine of up to \$1,000, useful public service, up to 30 days in jail, or any combination thereof, in the discretion of the Court.

~~(2) Each violation of subsection (c)(1), (c)(2) or (d) of this section (purchase, possession or consumption of alcohol by a minor) shall be punishable as follows: by useful public service, suspension of driver's license, alcohol education classes, alcohol evaluation and treatment, fines, or any combination of these in the discretion of the Court, subject to the following:~~

~~(i) Upon conviction of a first offense, the court shall sentence the minor to a fine of not more than \$100.00, or the court shall order the minor to complete a substance abuse education program, or both. Useful public service of no less than 24 hours for any single offense shall be imposed.~~

~~(ii) Upon conviction of a second offense, the court shall sentence the minor to a fine of not more than \$100.00, and the court shall order the minor to:~~

~~a. Complete a substance abuse education program;~~

~~b. If determined necessary and appropriate, submit to a substance abuse assessment and complete any treatment recommended by the assessment; and~~

~~c. Perform up to 24 hours of useful public service.~~

~~Driver's license shall be suspended for a period of three months for a first offense and up to one year for subsequent offenses.~~

~~(iii) Upon conviction of a third or subsequent offense, the court shall sentence the minor to a fine of up to \$250.00 and the court shall order the minor to:~~

~~a. Submit to a substance abuse assessment and complete any treatment recommended by the assessment;~~

~~b. Perform up to thirty-six hours of useful public service.~~

~~for a first offense, up to \$500.00 for a second offense and up to \$1,000 for a third offense may be imposed. Fines may be suspended on the condition of timely completion of useful public service and alcohol classes or treatment. This subsection (f)(2)(iii) shall not limit the discretion of the Court to suspend fines for other reasons it deems appropriate. It is the intention of the City Council in adopting this subsection (f)(2)(iii) to establish a preference for useful public service, alcohol education and/or treatment over fines.~~

~~(3) Each violation of subsection (c)(1), (c)(2) or (d) of this section (purchase, possession or consumption of alcohol by a minor) by a person who is 18 years of age or older may be punishable by up to 30 days in jail, in combination with or in lieu of any penalties set forth in subsection (f)(2) of this section in the discretion of the Court.~~

~~(4) "First offense," "second offense," "third offense" and further offenses shall be defined as including any prior municipal alcohol or drug related possession or consumption offense(s).~~

~~(5) Aggravating factors for sentence enhancement include but shall not be limited to the following factor(s):~~

~~(i) Prior conviction(s) for minor in possession or consumption of alcohol or marijuana;~~

~~(ii) Prior conviction(s) for possession, consumption, or distribution of alcohol or other unlawful drugs (including prescription drugs);~~

~~(iii) Prior conviction(s) for driving under the influence of alcohol, driving while impaired by alcohol and other motor vehicle offense(s) involving the use of alcohol and drugs; and~~

~~(iv) Lack of cooperation by the defendant, including poor attitude and/or aggressive or hostile demeanor.~~

9.04.230 Purchase, possession, consumption of marijuana by persons under the age of 21.

(a) It shall be unlawful for any person under the age of 21 years to purchase, transfer, dispense, or possess two ounces or less of marijuana, and/or to consume any quantity of marijuana, except as allowed for medicinal purposes.

~~(b) It shall be unlawful for any person under the age of 21 years to openly and publicly display, consume, or use two ounces or less of marijuana.~~

~~(c) **Defense, exception.** It shall be an affirmative defense if the minor establishes the following:~~

~~(1) The minor called 911 and reported in good faith that another minor person was in need of medical assistance due to alcohol or marijuana consumption;~~

~~(2) The minor provided the minor's name to the 911 operator;~~

~~(3) The minor was the first person to make the 911 report; and~~

~~(4) After making the 911 call, the minor remained on the scene with the other minor person needing medical assistance until the assistance arrived and cooperated with medical assistance or law enforcement personnel on the scene.~~

~~(d) **Evidence.**~~

~~(1) Prima facie evidence of a violation of this section shall consist of:~~

~~(i) Evidence that the person is under 21 years of age and possessed or consumed marijuana anywhere in the City; or~~

~~(ii) Evidence that the person was under the age of 21 years and manifested any of the characteristics commonly associated with intoxication or impairment from consuming marijuana anywhere in the City.~~

(2) During any trial for a violation of this section, any bottle, can, or any other container with labeling indicating the contents of such bottle, can, or container shall be admissible into evidence, and the information contained on any such label on such bottle, can, or other container shall be admissible into evidence and shall not constitute hearsay. A label which identifies the contents of any bottle, can, or other container as "marijuana," "marihuana," "cannabis," "cannabinoid," "tetrahydrocannabinol," or "THC" shall constitute prima facie evidence that the contents of the bottle, can, or other container was composed in whole or in part of marijuana.

(ee) Penalties. Each violation of subsection (a) or (b) of this section shall be punishable as follows

(1) Upon conviction of a first offense of either subsection, the court shall sentence the minor to a fine of not more than \$100.00, or the court shall order the minor to complete a substance abuse education program, or both.

(2) Upon conviction of a second offense of either subsection, the court shall sentence the minor to a fine of not more than \$100.00, and the court shall order the minor to:

(i) Complete a substance abuse education program;

(ii) If determined necessary and appropriate, submit to a substance abuse assessment and complete any treatment recommended by the assessment; and

(iii) Perform up to 24 hours of useful public service.

(3) Upon conviction of a third or subsequent offense of either subsection, the court shall sentence the minor to a fine of up to \$250.00 and the court shall order the minor to:

(i) Submit to a substance abuse assessment and complete any treatment recommended by the assessment;

(ii) Perform up to thirty-six hours of useful public service.

~~(1) Each violation of subsection (a) of this section shall be punishable by a fine up to \$100.00. At the discretion of the Court, the fine may be suspended as the Court deems appropriate with completion of drug education and/or treatment.~~

~~(2) Each violation of subsection (b) of this section shall be punishable by a fine up to \$100.00 and up to 24 hours of useful public service. At the discretion of the Court, the fine and useful public service may be suspended as the Court deems appropriate with completion of drug education and/or treatment.~~

9.04.240 Possession and purchase of drug paraphernalia by persons under the age of 21 years.

(a) It shall be unlawful for any person under the age of 21 years to knowingly purchase or possess drug paraphernalia.

(b) *Drug paraphernalia* as used in this section shall mean all equipment, products, and materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing marijuana into the human body ~~in violation of this section~~, including but not limited to:

- (1) Testing equipment used, intended for use, or designed for use in identifying or in analyzing the strength, effectiveness, or purity of marijuana ~~in violation of this section~~;
- (2) Scales and balances used, intended for use, or designed for use in weighing or measuring marijuana ~~in violation of this section~~;
- (3) Separation gins or sifters used, intended for use, or designed for use in removing twigs and seeds from or in otherwise cleaning or refining marijuana ~~in violation of this section~~;
- (4) Blenders, bowls, containers, spoons, and mixing devices used, intended for use, or designed for use in compounding marijuana with other substances, including but not limited to foods;
- (5) Capsules, balloons, envelopes and other containers used, intended for use, or designed for use in packaging small quantities of marijuana;
- (6) Containers and other objects used, intended for use, or designed for use in storing or concealing marijuana; or
- (7) Objects used, intended for use, or designed for use in ingesting, inhaling, or otherwise introducing marijuana into the human body, such as:
 - (i) Metal, wooden, acrylic, glass, stone, plastic, or ceramic pipes with or without screens, permanent screens, hashish heads, or punctured metal bowls;
 - (ii) Water pipes;
 - (iii) Carburetion tubes and devices;
 - (iv) Smoking and carburetion masks;
 - (v) Roach clips, meaning objects used to hold a burning marijuana cigarette that has become too small or too short to be held in the hand;
 - (vi) Chamber pipes;
 - (vii) Carburetor pipes;
 - (viii) Electric pipes;
 - (ix) Air-driven pipes;

- (x) Chillums;
- (xi) Bongs;
- (xii) Ice pipes or chillers.

(c) In determining whether an object is drug paraphernalia, a court, in its discretion, may consider, in addition to all other relevant factors, the following:

- (1) Statements by the owner or by anyone in control of the object concerning its use;
- (2) The proximity of the object to marijuana;
- (3) The existence of any residue of marijuana on the object;
- (4) Direct or circumstantial evidence of the knowledge of an owner, or of anyone in control of the object, or evidence that such person unreasonably should know, that it will be delivered to persons who he knows or reasonably should know, could use the object to facilitate a violation of this section;
- (5) Instructions, oral or written, provided with the object concerning its use, which shall be admissible and shall not constitute hearsay;
- (6) Descriptive materials accompanying the object which explain or depict its use, which shall be admissible and shall not constitute hearsay;
- ~~(7) National or local advertising concerning its use, which shall be admissible and shall not constitute hearsay;~~
- (8) The manner in which the object is displayed;
- (9) Whether the owner, or anyone in control of the object, is a supplier of like or related items to the community for legal purposes, such as an authorized distributor or dealer of tobacco products;
- (10) The existence and scope of legal uses for the object in the community;
- (11) Expert testimony concerning its use.

(d) In the event a case brought pursuant to this section is tried before a jury, the Court shall hold an evidentiary hearing on issues raised pursuant to this section. Such hearing shall be conducted in camera.

(e) **Defense, exception.** It shall be an affirmative defense if the minor establishes the following:

- (1) The minor called 911 and reported in good faith that another minor person was in need of medical assistance due to alcohol or marijuana consumption;

(2) The minor provided the minor's name to the 911 operator;

(3) The minor was the first person to make the 911 report; and

(4) After making the 911 call, the minor remained on the scene with the other minor person needing medical assistance until the assistance arrived and cooperated with medical assistance or law enforcement personnel on the scene.

(fe) Penalties.- Each violation of this section shall be punishable as follows

(1) Upon conviction of a first offense of either subsection, the court shall sentence the minor to a fine of not more than \$100.00, or the court shall order the minor to complete a substance abuse education program, or both.

(2) Upon conviction of a second offense of either subsection, the court shall sentence the minor to a fine of not more than \$100.00, and the court shall order the minor to:

(i) Complete a substance abuse education program;

(ii) If determined necessary and appropriate, submit to a substance abuse assessment and complete any treatment recommended by the assessment; and

(iii) Perform up to 24 hours of useful public service.

(3) Upon conviction of a third or subsequent offense of either subsection, the court shall sentence the minor to a fine of up to \$250.00 and the court shall order the minor to:

(i) Submit to a substance abuse assessment and complete any treatment recommended by the assessment;

(ii) Perform up to thirty-six hours of useful public service.

Any person who violates this section shall be punished by a fine of not more than \$100.00.

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 9.04.220, 9.04.230, AND 9.04.240 OF THE GRAND JUNCTION MUNICIPAL CODE REGARDING ALCOHOL, MARIJUANA, DRUG PARAPHERNALIA, AND PERSONS UNDER THE AGE OF 21 YEARS

RECITALS:

The City Council of the City of Grand Junction has reviewed and approved changes to Sections 9.04.220, 9.04.230, and 9.04.240 of the City of Grand Junction's Code of Ordinances relating to possession, consumption, transferring, dispensing and use of alcohol, two ounces or less of marijuana, and/or drug paraphernalia by persons under the age of 21 years within the City. The City Council found the changes as proposed are beneficial to the health, safety, and welfare of the citizens of the community.

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

Sections 9.04.220, 9.04.230, and 9.04.240 of the Grand Junction Municipal Code are hereby amended as follows:

9.04.220 Purchase, possession, consumption or sale of alcohol by or to persons under the age of 21.

(a) Definitions.

- (1) *Alcoholic beverage*, as used in this section, shall mean any vinous, spirituous or malt liquor and/or any fermented malt beverage, including 3.2 percent beer, of any kind and in any quantity.
- (2) *Minor*, as used in this section and sections 9.04.230 and 9.04.240, is a person under the age of 21 years.
- (3) "Conviction of a second offense, third offense or subsequent offense" shall mean a conviction for violating this section, section 9.04.230, section 9.04.240, or any combination of these three sections on more than one occasion, or convictions of any other drug or alcohol violation(s) in this court or any other court.

(b) Providing Alcohol to Minor.

- (1) It shall be unlawful for any person to knowingly sell, serve, give away, dispose of, exchange or deliver, or to permit the sale, serving, giving or procuring of any alcoholic beverage to or for anyone under the age of 21 years.
- (2) It shall be unlawful for any person to knowingly permit any person under the age of 21 years to violate subsections (c)(1), (c)(2) or (d) of this section.

(c) **Purchase of Alcohol by Minor.**

(1) It shall be unlawful for any person under the age of 21 years to obtain or attempt to obtain any alcoholic beverage by misrepresentation of age or any other method in any place selling or providing alcoholic beverages.

(2) It shall be unlawful for any person under the age of 21 years to purchase any alcoholic beverage.

(d) **Possession or Consumption of Alcohol by Minor.** It shall be unlawful for a person under the age of 21 years to possess or consume any alcoholic beverage.

(e) **Defenses, Exceptions.**

(1) It shall be an affirmative defense to any violation of this section that the person under the age of 21 years was participating in a religious ceremony or practice, or was participating in a supervised and bona fide investigation conducted by a law enforcement agency, or that the conduct was permitted by Articles 46 and/or 47 of Title 12, Colorado Revised Statutes.

(2) Nothing in this section shall prohibit any person under the age of 21 from possessing or consuming any alcoholic beverage in the residence of the minor's parent(s) or legal guardian with the knowledge and permission of, and in the presence and under the supervision of, the minor's parent(s) or legal guardian, nor to prohibit any parent or legal guardian from providing any alcoholic beverage to their minor child(ren) in their own residence.

(3) It shall be an affirmative defense if the minor establishes the following:

(i) The minor called 911 and reported in good faith that another minor person was in need of medical assistance due to alcohol or marijuana consumption;

(ii) The minor provided the minor's name to the 911 operator;

(iii) The minor was the first person to make the 911 report; and

(iv) After making the 911 call, the minor remained on the scene with the other minor person needing medical assistance until the assistance arrived and cooperated with medical assistance or law enforcement personnel on the scene.

(f) **Evidence.**

(1) Prima facie evidence of a violation of this section shall consist of:

(i) Evidence that the person is under 21 years of age and possessed or consumed an alcoholic beverage anywhere in the City; or

(ii) Evidence that the person was under the age of 21 years and manifested any of the characteristics commonly associated with intoxication or impairment from consuming an alcoholic beverage anywhere in the City.

(2) During any trial for a violation of this section, any bottle, can, or any other container with labeling indicating the contents of such bottle, can, or container shall be admissible into evidence, and the information contained on any such label on such bottle, can, or other container shall be admissible into evidence and shall not constitute hearsay. A label which identifies the contents of any bottle, can, or other container as "beer," "ale," "malt beverage," "fermented malt," "malt liquor," "wine," "champagne," "whiskey" or "whisky," "gin," "vodka," "tequila," "schnapps," "brandy," "cognac," "liqueur," "cordial," "rum," "alcohol," or "liquor" shall constitute prima facie evidence that the contents of the bottle, can, or other container was composed in whole or in part of alcohol.

(g) Penalties.

(1) Each violation of subsection (b)(1) or (b)(2) of this section (providing alcohol to a minor) shall be punishable by a fine of up to \$1,000, useful public service, up to 30 days in jail, or any combination thereof, in the discretion of the Court.

(2) Each violation of subsection (c)(1), (c)(2) or (d) of this section (purchase, possession or consumption of alcohol by a minor) shall be punishable as follows:

(i) Upon conviction of a first offense, the court shall sentence the minor to a fine of not more than \$100.00, or the court shall order the minor to complete a substance abuse education program, or both. (ii) Upon conviction of a second offense, the court shall sentence the minor to a fine of not more than \$100.00, and the court shall order the minor to:

- a. Complete a substance abuse education program;
- b. If determined necessary and appropriate, submit to a substance abuse assessment and complete any treatment recommended by the assessment; and
- c. Perform up to 24 hours of useful public service.

(ii) Upon conviction of a third or subsequent offense, the court shall sentence the minor to a fine of up to \$250.00 and the court shall order the minor to:

- a. Submit to a substance abuse assessment and complete any treatment recommended by the assessment;
- b. Perform up to thirty-six hours of useful public service.

9.04.230 Purchase, possession, consumption of marijuana by persons under the age of 21.

(a) It shall be unlawful for any person under the age of 21 years to purchase, transfer, dispense, or possess two ounces or less of marijuana, and/or to consume any quantity of marijuana, except as allowed for medicinal purposes.

(b) It shall be unlawful for any person under the age of 21 years to openly and publicly display, consume, or use two ounces or less of marijuana.

(c) **Defense, exception.** It shall be an affirmative defense if the minor establishes the following:

(1) The minor called 911 and reported in good faith that another minor person was in need of medical assistance due to alcohol or marijuana consumption;

(2) The minor provided the minor's name to the 911 operator;

(3) The minor was the first person to make the 911 report; and

(4) After making the 911 call, the minor remained on the scene with the other minor person needing medical assistance until the assistance arrived and cooperated with medical assistance or law enforcement personnel on the scene.

(d) **Evidence.**

(1) Prima facie evidence of a violation of this section shall consist of:

(i) Evidence that the person is under 21 years of age and possessed or consumed marijuana anywhere in the City; or

(ii) Evidence that the person was under the age of 21 years and manifested any of the characteristics commonly associated with intoxication or impairment from consuming marijuana anywhere in the City.

(2) During any trial for a violation of this section, any bottle, can, or any other container with labeling indicating the contents of such bottle, can, or container shall be admissible into evidence, and the information contained on any such label on such bottle, can, or other container shall be admissible into evidence and shall not constitute hearsay. A label which identifies the contents of any bottle, can, or other container as "marijuana," "marihuana," "cannabis," "cannabinoid," "tetrahydrocannabinol," or "THC" shall constitute prima facie evidence that the contents of the bottle, can, or other container was composed in whole or in part of marijuana.

(e) **Penalties.** Each violation of subsection (a) or (b) of this section shall be punishable as follows

(1) Upon conviction of a first offense of either subsection, the court shall sentence the minor to a fine of not more than \$100.00, or the court shall order the minor to complete a substance abuse education program, or both.

(2) Upon conviction of a second offense of either subsection, the court shall sentence the minor to a fine of not more than \$100.00, and the court shall order the minor to:

- (i) Complete a substance abuse education program;
- (ii) If determined necessary and appropriate, submit to a substance abuse assessment and complete any treatment recommended by the assessment; and
- (iii) Perform up to 24 hours of useful public service.

(3) Upon conviction of a third or subsequent offense of either subsection, the court shall sentence the minor to a fine of up to \$250.00 and the court shall order the minor to:

- (i) Submit to a substance abuse assessment and complete any treatment recommended by the assessment;
- (ii) Perform up to thirty-six hours of useful public service.

9.04.240 Possession and purchase of drug paraphernalia by persons under the age of 21 years.

(a) It shall be unlawful for any person under the age of 21 years to knowingly purchase or possess drug paraphernalia.

(b) *Drug paraphernalia* as used in this section shall mean all equipment, products, and materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing marijuana into the human body, including but not limited to:

- (1) Testing equipment used, intended for use, or designed for use in identifying or in analyzing the strength, effectiveness, or purity of marijuana;
- (2) Scales and balances used, intended for use, or designed for use in weighing or measuring marijuana;
- (3) Separation gins or sifters used, intended for use, or designed for use in removing twigs and seeds from or in otherwise cleaning or refining marijuana;
- (4) Blenders, bowls, containers, spoons, and mixing devices used, intended for use, or designed for use in compounding marijuana with other substances, including but not limited to foods;
- (5) Capsules, balloons, envelopes and other containers used, intended for use, or designed for use in packaging small quantities of marijuana;
- (6) Containers and other objects used, intended for use, or designed for use in storing or concealing marijuana; or

(7) Objects used, intended for use, or designed for use in ingesting, inhaling, or otherwise introducing marijuana into the human body, such as:

- (i) Metal, wooden, acrylic, glass, stone, plastic, or ceramic pipes with or without screens, permanent screens, hashish heads, or punctured metal bowls;
- (ii) Water pipes;
- (iii) Carburetion tubes and devices;
- (iv) Smoking and carburetion masks;
- (v) Roach clips, meaning objects used to hold a burning marijuana cigarette that has become too small or too short to be held in the hand;
- (vi) Chamber pipes;
- (vii) Carburetor pipes;
- (viii) Electric pipes;
- (ix) Air-driven pipes;
- (x) Chillums;
- (xi) Bongs;
- (xii) Ice pipes or chillers.

(c) In determining whether an object is drug paraphernalia, a court, in its discretion, may consider, in addition to all other relevant factors, the following:

- (1) Statements by the owner or by anyone in control of the object concerning its use;
- (2) The proximity of the object to marijuana;
- (3) The existence of any residue of marijuana on the object;
- (4) Direct or circumstantial evidence of the knowledge of an owner, or of anyone in control of the object, or evidence that such person unreasonably should know, that it will be delivered to persons who he knows or reasonably should know, could use the object to facilitate a violation of this section;
- (5) Instructions, oral or written, provided with the object concerning its use, which shall be admissible and shall not constitute hearsay;
- (6) Descriptive materials accompanying the object which explain or depict its use, which shall be admissible and shall not constitute hearsay;

- (7) National or local advertising concerning its use, which shall be admissible and shall not constitute hearsay;
- (8) The manner in which the object is displayed;
- (9) Whether the owner, or anyone in control of the object, is a supplier of like or related items to the community for legal purposes, such as an authorized distributor or dealer of tobacco products;
- (10) The existence and scope of legal uses for the object in the community;
- (11) Expert testimony concerning its use.

(d) In the event a case brought pursuant to this section is tried before a jury, the Court shall hold an evidentiary hearing on issues raised pursuant to this section. Such hearing shall be conducted in camera.

(e) **Defense, exception.** It shall be an affirmative defense if the minor establishes the following:

- (1) The minor called 911 and reported in good faith that another minor person was in need of medical assistance due to alcohol or marijuana consumption;
- (2) The minor provided the minor's name to the 911 operator;
- (3) The minor was the first person to make the 911 report; and
- (4) After making the 911 call, the minor remained on the scene with the other minor person needing medical assistance until the assistance arrived and cooperated with medical assistance or law enforcement personnel on the scene.

(f) **Penalties.** Each violation of this section shall be punishable as follows

- (1) Upon conviction of a first offense of either subsection, the court shall sentence the minor to a fine of not more than \$100.00, or the court shall order the minor to complete a substance abuse education program, or both.
- (2) Upon conviction of a second offense of either subsection, the court shall sentence the minor to a fine of not more than \$100.00, and the court shall order the minor to:
 - (i) Complete a substance abuse education program;
 - (ii) If determined necessary and appropriate, submit to a substance abuse assessment and complete any treatment recommended by the assessment; and
 - (iii) Perform up to 24 hours of useful public service.
- (3) Upon conviction of a third or subsequent offense of either subsection, the court shall sentence the minor to a fine of up to \$250.00 and the court shall order the minor to:

- (i) Submit to a substance abuse assessment and complete any treatment recommended by the assessment;
- (ii) Perform up to thirty-six hours of useful public service.

INTRODUCED on first reading the _____ day of _____, 2014 and ordered published in pamphlet form.

PASSED and **ADOPTED** on second reading the _____ day of _____, 2014 and ordered published in pamphlet form.

President of City Council

ATTEST:

City Clerk

Attach 3
CITY COUNCIL AGENDA ITEM

Date: August 5, 2014

Author: Scott D. Peterson

Title/ Phone Ext: Senior

Planner/1447

Proposed Schedule: 1st Reading:

August 20, 2014

2nd Reading: September 17, 2014

File #: PLD-2014-115 and CPA-

2014-116

Subject: Amend the 12th Street Medical Plaza and Hospice Care Planned Development and Amend the Comprehensive Plan Future Land Use Map, Located at 3030, 3040, 3045, and 3050 N. 13th Street

Action Requested/Recommendation: Introduce a Proposed Ordinance and Set a Public Hearing for September 17, 2014

Presenter(s) Name & Title: Scott D. Peterson, Senior Planner

Executive Summary:

Request approval to amend the 12th Street Medical Plaza and Hospice Care Planned Development (HopeWest PD) to include four additional lots, zoning the four lots to PD (Planned Development) with a default zone of B-1 (Neighborhood Business) and also to amend the Comprehensive Plan from Residential Medium (4 - 8 du/ac) to Business Park Mixed Use for three of the four lots, Located at 3030, 3040, 3045, 3050 N. 13th Street. The proposed Resolution to amend the Comprehensive Plan will be considered with the second reading of the rezone ordinance.

Background, Analysis and Options:

Applicants, HopeWest and Primary Care Partners, wish to amend the Planned Development (PD) adopted in 2003 by Ordinance No. 3534 to annex four additional properties (3030, 3040, 3045, 3050 N. 13th Street) into the PD zoning district with an underlying default zone of B-1 (Neighborhood Business). Applicants also wish to amend the Comprehensive Plan Future Land Use Map for three of the four properties (3030, 3040 and 3050 N. 13th Street) from Residential Medium (4 – 8 du/ac) to Business Park Mixed Use to accommodate the proposed Planned Development and underlying default zone. The fourth lot (3045 N. 13th Street) is presently designated as Business Park Mixed Use.

Once the HopeWest PD is amended and the lots rezoned, HopeWest plans to submit a site plan for review establishing the land use for the four added properties which will comply with the Code requirements for off-street parking, landscaping, screening, etc., for neighborhood business properties. Currently, HopeWest is proposing to utilize the property at 3030 N. 13th Street as storage, 3040 N. 13th as housing and storage, 3045 N. 13th as office space and counseling

services and 3050 N. 13th as storage. The applicant intends to utilize these four properties in the future for the following uses; staff and visitor housing, inside storage (with no outside storage allowed), office space, staff and visitor parking lot and counseling services.

Neighborhood Meeting:

The applicant held a Neighborhood Meeting on January 6, 2014 with two citizens attending the meeting along with City Staff and representatives from HopeWest. No one in attendance indicated any major dissatisfaction with the proposed Planned Development Amendment and Comprehensive Plan Future Land Use Map Amendment.

City Project Manager has received a few calls from the neighborhood concerning additional traffic impacts to the neighborhood along Bonito Avenue and N. 13th Street and one call in favor of the requests. It is anticipated that HopeWest will be utilizing the parking lot on-site at 3090 N. 12th Street for any public parking necessary that would utilize the existing four properties on N. 13th Street.

How this item relates to the Comprehensive Plan Goals and Policies:

The HopeWest PD amendment and Comprehensive Plan amendment meets the following goals and policies from the Comprehensive Plan by encouraging preservation of existing buildings and their appropriate reuse and by enhancing the provision of services for the health care industry as a regional center.

Goal 6: Land use decisions will encourage preservation of existing buildings and their appropriate reuse.

Goal 12: Being a regional provider of goods and services the City and County will sustain, develop and enhance a healthy, diverse economy.

Policy A. Through the Comprehensive Plan's policies the City and County will improve as a regional center of commerce, culture and tourism.

Board or Committee Recommendation:

The Planning Commission conditionally approved the applications at their August 12, 2014 meeting.

Financial Impact/Budget:

The proposed amended Planned Development and Comprehensive Plan Amendment has no financial impact.

Legal issues:

The proposed amended Planned Development and Comprehensive Plan Amendment has been reviewed by the Legal Division.

Other issues:

There are no other issues.

Previously presented or discussed:

These items have not been presented or discussed at a previous City Council meeting or workshop.

Attachments:

Site Location Map/Aerial Photo Map
Comprehensive Plan Future Land Use Map/Existing Zoning Map
Letter of Support from Primary Care Partners
Ordinance No. 3534
Planned Development and Rezone Ordinance
Planned Development Site Sketch
Outline Development Plan

BACKGROUND INFORMATION					
Location:		3030, 3040, 3045, and 3050 N. 13 th Street			
Applicants:		HopeWest, Owner Primary Care Partners, Owner Apex Consulting Engineers, Representative			
Existing Land Use:		HopeWest medical facilities and patient care, Spoons Bistro, Artful Cup, Primary Care Partners medical offices, 4 single-family detached homes.			
Proposed Land Use:		Medical campus, medical facilities/patient care, restaurant, coffee shop, storage, office space, staff and visitor housing, counseling services and parking lots			
Surrounding Land Use:	North	The Atrium Retirement Village			
	South	Single-family detached residential			
	East	The Fountains, Assisted Living Center and Single-family detached residential			
	West	Multi-family residential condominiums (Lakeside)			
Existing Zoning:		PD (Planned Development) and R-8 (Residential – 8 du/ac)			
Proposed Zoning:		PD (Planned Development)			
Surrounding Zoning:	North	R-24 (Residential – 24 du/ac)			
	South	R-8 (Residential – 8 du/ac)			
	East	PD (Planned Development) and R-8 (Residential – 8 du/ac)			
	West	PD (Planned Development) and R-8 (Residential – 8 du/ac)			
Future Land Use Designation:		Business Park Mixed Use and Residential Medium (4 – 8 du/ac)			
Zoning within density range?		X	Yes		No

ANALYSIS:

Access:

It is anticipated that access to the four properties will be primarily pedestrian access from the existing large parking lot at 3090 N. 12th Street. There is already a pedestrian connection from HopeWest to N. 13th Street. So the same access that serves Primary Care Partners and HopeWest from N. 12th Street could serve these four lots. There will be some vehicle traffic on Bonito Avenue and/or 13th

Street to the lots, because the applicant is proposing a parking lot, among other uses, on the four N. 13th Street lots and there is no vehicular access directly between the 12th Street parking lot and the N. 13th Street lots. It is anticipated however that traffic to these four lots would be less trips per day than if the properties were still utilized as single-family detached homes.

Landscaping:

Extensive landscaping and pedestrian paths already serve the rest of the PD area and will serve the four N. 13th Street lots. HopeWest also plans to submit a site plan for review for the four lots that may include additional landscaping on the lots.

Signage:

Signage for the four properties on N. 13th Street would be limited to a sign area of no larger than 25 sq. ft. for building and monument signs. Monument signs shall not exceed 8' in height.

Phasing:

No phasing plan is proposed for the properties on N. 13th Street. The previous plan approved by Ordinance No. 3534 included future development of a 24,000 sq. ft. medical building for Primary Care Partners and a 20,238 sq. ft. building for HopeWest, both of which have not yet been constructed. No time deadline for that development has been established, but Site Plan Review applications will be required for all projects described in the Planned Development.

Community Benefit:

The intent and purpose of the PD zone is to provide flexibility not available through strict application and interpretation of the standards established in Section 21.03.070 of the Zoning and Development Code. The Zoning and Development Code also states that PD zoning should be used only when long-term community benefits, which may be achieved through high quality planned development, will be derived. Long-term benefits include, but are not limited to:

1. More effective infrastructure;
2. Reduced traffic demands;
3. A greater quality and quantity of public and/or private open space;
4. Other recreational amenities;
5. Needed housing types and/or mix;
6. Innovative designs;
7. Protection and/or preservation of natural resources, habitat areas and natural features; and/or Public art.

The HopeWest PD amendment offers the following long-term community benefits:

1. Effective infrastructure design by consolidating needed medical services into one centralized location and enhancing the only in-patient hospice care facility in the Grand Valley. HopeWest will be able to reallocate existing resources that are not critical to patient care to the properties on N. 13th Street, such as office space and interior storage areas, thereby creating more interior space in the main HopeWest building located at 3090 N. 12th Street.
2. Continue to provide neighborhood accessibility and a network of off-street trails on-site through existing pedestrian connections from N. 12th Street to N. 15th Street with a connection to N. 13th Street.
3. Providing extensive existing on-site landscaping.
4. By the reuse and utilization of existing buildings with existing infrastructure as encouraged by Goal 6 of the Comprehensive Plan.

Default Zoning:

The HopeWest PD has a default zoning district of B-1 (Neighborhood Business). All future and anticipated development must adhere to the bulk and performance standards of the B-1 zone district.

List of Allowed Land Uses for the N. 13th Street Properties:

The properties located at 3030, 3040, 3045 and 3050 N. 13th Street are only to be utilized for the following permitted land uses:

- a. Staff and visitor housing
- b. Inside storage (with no outside storage allowed)
- c. Office space
- d. Counseling Services
- e. Staff and visitor parking lot

Comprehensive Plan Future Land Use Map Amendment Section 21.02.130 of the Zoning and Development Code:

The City may amend the Comprehensive Plan if the proposed change is consistent with the vision (intent), goals and policies of the Comprehensive Plan and meets one or more of the following criteria:

- a. *Subsequent events have invalidated the original premises and findings.*

The three lots located at 3030, 3040 and 3050 N. 13th Street are designated on the Future Land Use Map as Residential Medium (4 - 8 du/ac). The adjacent properties to the west are designated as Business Park Mixed Use. Changing these properties to Business Park Mixed Use and zoning to PD (Planned Development) will allow the applicant to use the properties specifically in accordance with the HopeWest PD as residential housing for staff and visitors, inside storage, office space and counseling services etc., which would be compatible uses with the neighboring residential area, thereby supporting the social infrastructure by enhancing a facility that provides comprehensive healthcare and the only inpatient hospice facility in the Grand Valley.

Therefore this criterion has been met.

- b. *The character and/or condition of the area has changed such that the amendment is consistent with the plan.*

There has not been a change of character in the neighborhood as all properties to the south, west and east are residential. However, HopeWest has recently acquired these four properties as overall demand for their services continue to grow so that they can expand their services on-campus to the community in this location, providing needed ancillary services in a residential setting.

Therefore this criterion has been met.

- c. *Public and community facilities are adequate to serve the type and scope of the land use proposed.*

Adequate public facilities and services (water, sewer, utilities, etc.) are available to serve the entire PD area including the four N. 13th Street lots. The existing properties at the end of N. 13th Street are within easy walking distance to the existing HopeWest and Primary Care Partner's sites through existing pedestrian connections. Also, a short distance to the south is Patterson Road and N. 12th Street for availability of public transit connections, restaurants and retail opportunities.

Therefore this criterion has been met.

- d. *An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use.*

While there may be other available vacant Business Park Mixed Use designated properties, expanding the business elsewhere would entail

new construction costs and disconnection from HopeWest's operations on this campus, unnecessarily increasing road congestion as staff members commute to and from the main campus to different locations around the community to perform different functions. Having ancillary facilities next door and on-campus on N. 13th Street will benefit not only HopeWest, but also the community as need for medical services continues to grow.

Therefore this criterion has been met.

- e. *The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.*

The community and area will derive benefits from the proposed amendment by the reuse and utilization of existing buildings with existing infrastructure as encouraged by Goal 6 of the Comprehensive Plan. HopeWest will be able to reallocate existing resources that are not critical to patient care to the properties on N. 13th Street, such as office and interior storage areas, thereby creating more interior space in the main HopeWest building located at 3090 N. 12th Street.

Therefore this criterion has been met.

Planned Development Amendment
Section 21.02.150 of the Zoning and Development Code:

Requests to amend a Planned Development must demonstrate conformance with all of the following:

- a. *The Comprehensive Plan, Grand Valley Circulation Plan and other adopted plans and policies.*

The proposed amended Planned Development and Future Land Use Map amendments comply with the Comprehensive Plan (once the Plan is amended as requested by the applicant), Grand Valley Circulation Plan and other applicable adopted plans and policies. The proposed amendment to incorporate four properties into the HopeWest PD will continue to provide support and comprehensive healthcare and the only inpatient hospice facility in the Grand Valley.

- b. *The rezoning criteria provided in Section 21.02.140 of the Zoning and Development Code. See above discussion of Section 21.02.130.*

- c. *The planned development requirements of Section 21.05 of the Zoning and Development Code.*

The proposed amended Planned Development is in conformance with the requirements of Section 21.05 of the Zoning and Development Code through the use of long-term community benefits such as the following; consolidating needed medical services into one centralized location and enhancing the only in-patient hospice facility in the Grand Valley, the re-use of existing buildings, providing neighborhood accessibility to the site through existing pedestrian connections from N. 12th Street to N. 15th Street and providing extensive on-site landscaping, etc.

- d. *The applicable corridor guidelines and other overlay districts in Chapter Seven.*

None are applicable.

- e. *Adequate public services and facilities shall be provided concurrent with the projected impacts of the development.*

Adequate public facilities and services currently exist or will be provided concurrent with the projected impacts of development. Ute water and City sewer lines are presently located within the N. 13th Street right-of-way. Xcel Energy provides electric and gas service to the area.

- f. *Adequate circulation and access shall be provided to serve all development pods/areas to be developed.*

Adequate circulation and access currently serves the entire HopeWest PD area, including the four N. 13th Street lots. Each lot is located adjacent to N. 13th Street and has easy access to N. 12th Street, a Minor Arterial, via connections from Bonito and Hermosa Avenues. HopeWest staff and the public will be encouraged to utilize the N. 12th Street parking lot and use the existing pedestrian connection to N. 13th Street. This will help alleviate traffic concerns of residential neighbors.

- g. *Appropriate screening and buffering of adjacent property and uses shall be provided.*

Screening and buffering will be addressed during the Site Plan Review process for the four N. 13th Street lots. The Zoning and Development Code requires a minimum 6' tall fence to be

constructed between the default B-1 zone district and the adjacent R-8 zone district.

- h. *An appropriate range of density for the entire property or for each development pod/area to be developed.*

The applicant proposes some staff and visitor housing which will not exceed the allowed density range.

- i. *An appropriate set of “default” or minimum standards for the entire property or for each development pod/area to be developed.*

The default zoning district for HopeWest PD is B-1 (Neighborhood Business); the same default zone will be applied to the four added lots. The applicant is not proposing any deviations from the default standards.

- j. *An appropriate phasing or development schedule for the entire property or for each development pod/area to be developed.*

No phasing schedule is proposed. Proposed future development on the N. 12th Street properties (discussed above) will be in accordance with Ordinance No. 3534. Allowed uses of the N. 13th Street properties shall be in accordance with the above list of allowed land uses as indicated above.

FINDINGS OF FACT/CONCLUSIONS/CONDITIONS OF APPROVAL:

After reviewing the HopeWest, Primary Care Partners application, PLD-2014-115, CPA-2014-116, to amend the HopeWest PD and the Comprehensive Plan, and to rezone properties located at 3030, 3040, 3045 and 3050 N. 13th Street to PD (Planned Development) with a default zone of B-1 (Neighborhood Business), I make the following findings of fact, conclusions and conditions:

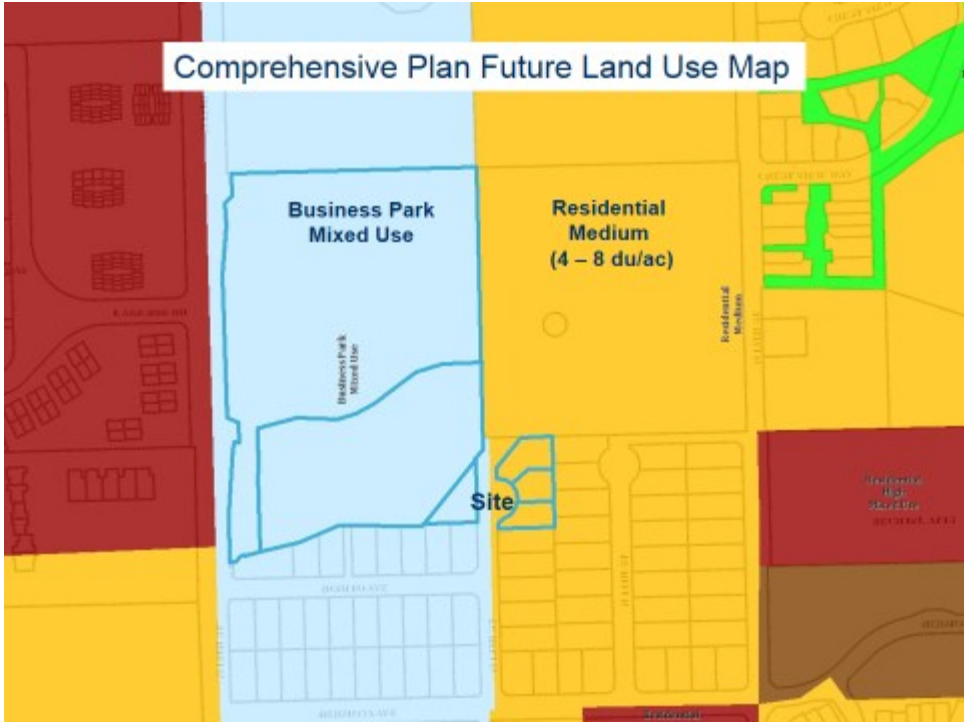
1. The requested amendments to the Planned Development and Comprehensive Plan Future Land Use Map are consistent with the goals and policies of the Comprehensive Plan.
2. The review criteria in Section 21.02.130 and 21.02.150 of the Zoning and Development Code have been met.
3. Applicant shall submit a site plan for review for the N. 13th Street properties prior to establishment of allowed land use(s).

4. Allowed uses of the N. 13th Street properties (3030, 3040, 3045 and 3050 N. 13th Street) being added to the HopeWest PD are limited to the following:
 - a. Staff and visitor housing
 - b. Inside storage (with no outside storage allowed)
 - c. Office space
 - d. Counseling Services
 - e. Staff and visitor parking lot

5. Default zone shall be B-1 (Neighborhood Business).



Comprehensive Plan Future Land Use Map



Existing Zoning Map





P. O. Box 10700 · Grand Junction, CO 81502-5517

FAIRMOUNT HEALTH PARK • 3150 NORTH 12TH STREET
(970) 245-1220 • (970) 254-2637 FAX

December 23, 2013

APEX
Consulting Engineers
2476 Patterson Road, Suite 18
Grand Junction, CO 81505

RE: HOPEWEST APPROVAL REQUEST FOR REZONE OF PROPERTIES

Dear Mr. Marquez and Mr. Peterson,

HopeWest has been our neighbor for a number of years and we are very grateful for the much needed services they bring to our community.

HopeWest has our full support for their approval request of a rezone of the properties from R-8 to PD.

Sincerely,

Lawrence Jokerst
Practice Administrator for Primary Care Partners, P.C.

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. 3534

**AN ORDINANCE ZONING TWO PARCELS LOCATED AT 3090 AND 3150 NORTH
12TH STREET FROM PD (FOR MILLER HOMESTEAD) TO PD FOR THE 12TH
STREET MEDICAL PLAZA AND HOSPICE CARE PLANNED DEVELOPMENT**

Recitals.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of the Planned Development zone and amends Ordinance No. 3391.

After public notice and public hearing before the Grand Junction City Council, City Council approves the PD zone district with the following findings:

- This zone district meets the criteria of Chapter 5 of the Zoning and Development Code regarding Planned Developments by providing substantial community benefits and amenities in excess of what would otherwise be required by the Code.
- This zone district meets the criteria found in Section 2.6 of the Zoning and Development Code.
- The zoning is consistent with the Growth Plan.

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

The following property shall be zoned Planned Development (PD) zone district with a default zone of B-1, with exceptions as follows:

1. Uses allowed include medical offices and typical ancillary uses such as a pharmacy, medical supplies and equipment, health food store and day care, and professional offices and a nursing home for Hospice.
2. The site is not located on the intersection of an arterial or collector street with another arterial or collector.
3. The site is located closer than eight-tenths of a mile from another business or commercial zone district.

The Outline Development Plan for this Planned Development includes the following:

Lot	User	Use	Max. Square Feet	Size in Acres
1	Primary Care Partners	Medical Offices	78,719 (phase 1)	8.43
	Primary Care Partners	Medical Offices	24,000 (phase 2)	
2	Hospice – west bldg.	Offices	20,238	3.80

	Hospice – east bldg.	Care Facility	28,236	
	Hetland House (existing)	Conference and Office area	2,400	

Includes the following tax parcels: 2945-013-00-008 and 2945-013-00-010.

Parcel 1: The north 9 acres of the SW ½, W ½, NW1/4, SW1/4 Section 1 T.1S., R1.W, Ute Meridian excepting therefrom right-of-way described in book 2536, pages 90 and 93 and book 2592, page 947.

Parcel 2: Lots 53, 54, 55 and 56, Block 15 and the W1/2 of vacated road between Blocks 15 and 16 and the road adjoining Block 15 on the North thereof; AND beginning at the NW cor Lot 54, thence N 30'; thence W 10', thence S to a pt 10' W of SW cor Lot 53, thence E 10' thence N to pob; All in Fairmont Subdivision; And the S 1 acre of the W ½ NW ¼ SW ¼ Section 1 T.1.S, R.1W Ute Meridian; exception therefrom the following: Beg at a pt 30' E and 30' N of SW cor of NW ¼, SW1/4, SW ¼ Sec 1, T.1.S, R.1.W, Ute Meridian; thence N 320' to drain ditch; thence N 44°30' E 50', thence N 78°10' E 147', thence N 68°25'E 103', thence S88°05' E 201', thence N40°E 240' to pt 30' E of NE cor Lot 55, Block 15, Fairmont Subdivision thence W 630' to pob, and excepting right-of-way described in Book 2521, page 567 and 569 and book 2592, page 950.

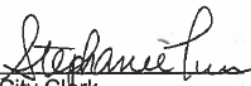
Introduced on first reading this 7th day of May, 2003.

PASSED and ADOPTED on second reading this 21st day of May, 2003.

Attest:



 President of the Council



 City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

AN ORDINANCE AMENDING THE 12TH STREET MEDICAL PLAZA AND HOSPICE CARE PLANNED DEVELOPMENT TO INCLUDE ADDITIONAL LAND AREA AND ZONING THE ADDITIONAL LAND AREA PD (PLANNED DEVELOPMENT) WITH A DEFAULT B-1 (NEIGHBORHOOD BUSINESS) ZONE DISTRICT TO BE KNOWN AS THE HOPEWEST AND PRIMARY CARE PARTNERS PLANNED DEVELOPMENT,

LOCATED AT 3030, 3040, 3045, AND 3050 N. 13TH STREET

Recitals:

The applicants, HopeWest and Primary Care Partners wish to amend the Planned Development (PD) adopted in 2003 by Ordinance No. 3534 to annex four additional properties (3030, 3040, 3045, 3050 N. 13th Street) into the PD zoning district with an underlying default zone of B-1 (Neighborhood Business). Applicants also wish to amend the Comprehensive Plan Future Land Use Map for three of the four properties (3030, 3040 and 3050 N. 13th Street) from Residential Medium (4 – 8 du/ac) to Business Park Mixed Use to accommodate the proposed Planned Development and underlying default zone. The fourth lot (3045 N. 13th Street) is presently designated as Business Park Mixed Use.

Upon approval, HopeWest plans to submit a site plan for review establishing the land use for the four added properties which will comply with the Code requirements for off-street parking, landscaping, screening, etc., for neighborhood business properties. Currently, HopeWest is proposing to utilize the property at 3030 N. 13th Street as storage, 3040 N. 13th as housing and storage, 3045 N. 13th as office space and counseling services and 3050 N. 13th as storage. The applicant intends to utilize these four properties in the future for the following uses; staff and visitor housing, inside storage (with no outside storage allowed), office space, staff and visitor parking lot and counseling services.

This Planned Development zoning ordinance will establish the standards, default zoning (B-1), deviations and conditions of approval for the amended Plan for the HopeWest and Primary Care Partners Planned Development (Lots 1 and 2, Primary Care Partners' Services / Hospice Campus, Lot 9, Block 2 Eagleton Subdivision and Lots 1, 2 and 3, Block 1, Fairmount North Subdivision).

In public hearings, the Planning Commission and City Council reviewed the request for the proposed amended Planned Development and determined that the Plan satisfied the criteria of the Code and is consistent with the purpose and intent of the Comprehensive Plan. Furthermore, it was determined that the

proposed Plan has achieved “long-term community benefits” by consolidating needed medical services into one centralized location and enhancing the only in-patient hospice facility in the Grand Valley, providing neighborhood accessibility to the site through existing pedestrian connections from N. 12th Street to N. 15th Street and providing extensive on-site landscaping (See Exhibit A).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE PLANNED DEVELOPMENT FOR THE HOPEWEST AND PRIMARY CARE PARTNER’S PLANNED DEVELOPMENT IS AMENDED WITH THE FOLLOWING STANDARDS, DEFAULT ZONE AND DEVIATIONS:

- A. This Ordinance applies to the following described properties: Lots 1 and 2, Primary Care Partners’ Services / Hospice Campus, Lot 9, Block 2 Eagleton Subdivision and Lots 1, 2 and 3, Block 1, Fairmount North Subdivision (See Exhibit B).

(Properties) Said parcels contain 13.01 +/- acres more or less.

- B. Ordinance No. 3534 dated May 21, 2003 for the 12th Street Medical Plaza and Hospice Care Planned Development will remain in effect and is still valid.

- C. These Properties are zoned PD (Planned Development) with the following standards, deviations and requirements:

- 1. If the Planned Development approval expires or becomes invalid for any reason, the properties shall be fully subject to the default standards of the B-1 (Neighborhood Business) Zoning District.

- 2. Access:

It is anticipated that access to the four properties will be primarily pedestrian access from the existing large parking lot at 3090 N. 12th Street. There is already a pedestrian connection from HopeWest to N. 13th Street. So the same access that serves Primary Care Partners and HopeWest from N. 12th Street could serve these four lots. There will be some vehicle traffic on Bonito Avenue and/or 13th Street to the lots, because the applicant is proposing a parking lot, among other uses, on the four N. 13th Street lots and there is no vehicular access directly between the 12th Street parking lot and the N. 13th Street lots.

3. Landscaping:

Extensive landscaping and pedestrian paths already serve the rest of the PD area and will serve the four N. 13th Street lots. HopeWest also plans to submit a site plan for review for the four lots that may include additional landscaping on the lots.

4. Signage:

Signage for the four properties on N. 13th Street would be limited to a sign area of no larger than 25 sq. ft. for building and monument signs. Monument signs shall not exceed 8' in height.

5. Phasing:

No phasing plan is proposed for the properties on N. 13th Street. The previous plan approved by Ordinance No. 3534 included future development of a 24,000 sq. ft. medical building for Primary Care Partners and a 20,238 sq. ft. building for HopeWest, both of which have not yet been constructed. No time deadline for that development has been established, but Site Plan Review applications will be required for all projects described in the Planned Development.

6. Community Benefit:

The intent and purpose of the PD zone is to provide flexibility not available through strict application and interpretation of the standards established in Section 21.03.070 of the Zoning and Development Code. The Zoning and Development Code also states that PD zoning should be used only when long-term community benefits, which may be achieved through high quality planned development, will be derived. Long-term benefits include, but are not limited to:

1. More effective infrastructure;
2. Reduced traffic demands;
3. A greater quality and quantity of public and/or private open space;
4. Other recreational amenities;
5. Needed housing types and/or mix;
6. Innovative designs;
7. Protection and/or preservation of natural resources, habitat areas and natural features; and/or Public art.

The HopeWest PD amendment offers the following long-term community benefits:

1. Effective infrastructure design by consolidating needed medical services into one centralized location and enhancing the only in-patient hospice care facility in the Grand Valley. HopeWest will be able to reallocate existing resources that are not critical to patient care to the properties on N. 13th Street, such as office space and interior storage areas, thereby creating more interior space in the main HopeWest building located at 3090 N. 12th Street.
2. Continue to provide neighborhood accessibility and a network of off-street trails on-site through existing pedestrian connections from N. 12th Street to N. 15th Street with a connection to N. 13th Street.
3. Providing extensive existing on-site landscaping.
4. By the reuse and utilization of existing buildings with existing infrastructure as encouraged by Goal 6 of the Comprehensive Plan.

7. Default Zoning:

The HopeWest PD has a default zoning district of B-1 (Neighborhood Business). All future and anticipated development must adhere to the bulk and performance standards of the B-1 zone district.

8. List of Allowed Land Uses for the Properties located on N. 13th Street:

The properties located at 3030, 3040, 3045 and 3050 N. 13th Street are only to be utilized for the following permitted land uses:

- a. Staff and visitor housing
- b. Inside storage (with no outside storage allowed)
- c. Office space
- d. Counseling Services
- e. Staff and visitor parking lot

9. Condition of Approval:

Applicant's will be required to submit for a Site Plan Review application for each individual lot for the properties located on N. 13th Street to officially establish the land use and bring the property(s) into compliance with off-street parking, landscaping, screening, etc., as neighborhood business properties.

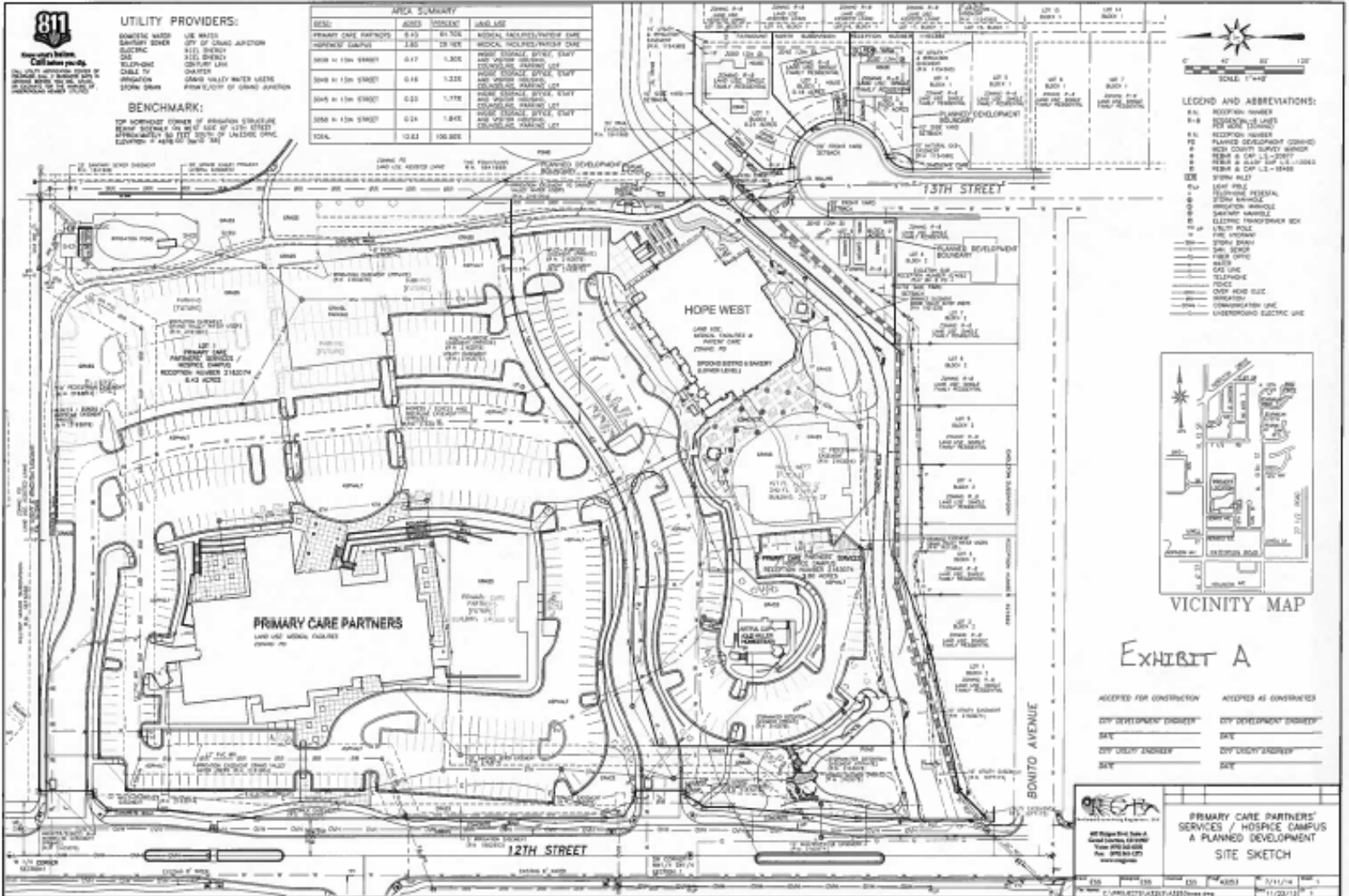
Introduced for first reading on this _____ day of _____, 2014 and ordered published in pamphlet form.

PASSED and ADOPTED this _____ day of _____, 2014 and ordered published in pamphlet form.

ATTEST:

President of City Council

City Clerk

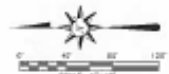


UTILITY PROVIDERS:
 SOUTHWEST WATER
 SHERWOOD POWER
 SLOTTING
 GAS
 TELEPHONE
 CABLE TV
 CHARTER
 IRRIGATION
 SPOON BEERS

USE WATER
 CITY OF GRAND JUNCTION
 3121 STREET
 3121 STREET
 320 NORTH LANE
 CHARTER
 GRAND VALLEY WATER UTILITY
 31000 SOUTH

BENCHMARK:
 TOP CORNER OF GRAND JUNCTION
 BEING REFERRED TO AS B.M. 1210 STREET
 APPROXIMATELY 50 FEET SOUTH OF LANSING DRIVE
 ELEVATION 7,485.00 (NAD 83)

AREA SUMMARY			
ISSUE	AGES	TOTALS	LAND USE
PERMIT DATE PAYMENTS	0.17	61,704	WATER, WASTEWATER, WATER O&M
HOUSING UNITS	1.30	29,100	WATER, WASTEWATER, WATER O&M
2008 to 12th STREET	0.17	1,300	WATER, WASTEWATER, WATER O&M
2009 to 12th STREET	0.46	1,320	WATER, WASTEWATER, WATER O&M
2010 to 12th STREET	0.23	1,175	WATER, WASTEWATER, WATER O&M
2011 to 12th STREET	0.24	1,840	WATER, WASTEWATER, WATER O&M
TOTAL	12.82	100,339	



- LEGEND AND ABBREVIATIONS:**
- R-1 RECEPTION NUMBER
 - R-2 RECEPTION NUMBER
 - R-3 RECEPTION NUMBER
 - R-4 RECEPTION NUMBER
 - R-5 RECEPTION NUMBER
 - R-6 RECEPTION NUMBER
 - R-7 RECEPTION NUMBER
 - R-8 RECEPTION NUMBER
 - R-9 RECEPTION NUMBER
 - R-10 RECEPTION NUMBER
 - R-11 RECEPTION NUMBER
 - R-12 RECEPTION NUMBER
 - R-13 RECEPTION NUMBER
 - R-14 RECEPTION NUMBER
 - R-15 RECEPTION NUMBER
 - R-16 RECEPTION NUMBER
 - R-17 RECEPTION NUMBER
 - R-18 RECEPTION NUMBER
 - R-19 RECEPTION NUMBER
 - R-20 RECEPTION NUMBER
 - R-21 RECEPTION NUMBER
 - R-22 RECEPTION NUMBER
 - R-23 RECEPTION NUMBER
 - R-24 RECEPTION NUMBER
 - R-25 RECEPTION NUMBER
 - R-26 RECEPTION NUMBER
 - R-27 RECEPTION NUMBER
 - R-28 RECEPTION NUMBER
 - R-29 RECEPTION NUMBER
 - R-30 RECEPTION NUMBER
 - R-31 RECEPTION NUMBER
 - R-32 RECEPTION NUMBER
 - R-33 RECEPTION NUMBER
 - R-34 RECEPTION NUMBER
 - R-35 RECEPTION NUMBER
 - R-36 RECEPTION NUMBER
 - R-37 RECEPTION NUMBER
 - R-38 RECEPTION NUMBER
 - R-39 RECEPTION NUMBER
 - R-40 RECEPTION NUMBER
 - R-41 RECEPTION NUMBER
 - R-42 RECEPTION NUMBER
 - R-43 RECEPTION NUMBER
 - R-44 RECEPTION NUMBER
 - R-45 RECEPTION NUMBER
 - R-46 RECEPTION NUMBER
 - R-47 RECEPTION NUMBER
 - R-48 RECEPTION NUMBER
 - R-49 RECEPTION NUMBER
 - R-50 RECEPTION NUMBER
 - R-51 RECEPTION NUMBER
 - R-52 RECEPTION NUMBER
 - R-53 RECEPTION NUMBER
 - R-54 RECEPTION NUMBER
 - R-55 RECEPTION NUMBER
 - R-56 RECEPTION NUMBER
 - R-57 RECEPTION NUMBER
 - R-58 RECEPTION NUMBER
 - R-59 RECEPTION NUMBER
 - R-60 RECEPTION NUMBER
 - R-61 RECEPTION NUMBER
 - R-62 RECEPTION NUMBER
 - R-63 RECEPTION NUMBER
 - R-64 RECEPTION NUMBER
 - R-65 RECEPTION NUMBER
 - R-66 RECEPTION NUMBER
 - R-67 RECEPTION NUMBER
 - R-68 RECEPTION NUMBER
 - R-69 RECEPTION NUMBER
 - R-70 RECEPTION NUMBER
 - R-71 RECEPTION NUMBER
 - R-72 RECEPTION NUMBER
 - R-73 RECEPTION NUMBER
 - R-74 RECEPTION NUMBER
 - R-75 RECEPTION NUMBER
 - R-76 RECEPTION NUMBER
 - R-77 RECEPTION NUMBER
 - R-78 RECEPTION NUMBER
 - R-79 RECEPTION NUMBER
 - R-80 RECEPTION NUMBER
 - R-81 RECEPTION NUMBER
 - R-82 RECEPTION NUMBER
 - R-83 RECEPTION NUMBER
 - R-84 RECEPTION NUMBER
 - R-85 RECEPTION NUMBER
 - R-86 RECEPTION NUMBER
 - R-87 RECEPTION NUMBER
 - R-88 RECEPTION NUMBER
 - R-89 RECEPTION NUMBER
 - R-90 RECEPTION NUMBER
 - R-91 RECEPTION NUMBER
 - R-92 RECEPTION NUMBER
 - R-93 RECEPTION NUMBER
 - R-94 RECEPTION NUMBER
 - R-95 RECEPTION NUMBER
 - R-96 RECEPTION NUMBER
 - R-97 RECEPTION NUMBER
 - R-98 RECEPTION NUMBER
 - R-99 RECEPTION NUMBER
 - R-100 RECEPTION NUMBER



VICINITY MAP

EXHIBIT A

ACCEPTED FOR CONSTRUCTION _____ ACCEPTED AS CONTRACTED _____

CITY DEVELOPMENT ENGINEER _____ CITY DEVELOPMENT ENGINEER _____

DATE _____ DATE _____

CITY CREDIT NUMBER _____ CITY CREDIT NUMBER _____

REV _____ REV _____

REGTA

400 Poplar Street, Suite 400
 Grand Junction, CO 81505
 Phone: 970-243-0000
 Fax: 970-243-0001
 www.regta.com

PRIMARY CARE PARTNERS' SERVICES / HOSPICE CAMPUS A PLANNED DEVELOPMENT SITE SKETCH



Call before you dig
 811
 For more information, visit us at
 www.811.com or call 1-800-4-A-DIG
 or 800-4-811-1111

UTILITY PROVIDERS:

- DOMESTIC WATER: CITY OF CAGRE JUNCTION
- SEWER: CITY OF CAGRE JUNCTION
- ELECTRIC: SDG&P
- TELEPHONE: SDG&P
- CABLE TV: SDG&P
- PROXIMITY: SAND VALLEY WATER USERS
- SEWER: PRIVATE / CITY OF CAGRE JUNCTION

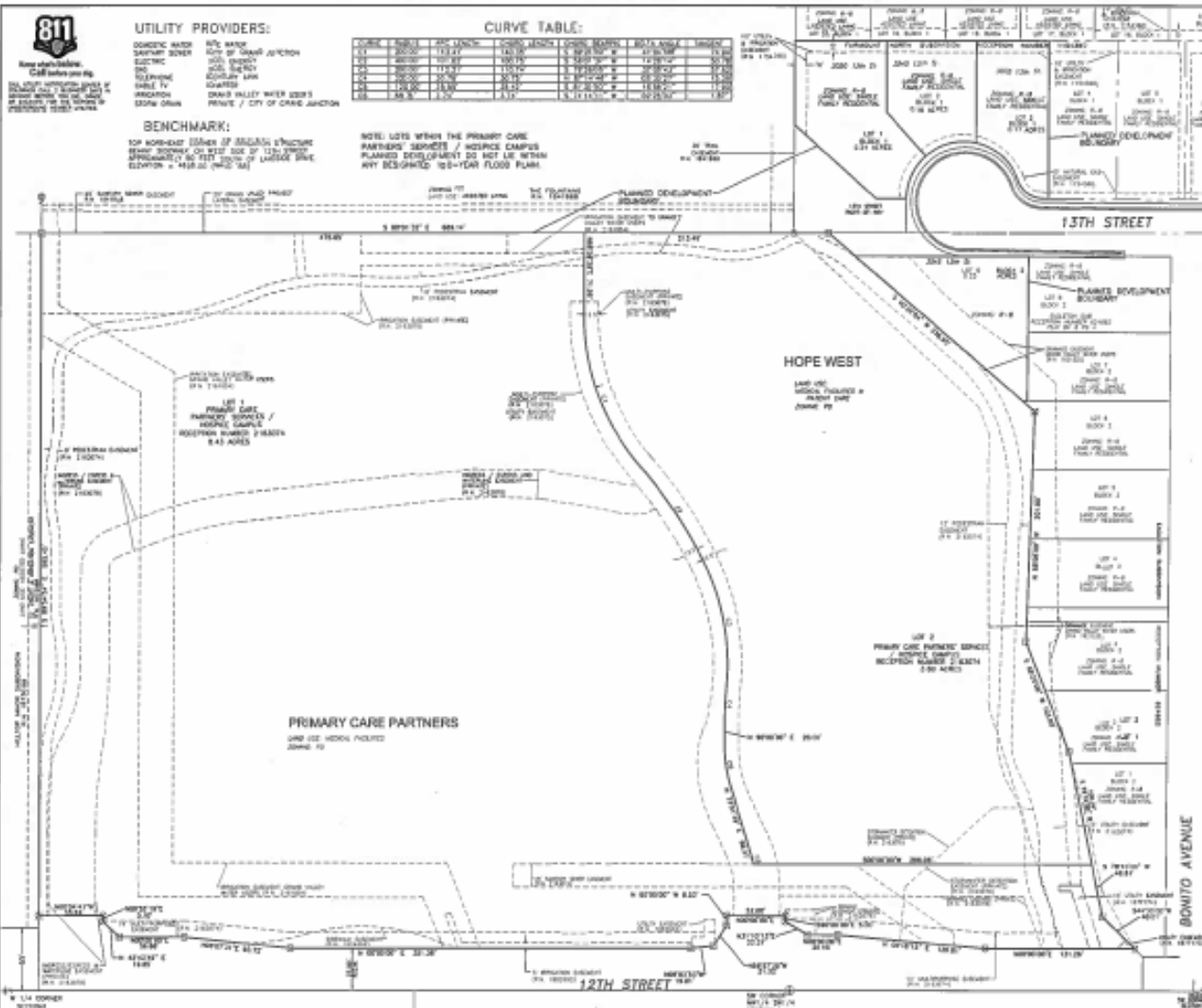
CURVE TABLE:

CHAIN LENGTH	ARC LENGTH	CHORD BEARS	CHORD BEARS	CHORD BEARS	CHORD BEARS	CHORD BEARS	CHORD BEARS
100	100.000	100.000	100.000	100.000	100.000	100.000	100.000
200	199.998	199.998	199.998	199.998	199.998	199.998	199.998
300	299.994	299.994	299.994	299.994	299.994	299.994	299.994
400	399.988	399.988	399.988	399.988	399.988	399.988	399.988
500	499.980	499.980	499.980	499.980	499.980	499.980	499.980
600	599.970	599.970	599.970	599.970	599.970	599.970	599.970
700	699.958	699.958	699.958	699.958	699.958	699.958	699.958
800	799.944	799.944	799.944	799.944	799.944	799.944	799.944
900	899.928	899.928	899.928	899.928	899.928	899.928	899.928
1000	999.910	999.910	999.910	999.910	999.910	999.910	999.910

BENCHMARK:

TOP CORNER CORNER OF BRIDGE STRUCTURE
 BEING BORN ON WEST SIDE OF 12TH STREET
 APPROXIMATE TO THE POINT OF INTERSECTION
 ELEVATION = 483.00 (MDS 34)

NOTE: LOTS WITHIN THE PRIMARY CARE PARTNERS' SERVICE / HOSPICE CAMPUS PLANNED DEVELOPMENT DO NOT LIE WITHIN ANY DESIGNATED 100-YEAR FLOOD PLAIN.



LEGEND AND ABBREVIATIONS:

- 1-3 REFERENCE LOTS (SEE PLAN)
- 10 PLANNED DEVELOPMENT BOUNDARY
- 15 HIGH COUNTY SURVEY MONUMENT
- 20 NEAR & DEPT. OF UTILITY-1994
- 25 NEAR & DEPT. OF UTILITY-1945
- 30 RECESSION NUMBER
- 35 STAKE (WET)
- 40 LIGHT POLE
- 45 TELEPHONE FEDERAL
- 50 TELEPHONE FEDERAL
- 55 TELEPHONE FEDERAL
- 60 TELEPHONE FEDERAL
- 65 TELEPHONE FEDERAL
- 70 TELEPHONE FEDERAL
- 75 TELEPHONE FEDERAL
- 80 TELEPHONE FEDERAL
- 85 TELEPHONE FEDERAL
- 90 TELEPHONE FEDERAL
- 95 TELEPHONE FEDERAL
- 100 TELEPHONE FEDERAL
- 105 TELEPHONE FEDERAL
- 110 TELEPHONE FEDERAL
- 115 TELEPHONE FEDERAL
- 120 TELEPHONE FEDERAL
- 125 TELEPHONE FEDERAL
- 130 TELEPHONE FEDERAL
- 135 TELEPHONE FEDERAL
- 140 TELEPHONE FEDERAL
- 145 TELEPHONE FEDERAL
- 150 TELEPHONE FEDERAL
- 155 TELEPHONE FEDERAL
- 160 TELEPHONE FEDERAL
- 165 TELEPHONE FEDERAL
- 170 TELEPHONE FEDERAL
- 175 TELEPHONE FEDERAL
- 180 TELEPHONE FEDERAL
- 185 TELEPHONE FEDERAL
- 190 TELEPHONE FEDERAL
- 195 TELEPHONE FEDERAL
- 200 TELEPHONE FEDERAL
- 205 TELEPHONE FEDERAL
- 210 TELEPHONE FEDERAL
- 215 TELEPHONE FEDERAL
- 220 TELEPHONE FEDERAL
- 225 TELEPHONE FEDERAL
- 230 TELEPHONE FEDERAL
- 235 TELEPHONE FEDERAL
- 240 TELEPHONE FEDERAL
- 245 TELEPHONE FEDERAL
- 250 TELEPHONE FEDERAL
- 255 TELEPHONE FEDERAL
- 260 TELEPHONE FEDERAL
- 265 TELEPHONE FEDERAL
- 270 TELEPHONE FEDERAL
- 275 TELEPHONE FEDERAL
- 280 TELEPHONE FEDERAL
- 285 TELEPHONE FEDERAL
- 290 TELEPHONE FEDERAL
- 295 TELEPHONE FEDERAL
- 300 TELEPHONE FEDERAL
- 305 TELEPHONE FEDERAL
- 310 TELEPHONE FEDERAL
- 315 TELEPHONE FEDERAL
- 320 TELEPHONE FEDERAL
- 325 TELEPHONE FEDERAL
- 330 TELEPHONE FEDERAL
- 335 TELEPHONE FEDERAL
- 340 TELEPHONE FEDERAL
- 345 TELEPHONE FEDERAL
- 350 TELEPHONE FEDERAL
- 355 TELEPHONE FEDERAL
- 360 TELEPHONE FEDERAL
- 365 TELEPHONE FEDERAL
- 370 TELEPHONE FEDERAL
- 375 TELEPHONE FEDERAL
- 380 TELEPHONE FEDERAL
- 385 TELEPHONE FEDERAL
- 390 TELEPHONE FEDERAL
- 395 TELEPHONE FEDERAL
- 400 TELEPHONE FEDERAL
- 405 TELEPHONE FEDERAL
- 410 TELEPHONE FEDERAL
- 415 TELEPHONE FEDERAL
- 420 TELEPHONE FEDERAL
- 425 TELEPHONE FEDERAL
- 430 TELEPHONE FEDERAL
- 435 TELEPHONE FEDERAL
- 440 TELEPHONE FEDERAL
- 445 TELEPHONE FEDERAL
- 450 TELEPHONE FEDERAL
- 455 TELEPHONE FEDERAL
- 460 TELEPHONE FEDERAL
- 465 TELEPHONE FEDERAL
- 470 TELEPHONE FEDERAL
- 475 TELEPHONE FEDERAL
- 480 TELEPHONE FEDERAL
- 485 TELEPHONE FEDERAL
- 490 TELEPHONE FEDERAL
- 495 TELEPHONE FEDERAL
- 500 TELEPHONE FEDERAL
- 505 TELEPHONE FEDERAL
- 510 TELEPHONE FEDERAL
- 515 TELEPHONE FEDERAL
- 520 TELEPHONE FEDERAL
- 525 TELEPHONE FEDERAL
- 530 TELEPHONE FEDERAL
- 535 TELEPHONE FEDERAL
- 540 TELEPHONE FEDERAL
- 545 TELEPHONE FEDERAL
- 550 TELEPHONE FEDERAL
- 555 TELEPHONE FEDERAL
- 560 TELEPHONE FEDERAL
- 565 TELEPHONE FEDERAL
- 570 TELEPHONE FEDERAL
- 575 TELEPHONE FEDERAL
- 580 TELEPHONE FEDERAL
- 585 TELEPHONE FEDERAL
- 590 TELEPHONE FEDERAL
- 595 TELEPHONE FEDERAL
- 600 TELEPHONE FEDERAL
- 605 TELEPHONE FEDERAL
- 610 TELEPHONE FEDERAL
- 615 TELEPHONE FEDERAL
- 620 TELEPHONE FEDERAL
- 625 TELEPHONE FEDERAL
- 630 TELEPHONE FEDERAL
- 635 TELEPHONE FEDERAL
- 640 TELEPHONE FEDERAL
- 645 TELEPHONE FEDERAL
- 650 TELEPHONE FEDERAL
- 655 TELEPHONE FEDERAL
- 660 TELEPHONE FEDERAL
- 665 TELEPHONE FEDERAL
- 670 TELEPHONE FEDERAL
- 675 TELEPHONE FEDERAL
- 680 TELEPHONE FEDERAL
- 685 TELEPHONE FEDERAL
- 690 TELEPHONE FEDERAL
- 695 TELEPHONE FEDERAL
- 700 TELEPHONE FEDERAL
- 705 TELEPHONE FEDERAL
- 710 TELEPHONE FEDERAL
- 715 TELEPHONE FEDERAL
- 720 TELEPHONE FEDERAL
- 725 TELEPHONE FEDERAL
- 730 TELEPHONE FEDERAL
- 735 TELEPHONE FEDERAL
- 740 TELEPHONE FEDERAL
- 745 TELEPHONE FEDERAL
- 750 TELEPHONE FEDERAL
- 755 TELEPHONE FEDERAL
- 760 TELEPHONE FEDERAL
- 765 TELEPHONE FEDERAL
- 770 TELEPHONE FEDERAL
- 775 TELEPHONE FEDERAL
- 780 TELEPHONE FEDERAL
- 785 TELEPHONE FEDERAL
- 790 TELEPHONE FEDERAL
- 795 TELEPHONE FEDERAL
- 800 TELEPHONE FEDERAL
- 805 TELEPHONE FEDERAL
- 810 TELEPHONE FEDERAL
- 815 TELEPHONE FEDERAL
- 820 TELEPHONE FEDERAL
- 825 TELEPHONE FEDERAL
- 830 TELEPHONE FEDERAL
- 835 TELEPHONE FEDERAL
- 840 TELEPHONE FEDERAL
- 845 TELEPHONE FEDERAL
- 850 TELEPHONE FEDERAL
- 855 TELEPHONE FEDERAL
- 860 TELEPHONE FEDERAL
- 865 TELEPHONE FEDERAL
- 870 TELEPHONE FEDERAL
- 875 TELEPHONE FEDERAL
- 880 TELEPHONE FEDERAL
- 885 TELEPHONE FEDERAL
- 890 TELEPHONE FEDERAL
- 895 TELEPHONE FEDERAL
- 900 TELEPHONE FEDERAL
- 905 TELEPHONE FEDERAL
- 910 TELEPHONE FEDERAL
- 915 TELEPHONE FEDERAL
- 920 TELEPHONE FEDERAL
- 925 TELEPHONE FEDERAL
- 930 TELEPHONE FEDERAL
- 935 TELEPHONE FEDERAL
- 940 TELEPHONE FEDERAL
- 945 TELEPHONE FEDERAL
- 950 TELEPHONE FEDERAL
- 955 TELEPHONE FEDERAL
- 960 TELEPHONE FEDERAL
- 965 TELEPHONE FEDERAL
- 970 TELEPHONE FEDERAL
- 975 TELEPHONE FEDERAL
- 980 TELEPHONE FEDERAL
- 985 TELEPHONE FEDERAL
- 990 TELEPHONE FEDERAL
- 995 TELEPHONE FEDERAL
- 1000 TELEPHONE FEDERAL



AREA SUMMARY

TYPE	AREA (SQ FT)	PERCENT	AMOUNT
PRIMARY CARE PARTNERS	8,411	24.71%	84,111
HOSPICE CAMPUS	2,181	6.71%	21,811
3040 x 130 STREET	8,411	24.71%	84,111
3040 x 130 STREET	8,411	24.71%	84,111
3045 x 130 STREET	8,411	24.71%	84,111
3050 x 130 STREET	8,411	24.71%	84,111
TOTAL	33,825	100.00%	338,250

EXHIBIT B

PRIMARY CARE PARTNERS' SERVICES / HOSPICE CAMPUS A PLANNED DEVELOPMENT ODP PLAN

Prepared by: [Firm Name]
 Date: [Date]
 Project No: [Number]

DATE	DESCRIPTION	BY	APP'D
01/11/14	ISSUED FOR PERMIT	[Name]	[Signature]



Date: August 5, 2014
 Author: Harry M. Weiss
 Title/ Phone Ext: DDA Exec Director / 256-4134
 Proposed Schedule: Aug 20, 2014
 2nd Reading: _____
 File # _____

Attach 4
CITY COUNCIL AGENDA ITEM

Subject: Outdoor Dining Lease for Mesa Theater and Club, LLC, Located at 538 Main Street
Action Requested/Recommendation: Adopt Proposed Resolution
Presenter(s) Name & Title: Harry M. Weiss, DDA Executive Director

Executive Summary:

Mesa Theater and Club, LLC, is purchasing the Mesa Theater property and business located at 538 Main Street from the current owner Mesa Theater and Lounge, LLC. As a new business entity, Mesa Theater and Club, LLC, is requesting a first-time Outdoor Dining Lease for an area measuring 350 square feet directly in front of their building. The Outdoor Dining Lease would permit the business to have a revocable license from the City of Grand Junction to expand their licensed premise and allow alcohol sales in this area. The outdoor dining area comprises the same enclosed sidewalk dining area that is currently occupied by Mesa Theater and Lounge, LLC.

Background, Analysis and Options:

Council approved the expansion of sidewalk dining with liquor service in July 2004. However, at that time, it was made clear that permission to serve alcohol on the sidewalk would require a specific lease of the public right-of-way in order to expand the licensed premise under the business’s individual liquor license. In Spring 2012 Council approved a newly revised standard Lease Agreement that is being used in this instance. Approval of this lease will allow the applicant to apply for expansion of its premises through the proper State and City agencies.

How this item relates to the Comprehensive Plan Goals and Policies:

Goal 4: *Support the continued development of the downtown area of the City Center into a vibrant and growing area with jobs, housing and tourist attractions.*

The addition of outdoor dining areas continues to support the vibrant atmosphere of the downtown area, and offers a significant business opportunity for increased sales and greater customer satisfaction.

Board or Committee Recommendation:

There is no board or committee recommendation.

Financial Impact/Budget:

The annual lease rate for the public sidewalk area is \$1.00 per square foot, due at commencement of the lease term.

Legal issues:

No legal issues have been identified.

Other issues:

No other issues have been identified.

Previously presented or discussed:

This has not been previously discussed.

Attachments:

Resolution Authorizing the Lease of Sidewalk Right-of-Way to Mesa Theater and Club, LLC, with supporting documents

DOWNTOWN OUTDOOR DINING LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____ 20____, by and between THE CITY OF GRAND JUNCTION, COLORADO, a municipal corporation, as Lessor, (hereinafter "City") and, Mesa Theater and Club, LLC, dba Mesa Theater and Club as Lessee, (hereinafter "Lessee"), and the Grand Junction Downtown Development Authority as Lessor's Administrative Agent, (hereinafter "DDA").

RECITALS:

The City by Ordinance No. 3650 and subsequently amended by Ordinance No. 4120 established a Sidewalk Restaurant commercial activity permit for restaurants in the Downtown Shopping Park (DSP) on Main Street, Seventh Street and Colorado Avenue.

In accordance with that authority, the City Council and the DDA desire to make certain areas of the sidewalk in the DSP and at other locations as authorized available by lease to proximate land owners and/or lessees that want to make use of a portion of the public way for outdoor dining with or without alcohol service.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, it is agreed as follows:

1. Demise of Premises.

Option B: The City does hereby lease to Lessee the Premises (hereinafter "Premises") comprising approximately 350 square feet of the public way located in front of and immediately abutting the Lessee's business. The Premises and the location of Lessee's primary business facility are more particularly described in the attached Exhibit A.

A brief description of the Lessee's business is attached as Exhibit B.

2. Term.

The term of this Agreement shall commence on August____, 2014. Upon signature by all parties this Agreement supersedes all prior leases, and terminates in 2015 on the date concurrent with the expiration of Lessee's Tavern Liquor License.

3. Rental.

Lessee shall pay rent to Lessor in the total sum of \$350.00, which sum shall be payable in advance at the offices of the City Clerk, Grand Junction City Hall, 250 North 5th Street, Grand Junction, Colorado 81501. If the rent payment is not paid in full when due, a Lease shall not issue.

4. Permitted Uses and Hours of Operation.

Lessee agrees to use the Premises for the purpose of selling and dispensing food and/or beverages to the public. The Premises may be open to the public during Lessee's normal business hours, but in no event shall food and/or beverage service extend beyond 1:00 A.M. Service of alcoholic beverages shall be permitted provided Lessee holds a valid State and City liquor license. Tableside preparation of food shall be permitted pursuant to applicable health and safety regulations; however, fuel-based cooking or food preparation is expressly prohibited in the Premises. Live acoustic music performance is permitted on the Premises,

provided any amplification utilized shall not result in a sound level exceeding 55 decibels measured at a distance of 20 feet from any of the Premises boundaries.

5. Assignment or Subletting Prohibited.

Lessee shall not have the right to assign the lease or to sublet the Premises in whole or in part without the prior written consent of the City.

6. Compliance with Legal Requirements.

Lessee shall comply with all applicable requirements of any governmental or quasi-governmental body including City, County, State or Federal agencies, boards, councils and commissions having jurisdiction respecting any operation conducted on the Premises by Lessee or any equipment, installations or other property placed upon, in or about the Premises by Lessee.

Lessee further agrees to comply with all rules of the DDA relating to the use of the Premises. Prior to commencing alcohol service in the Premises, Lessee shall include the Premises in the licensed service area as required by the liquor laws of the State and City.

Lessee shall not discriminate against any worker, employee or job applicant, or any member of the public because of race, color, creed, religion, ancestry, national origin, sex, age, marital status, physical handicap, status or sexual orientation, family responsibility or political affiliation, or otherwise commit an unfair employment practice.

7. Taxes.

Lessee shall timely list for taxes and pay all tax assessments of whatever kind or nature assessed against or on Lessee's possessory interest, improvements, furnishings, fixtures, inventory, equipment and other property situated or placed upon, in or about the Premises. All such amounts shall be paid prior to delinquency.

8. Utilities.

Lessee shall make arrangements for all utilities, if any, needed at the Premises and is responsible for payment of the fees and charges arising out of the provision and/or use of the utility service(s).

9. Improvements and Personal Property.

All construction, improvements, installations, furniture, fixtures and/or equipment on the Premises shall comply with the following:

a. Lessee may place furniture, fixtures and equipment in the Premises so long as the same do not endanger any passersby or patrons, and are secured to resist wind. No portion of the Lessee's furniture, fixtures or equipment shall extend beyond the boundaries of the Premises nor impede pedestrian traffic on the sidewalk adjoining the Premises. The terms of this paragraph shall be construed to include but not be limited to perimeter enclosures, planters, signs, tables, chairs, shade structures, umbrellas while closed or open and any other fixtures, furniture or equipment placed or utilized by the Lessee. The Lessee may store its fixtures on the Premises at its own discretion and shall accept and retain full responsibility and liability for any damage to or theft of such fixtures. Required perimeter fencing shall be continuously maintained during the term of this Agreement.

b. Lessee shall provide a physical demarcation of the perimeter of the Premises, such as planters or stanchions, subject to DDA approval of the form and location of the same, to facilitate monitoring of potential encroachments beyond the Premises. If alcohol service is permitted in the Premises, the perimeter of the Premises shall be enclosed by a fixed perimeter enclosure no less than thirty (30) inches in height, the material, design and installation of which shall be approved by the DDA. Openings in the enclosure shall not be less than 44 inches wide. If there is a gate it must swing inward to prevent obstruction of the sidewalk.

c. No gas lighting shall be permitted in the Premises. Battery powered lights, candles in wind-protected enclosures, and low wattage electric lights, such as Christmas lights, shall be allowed. Under no circumstances shall electrical wires, extension cords or similar wiring, cables or conduit extend beyond the Premises into the public way, (easement area or otherwise) nor cross pedestrian paths, nor be placed so as to create a tripping hazard. Any suspended lighting must be securely installed to prevent dislodgement, sagging, or other hazard.

d. Signs are expressly prohibited on the Premises, except for the following: i) menu signs in compliance with the City sign code, and ii) umbrellas that display the Lessees business logo, and/or the logo of only one business product that is featured and representative of the theme of the business. Signs shall be subject to approval by the DDA and City. Third party business signs and/or identification are expressly prohibited on the Premises.

e. Lessee shall not utilize sidewalk trash and/or recycling receptacles for refuse generated within the Premises. Lessee may provide a private trash and/or recycling receptacle within the Premises provided that it is emptied and maintained on a regular basis.

f. Lessee shall remove any personal property, including but not limited to improvements, enclosures, furniture, fixtures, equipment or structures installed by it or at its direction on the Premises promptly upon expiration without renewal of this Agreement. Failure to remove said property within ten (10) days of expiration shall be deemed an abandonment of said property, and result in ownership thereof transferring to the DDA which shall have the right to dispose of said property as its own.

10. Safe and Sanitary Condition.

Lessee shall at all time keep the Premises in good repair and free from all litter, dirt, debris, snow, and ice, and in a clean and sanitary condition. Lessee shall not permit nor suffer any disorderly conduct or nuisance whatsoever, which would annoy or damage other persons or property by any alteration to the Premises or by any injury or accident occurring thereon. Lessee shall be responsible, subject to applicable law regulating the discharge of contaminants to the sewer for power-washing or steam cleaning the sidewalk surface of the Premises twice yearly.

11. Lessor and Agent not Liable for Damages or Injuries.

Lessor and its Administrative Agent shall not be responsible to Lessee or to any other person or entity for damages or injuries arising out of the Lessee's use of the Premises. Lessor and/or its Administrative Agent are not an insurer for Lessee's activities and Lessee shall obtain appropriate insurance against potential damages, injury, lost profit or advantage and

any and all other claims as determined in the Lessee's sole and absolute discretion. Lessee shall indemnify and hold harmless the City of Grand Junction and the DDA and its employees, elected and appointed officials, against any and all claims for damages or personal injuries arising from the use of the Premises.

12. Insurance.

Lessee agrees to furnish Certificate(s) of Insurance at least fifteen (15) days prior to the commencement of the term of this Agreement as proof that it has secured and paid for a policy of public liability insurance covering all public risks related to the leasing, use, occupancy, maintenance and operation of the Premises. Insurance shall be procured from a company authorized to do business in the State of Colorado and be satisfactory to the City. The amount of insurance, without co-insurance clauses, shall not be less than the maximum liability that can be imposed upon the City under the laws of the State, as amended. Lessee shall name the City and the DDA as named insureds on all insurance policies and such policies shall include a provision that written notice of any non-renewal, cancellation or material change in a policy by the insurer shall be delivered to the City no less than ten (10) days in advance of the effective date.

13. Inspection, Access and Improvements by City and/or DDA.

Lessee agrees to permit the City, its designated representatives, and/or the DDA to enter upon the Premises at any time to inspect the same and make any necessary repairs or alterations to the sidewalks, utilities, meters or other public facilities as the City may deem necessary or proper for the safety, improvement, maintenance or preservation thereof. Lessee further agrees that if the City shall determine to make changes or improvements affecting the Premises which may affect any improvements placed by the Lessee, that the Lessee, by execution of this Agreement, hereby waives any and all right to make any claim for damages to the improvements (or to its leasehold interest) and agrees to promptly remove any furniture, fixtures, equipment and structures as necessary during such construction periods. The City agrees to rebate all rents in the event it undertakes major structural changes that continue for a period in excess of 14 continuous days during a lease period.

14. Delivery and Condition of Premises upon Expiration or Termination.

Lessee agrees to surrender and deliver up the possession of the Premises in substantially the same condition as received, ordinary wear and tear and approved improvements excepted, promptly upon the expiration of this Lease or upon five (5) days' written notice in the case of the termination of this Lease by City by reason of a breach in any provisions hereof.

15. Limitation of Rights Demised.

The City by this demise hereby conveys no rights or interest in the public way except the right to the uses on such terms and conditions as are described herein and retains all title thereto.

16. Sale or Transfer of Lessee's Business Interest

Lessee hereby affirms that Lessee is the owner and/or lessee of the abutting or approximate property and agrees that on sale or other transfer of such interest, Lessee will so notify the City of the transfer in interest and all right and interest under this Lease shall terminate.

17. Attorney's Fees.

If legal action is taken by either party hereto to enforce any of the provisions of this

Agreement, the prevailing party shall be entitled to recover from the other party all of its cost, including reasonable attorney's fees. If the City and/or DDA uses in-house counsel to prosecute or defend any action arising out of or under this Agreement the City and/or DDA shall be entitled to recover the value of those services at the prevailing rate of private litigation counsel in Grand Junction.

18. Waiver.

No failure by Lessor to exercise any rights hereunder to which Lessor may be entitled shall be deemed a waiver of Lessor's right to subsequently exercise same. Lessee shall gain no rights nor become vested with any power to remain in default under the terms hereof by virtue of Lessor's failure to timely assert his rights. It is further agreed that no assent, expressed or implied, to any breach of any one or more of the covenants or agreements herein shall be deemed or taken to be a waiver of any succeeding or any other breach.

19. Default.

a. Each and every one and all of the following events shall constitute an Event of Default:

i) If Lessee files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act or voluntarily takes advantage of any such act or makes an assignment for the benefit of creditors;

ii) if involuntary proceedings under any bankruptcy law, insolvency or receivership action shall be instituted against Lessee, or if a receiver or trustee shall be appointed for all or substantially all of the property of Lessee and such proceedings are not dismissed, or the receivership or trusteeship vacated, within ten (10) days after the institution or appointment;

iii) if Lessee fails to pay any sum due from it in strict accordance with the provisions of this Lease, and/or fails to pay any tax or assessment of the State, City or DDA and does not make the payment within ten (10) days after written notice thereof. For the purposes hereof, all sums due from Lessee shall constitute rentals whether denominated as rentals or otherwise elsewhere herein and Lessee has absolutely no right of offset;

iv) if Lessee fails to fully perform and comply with each and every condition and covenant of this Lease Agreement, and such failure or performance continues for a period of thirty (30) days after notice thereof;

v) if Lessee vacates or abandons the Premises;

vi) if the interest of Lessee is transferred, levied upon or assigned to any other person, firm or corporation whether voluntarily or involuntarily except as herein permitted;

vii) if Lessor, in any four month period during the Term, or spanning consecutive Terms, gives any notice to Lessee pursuant to subparagraphs iii) or iv) above, notwithstanding Lessee's cure of default within the allowable period or periods.

b. Upon the occurrence of any Event of Default as set forth above, Lessor shall have the right, at its option, to utilize any one or more of the following rights:

i) to cancel and terminate this Lease Agreement and all interests of the Lessee hereunder by giving notice of such cancellation and termination not less than ten (10) days prior to the effective date of such termination. Upon the expiration of said ten (10) day period, the Lessee shall have no further rights under this Lease Agreement (but such cancellation shall not serve to release or discharge the damages Lessee owes to Lessor); and/or

ii) to make any payment required of Lessee herein or correct any condition required to be corrected by Lessee, and Lessor shall have the right to enter the Premises for the purpose

of correcting any such condition and to remain on the Premises until the complete correction of such condition. However, no expenditure by Lessor on behalf of Lessee shall be deemed to waive or release Lessee's breach hereof and Lessor shall retain all rights to proceed against Lessee as set forth herein; and/or

iii) to reenter the Premises immediately with or without order of court and without claim of trespass, remove the property of Lessee and store such property in a public warehouse or such other location selected by Lessor, all at the expense of Lessee. After such reentry, Lessor shall have the right to terminate this Lease Agreement by giving ten (10) days notice of termination to Lessee, but without such notice, the reentry by Lessor shall not terminate this Lease Agreement. On termination, Lessor may recover from Lessee all damages resulting from Lessee's breach, including the cost of recovery of the Premises and placing them in satisfactory condition; and/or

vi) all other rights and remedies provided by law to a Lessor with a defaulting Lessee including all such money damages as Lessor shall be entitled pursuant to the law of damages.

c. In the event of any conflict between any of the provisions hereof regarding the amount of time that must elapse without cure after notice of breach before the same constitutes an Event of Default, then the provisions establishing the least amount of time to cure after notice shall prevail.

d. Upon any breach hereof, regardless of whether such breach is, or becomes, an Event of Default; Lessor shall be reimbursed by Lessee for any reasonable attorney's fees incurred by Lessor in connection with such breach.

20. Notices and Written Consents.

All notices and written consents required under this Agreement shall be in writing and either hand delivered or mailed by first class certified mail to the following parties:

To Lessor: City of Grand Junction c/o City Attorney
250 North 5th Street
Grand Junction, Colorado 81501

To Lessee: Mesa Theater and Club, LLC
538 Main Street
Grand Junction, CO 81501

To Agent: Downtown Development Authority c/o Executive Director
248 South 4th Street
Grand Junction, CO 81501

Notices shall be deemed served upon posting the same s addressed above and sent as First Class United States mail.

21. Binding Effect and Complete Terms.

The terms, covenants, conditions and agreements herein contained shall be binding upon and inure to the benefit of and shall be enforceable by Lessor and Lessee and by their respective heirs, successors and assigns. All negotiations and agreements of Lessor and Lessee are merged herein. No modification hereof or other purported agreement of the parties shall be

enforceable unless the same is in writing and signed by the Lessor and Lessee. This Lease supersedes all prior leases between Lessor and Lessee.

22. Construction of Lease.

This Lease shall not be construed more strictly against either party regardless of which party is responsible for the preparation of the same.

23. Performance Standards.

It is the intention of all parties hereto that the obligations hereunder and actions related hereto will be performed in accordance with the highest standards of commercial reasonableness, common sense and good faith.

24. Authorization of Parties.

Each individual executing this Lease as director, officer, partner, member, or agent of a corporation, limited liability company, or partnership represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of such corporation, limited liability company, or partnership and that reasonable evidence of such authorization will be provided to the other party upon request.

25. Administrative Agent.

In conformance with the City's delegation of management responsibilities and authority concerning the Downtown Shopping Park and others areas of the public way in downtown Grand Junction, the City designates the DDA to serve as its Agent for the administration and enforcement of this Agreement.

IN WITNESS WHEREOF, the parties have signed and sealed this Lease Agreement, this day and year first above written.

Lessor:

Lessee:

By: Richard Englehart, City Manager
City of Grand Junction

By: S. Eric Smith
Mesa Theater and Club, LLC

Agent:

By: Harry M. Weiss, Executive Director
Downtown Development Authority

EXHIBIT A

Proposed Lease Area:

The area of sidewalk immediately in front of and abutting
538 Main Street, Grand Junction, CO (Mesa County Parcel Number 2945-143-17-011)
more particularly described in the dimensioned sketch below:

Exhibit B: Brief Description of Business / DDA Certification: include date, who prepared and lessee signature or initials

Business Name (name of insured): Mesa Theater and Club, LLC

DBA (if needed): Mesa Theater and Club

Applicant / Relationship to Business: Operating Manager / Owner

Contact Phone and Email: 970-412-8605 mthbooking@gmail.com

Type of Food/Beverage to be served in leased area: Beer/Wine/Whiskey

Days of Operation / Operating Hours: Wednesday - Saturday / Variable by show

How this operation will benefit Downtown Grand Junction:
Continuing to provide a stable night life and bring arts into the community

Number of tables to be used in the leased area: 6 max

Number of chairs to be used in the leased area: 18 max

Semi-permanent or movable structures including carts, stands, signs, etc: _____

One sculpsich sign

Describe any musical or vocal presentations or effects to be used in the leased area:

Occasionally an acoustic or by permit through Trolley Plaza

Copies of Current

Permits & Licenses Obtained:	State Sales Tax	<u>/</u>
	City Sales Tax	<u>/</u>
	Liquor License	<u>In processing</u>
	Restaurant/Food Service	<u>N/A</u>

Proof of Liability Insurance Coverage Provided? _____

DDA Certification: The Downtown Development Authority hereby finds that this application is proper, that all applicable permits have been obtained or will be obtained, that it is in compliance and will further the goals and objectives of the Plan of Development for Downtown Grand Junction, and that no current application exists for this location.

Signed: _____ Date: _____

If denied, state reason:

Exhibit C: Assurances, Hold Harmless and Indemnity Agreement

The Applicant assures the Downtown Development Authority and the City of Grand Junction that if a lease is issued, s/he will comply with all of the requirements and provisions of Grand Junction City Ordinance 3609, all other applicable ordinances and laws, and the Plan of Development for Downtown Grand Junction. The applicant further assures that s/he has obtained or will obtain all of the necessary and required permits or licenses to engage in the business or activity proposed.

I, S. Eric Smith, applicant for a Lease to conduct activities in the Downtown Shopping Park area, agree that I shall:

(a) Hold harmless the City of Grand Junction, its officers and employees, and the Downtown Development Authority of Grand Junction, its officers and employees, from any claims for damage to property or injury to persons which may arise from or be occasioned by any activity carried on by me within the Downtown Shopping Park, and

(b) Indemnify the City of Grand Junction, its officers and employees, and the Downtown Development Authority, its officers and employees, against any claim, loss, judgment, or action, or any nature whatsoever, including reasonable attorney fees, that may arise from or be occasioned by any activity carried on by me within the Downtown Shopping Park.

I realize that consideration for this release is the granting of a lease to me by the City of Grand Junction, and I realize and agree that this Hold Harmless/ Indemnity Agreement shall take effect whenever I begin to conduct the type of activities for which the lease has been applied or when the permit is issued, whichever is earlier. I also understand and agree that this agreement shall apply to any activities which I carry on which are done in violation of the terms of this lease.

Executed this 6th day of August, 2011.

Signed: 

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE LEASE OF SIDEWALK
RIGHT-OF-WAY TO MESA THEATER AND CLUB, LLC DBA MESA THEATER AND CLUB**

Recitals:

The City has negotiated an agreement for Mesa Theater and Club, LLC dba Mesa Theater and Club, to lease a portion of the sidewalk right-of-way located in front of 538 Main Street from the City for use as outdoor dining; and

The City Council deems it necessary and appropriate that the City lease said property to Mesa Theater and Club, LLC dba Mesa Theater and Club.

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

The City Manager is hereby authorized and directed to sign the Lease Agreement leasing the City-owned sidewalk right-of-way for an initial term commencing August ____, 2014, and terminating in 2015 on the date concurrent with the expiration of Lessee's Tavern Liquor License, for the rental sum of \$350.00, to Mesa Theater and Club, LLC.

PASSED and ADOPTED this ____ day of _____, 2014.

President of the Council

Attest:

City Clerk



Date: August, 7, 2014
 Author: Stephanie Tuin
 Title/ Phone Ext: City Clerk/1511
 Proposed Schedule: August 20, 2014
 2nd Reading
 (if applicable): _____
 File # (if applicable): _____

Attach 5
CITY COUNCIL AGENDA ITEM

Subject: Mailing Services for City of Grand Junction
Action Requested/Recommendation: Authorize the Purchasing Division to Enter into a Contract with Mail Managers, Inc. to Provide Regular Daily Pickup Mailing Services in the Estimated Annual Amount of \$69,114
Presenter(s) Name & Title: Stephanie Tuin, City Clerk Jay Valentine, Internal Services Manager

Executive Summary:

This request is for contract services for regular daily pickup mailing services to be provided for the City of Grand Junction departments/divisions.

Background, Analysis and Options:

The City has contracted with Mail Managers for the regular pick-up and delivery of the mail city-wide for many years. The majority of the mail goes through the City Clerk’s Office but there are several outlying locations where Mail Managers picks up and delivers under their current contract. Those outlying divisions budget and pay Mail Managers directly but the contact addresses the amount spent city-wide. The previous contract was been an annual contract with two options for renewal.

By using Mail Managers, the City is afforded pre-sort postage rates. Although Mail Managers charges a per piece handling fee, with the postage savings the net cost to the City is very minimal. The cost benefit of using an outside mailing service is continually reviewed and an outside service at the current pricing structure is still the best option.

A formal Invitation for Bids was issued via BidNet (an on-line site for government agencies to post solicitations), posted on the City’s Purchasing website, sent to the Grand Junction Chamber of Commerce, a list of known mailing services providers, and advertised in The Daily Sentinel. For the Regular Daily Pickup Mailing Services portion of the solicitation request, no bids were received.

Therefore, negotiations were entered into with the City's current regular daily pickup mailing services provider, Mail Managers, Inc., and new updated pricing parameters have been established for continuation of services. To the City's knowledge, there are no other mailing service providers that have the ability, resources, or proper equipment to fulfill the City's needs for regular daily pickup mailing services.

How this item relates to the Comprehensive Plan Goals and Policies:

The Comprehensive Plan goals are not a factor with this contract except that it allows the City to perform its business operations.

Board or Committee Recommendation:

None.

Financial Impact/Budget:

The amount for postage services is estimated annually and appropriated.

Legal issues:

There are no known legal issues with the procurement.

Other issues:

No other issues have been identified.

Previously presented or discussed:

This has not previously discussed.

Attachments:

None.



Date: August 11, 2014
 Author: Justin Vensel
 Title/ Phone Ext: Project Engineer/
4017
 Proposed Schedule: August 20, 2014
 2nd Reading
 (if applicable): _____
 File # (if applicable): _____

Attach 6
CITY COUNCIL AGENDA ITEM

Subject: 24 ½ Road Deceleration Lane at the Grand Valley Transit Transfer Site
Action Requested/Recommendation: Authorize the City Purchasing Division to Enter into a Contract with Sorter Construction of Grand Junction, CO for the 24 ½ Road Deceleration Lane at the Grand Valley Transit Transfer Facility in the Amount of \$84,523
Presenter(s) Name & Title: Greg Lanning, Public Works and Utilities Director Jay Valentine, Internal Services Manager

Executive Summary:

This request is to award a construction contract for the road improvements along 24½ Road, north of Patterson Road, at the new Grand Valley Transit transfer site.

Background, Analysis and Options:

This project is being completed using Transportation Capacity Payment (TCP) funds. The project includes construction of a 300 foot deceleration lane with attached curb and gutter. The improvement is located along the east side of 24½ Road adjacent to the Grand Valley Transit (GVT) transfer site. Construction of the deceleration lane will provide for safe access to the GVT site from 24½ Road. The improvement was warranted based on a traffic analysis conducted by the Transportation Engineer.

A formal solicitation was advertised in the Daily Sentinel, and sent to Western Colorado Contractor’s Association (WCCA), and posted on the City's website. Two bids were received from local contractors.

The following bids were received:

Firm	Location	Amount
Sorter Construction	Grand Junction, CO	\$84,523
United Companies	Grand Junction, CO	\$107,943

This project is scheduled to begin on September 8, 2014 with an expected final completion date of September 30, 2014.

How this item relates to the Comprehensive Plan Goals and Policies:

Goal 9: Develop a well-balanced transportation system that supports automobile, local transit, pedestrian, bicycle, air, and freight movement while protecting air, water and natural resources.

This improvement will provide a safer turning movement off of 24½ Road for traffic entering the Grand Valley Transit site.

Board or Committee Recommendation:

There is no board or committee recommendation.

Financial Impact/Budget:

\$100,000 is budgeted in the Transportation Capacity Fund to complete this project.

Legal issues:

There are no legal issues anticipated.

Other issues:

No other issues have been identified

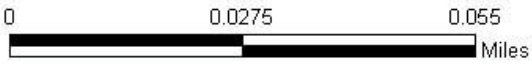
Previously presented or discussed:

This has not been previously presented or discussed.

Attachments:

Map of Project Area

24.5 Road GVT Deceleration Lane



Printed: 8/12/2014

1 inch = 94 feet





Date: August 8, 2014
 Author: Bret Guillory
 Title/ Phone Ext: Utility Engineer,
244-1590
 Proposed Schedule: August 20, 2014

Attach 7
CITY COUNCIL AGENDA ITEM

Subject: Purchase of Digester Mixing System Equipment for the Persigo Wastewater Treatment Plant
Action Requested/Recommendation: Authorize the City Purchasing Division to Purchase Vertical Linear Motion Mixing Equipment from Ovivo USA, LLC in the Amount of \$143,335
Presenter(s) Name & Title: Greg Lanning, Public Works and Utilities Director Jay Valentine, Internal Services Manager

Executive Summary:

This request is to approve a sole source purchase of digester mixing equipment from Ovivo USA, LLC, to replace and upgrade 30 year-old mixing equipment at the Persigo Wastewater Treatment Plant. A sole source is required because only one vendor provides this unique equipment.

Background, Analysis and Options:

The anaerobic digester is an important component of the wastewater treatment process that aids in the reduction of solids separated out of the water treatment process. Mixing equipment contained within the digester provides more efficient treatment (digestion) of the solids.

During routine maintenance of the digester late last year, crews determined rehabilitation was needed on the lid of the digester and the mixing equipment. It was determined the cost of the repair and rehabilitation of the existing mixing equipment would be nearly half the purchase of new equipment and since the mixing equipment is nearing the end of its useful life, replacement was necessary. Staff looked at several different types of digestion processes and found the vertical linear mixing system equipment to be the most efficient, and best suited for the process needs of the treatment plant. The Vertical Linear Motion (VLM) mixer equipment is sold exclusively by Ovivo. Considerations for capital cost, operation and maintenance, and energy efficiency, were included in the evaluation of the mixing systems.

This digester is one of two digesters in the solids treatment process at the treatment plant. Although the plant can operate for a short time with one digester out of service, it is important to get it back on line as soon as practicable. The repair of the lid and the

mixing equipment was not anticipated and was not discovered until the digester was taken off line for maintenance.

A formal cost proposal for the mixing equipment was received from Ovivo on July 17, 2014. Based on this proposal the equipment cost delivered to the site would be \$143,335 and would require 18 weeks for delivery. Given this very long lead time, staff is requesting the mixing equipment be purchased now for installation early next year to get the digester back in operation. The remaining costs for Installation and repairs to the lid will be programmed into the 2015 budget process.

How this item relates to the Comprehensive Plan Goals and Policies:

Goal 12: Being a regional provider of goods and services the City and County will sustain, develop and enhance a healthy, diverse economy.

This process equipment replacement and rehabilitation will guard against failure and ensure longevity for the wastewater treatment system.

Board or Committee Recommendation:

This item has been presented to the Mesa County Board of County Commissioners by the Mesa County Public Works Director.

Financial Impact/Budget:

Although this repair is not currently budgeted, there are adequate reserves in the Joint Sewer Operations Fund for purchase of this equipment. The equipment purchase will be included in the 2014 supplemental budget process. Since this purchase is for the equipment only, the installation and lid repair will be requested in the fiscal year 2015 budget.

Legal issues:

There are no known legal issues with the procurement. Following approval, a standard purchase order for the equipment will be executed.

Previously presented or discussed:

This item has not been previously discussed.

Attachments:

Sole Source Documentation
Ovivo Submittal

Form A

**CITY OF GRAND JUNCTION
SOLE SOURCE JUSTIFICATION FORM**

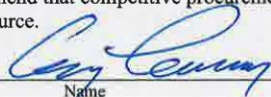
Date: <u>July 15, 2014</u>	Requested By: <u>Bret Guillory</u>
Department: <u>PW&U</u>	Division: <u>Utilities - Persigo</u>
Vendor Name: <u>Ovivo</u>	Net Cost Delivered: \$ <u>143,335.00</u>

SOLE SOURCE JUSTIFICATION
(INITIAL ALL ENTRIES THAT APPLY)

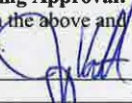
Material/Service Description: Vertical Linear Motion Mixer for Anaerobic Digester

- _____ - The vendor is the original equipment supplier/manufacturer with similar parts or equipment and equipment/parts are not available from another manufacturer;
- _____ - The compatibility or conformity with City-owned equipment or materials in which nonconformance would require the expenditure of additional funds;
- _____ - No other equipment is available that shall meet the specialized needs of the department or perform the intended function;
- _____ - Detailed justification is available which reasonably establishes that the vendor is the only source practicably available to provide the item or service required;
- _____ - Written demonstration and justification is available which reasonably and practicably establishes that the selection of a sole source vendor is in the best interest of the City;
- sbg - The product equipment or service is functionally superior to all other competitive products.

Departmental Approval:
I recommend that competitive procurement be waived and that the service or material described herein be purchased as a sole source.

Signed: , DPW:u, 8-5-14
Name Title Date

Purchasing Approval:
Based on the above and attached documents, I have determined this to be a sole source with no other vendor practicably available.

Signed: , 8-5-14
Purchasing Manager Signature Date

Final Authorization
City Manager Approval Required (\$25K to \$50K) yes / no

Signed: _____, _____
City Manager Signature Date

City Council Approval Required (over \$50K) yes / no

Attach Justification Documentation and Forward to City Purchasing Division



PROPOSAL
for
CITY OF GRAND JUNCTION, CO
WASTEWATER TREATMENT PLANT

submitted to
CONTRACTORS

from
OVIVO USA, LLC
4246 RIVERBOAT ROAD
SUITE 300
SALT LAKE CITY, UT 84123

Bid Date: August 7, 2014
Ovivo Proposal No: 1-54-0030 REV1

PROPOSAL

Ovivo USA, LLC
4246 Riverboat Road, Suite 300 • Salt Lake City, Utah 84123 USA
www.ovivowater.com

DATE: August 7, 2014
TO: Grand Junction WWTP
Grand Junction, CO
BID DATE: August 7, 2014

Ovivo USA, LLC is pleased to submit a proposal for the following equipment (the "Products") on the project indicated above (the "Project"). This proposal, either in its original form or in its "as sold" format, constitutes Ovivo's contractual offer of goods and services in connection with the Project. Please contact Ovivo's sales representative in your area for any questions or comments you may have in connection with this proposal. The address is:

Ambiente H2O Inc.
1500 West Hampden Ave.
Suite 5-D
Sheridan, CO 80110

Attention: Steve Hansen, P.E.
Telephone: 303-433-0364
E-Mail: shansen@ambienteh2o.com

BID PRICING

<u>ITEM</u>	<u>SPECIFICATION SECTION</u>	<u>EQUIPMENT</u>	<u>ESTIMATED SHIP DATE*</u>	<u>PRICE</u>
I	NA	Linear Motion Sludge Mixer	*	\$ 135,900
Optional Adder:				
II	N/A	Spare Parts		\$7,435

PROPOSAL

Ovivo USA, LLC
4246 Riverboat Road, Suite 300 • Salt Lake City, Utah 84123 USA
www.ovivowater.com

DELIVERY

- * Ovivo will submit drawings for approval within six (6) weeks after Purchaser's receipt of Ovivo's written acknowledgement of an approved purchase order. Ovivo intends to ship all Products eighteen (18) weeks after receipt of approved drawings from Purchaser. However, the dates of drawing submission and shipment of the Products represents Ovivo's best estimate, but is not guaranteed, and Ovivo shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in this proposal. If such delivery is prevented or postponed by reason of Force Majeure, as defined in Ovivo's standard terms and conditions of sale, Ovivo shall be entitled at its option to tender delivery to Purchaser at the point or points of manufacture, and in default of Purchaser's acceptance of delivery, to cause the Products to be stored at such a point or points of manufacture at Purchaser's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this proposal. If shipment is postponed at request of Purchaser, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from Ovivo that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by Ovivo with respect to the Products shall be for the account of Purchaser and shall be paid by Purchaser when invoiced.

PROPOSAL

Ovivo USA, LLC
4246 Riverboat Road, Suite 300 • Salt Lake City, Utah 84123 USA
www.ovivowater.com

ITEM I – LINEAR MOTION SLUDGE MIXER–



Figure 1: LM™ Mixer

LM™ (Linear Motion) Mixers offer solutions to the challenges of mixing wastewater in both thin sludge and thick sludge applications, providing homogeneous mixing by creating a turbulent liquid-core of micro and macro eddy currents. These currents are accelerated rapidly through the central opening of an oscillating ring-shaped hydro-disk, which moves up and down through the mix, creating the distinctive linear motion mixing action of the LM™ Mixer.

The frequency, stroke and size of the hydro-disk control the force and velocity of the liquid-core. The LM™ Mixer's oscillating motion produces a flow pattern that approaches nearly isotropic (uniform) mixing. Additionally, LM™ Mixers use pulsating pressure waves in conjunction with the oscillating velocity. In this type of concurrent action the oscillating pressure wave and velocity are coupled together to enhance mass transfer and produce a uniform mixture of the tank's contents.

Ovivo proposes to furnish one (1) LM™ Mixer Model lm12/7.5/72 to be installed on Secondary Digester. The design of the proposed mechanism is based upon Ovivo standard engineering practices and details which will meet the intent of the Engineer's Specifications.

Please refer to illustrative Drawing No. LMMSAGA-01.



Figure2: LM™ Mixer (showing both inside of tank and top of cover)

PROPOSAL

DESIGN PARAMETERS

Number of Digester	One (1)
Tank Diameter	60 ft
Top of wall elevation	35 ft
Maximum liquid level elevation	32.0 ft
Minimum liquid level elevation ¹	18.96 ft
Corbel elevation	16.0 ft
Bottom of tank elevation	4.0 ft
Bottom of cone elevation	-2.0 ft
Volume (approx.)	634,520 gal

¹This elevation was not listed. Please verify.

SCOPE OF SUPPLY

Items Included
7.5 hp Explosion proof, 1800 rpm 220/440 V, 3 Ø, 60 Hz per Section 2.03.
Mounting plate per Section 2.4.
Liquid Seal per Section 2.3.
Fasteners for mounting plate, 304 stainless steel.
72 in Hydro-disk, 304L stainless steel.
Lower shaft, 304L stainless steel.
Precision machined cam driving system.
Drive system as follows:
<ul style="list-style-type: none"> - Drive mechanism stand. - Drive mechanism enclosure. - Driving cam with follower. - Dual rail linear bearing mounted Scotch yoke mechanism. - Driving shaft with quad seal arrangement. - Dual bearing assembly.
Local Hand/Off/Auto control station:
<ul style="list-style-type: none"> - NEMA 7, Remote/local operation.
Computational Fluid Dynamics (CFD) mixing analysis per Section 1.5.D. As noted in the "Clarification and Exception " segment of this proposal.
Mild Steel construction except as noted.
Service as noted in the "Field Service" segment of this proposal.
Painting as noted in the "Surface Preparation and Painting" segment of this proposal.
FOB factory. Freight allowed to the jobsite.
Items Not Included (But Not Limited To The Following):
Main control panel.
Motor starters and/or VFDs.
Spare parts .
Piping, fittings, tubing and pipe supports.

PROPOSAL

Digester cleaning and temporary dewatering.
Wiring / conduit.
Field touch-up paint.
Flooring walkways, stairs, steps, ladders, etc.
Sealant, insulation, lubricants.
Unloading, storage, installation.
Inspection of the digester tank or internal components conditions.
Evaluation of existing piping inside the tank for necessary modifications.

TECHNICAL DATA

Size	7.5 hp
Model	LM12/7.5/72
Stroke Length	12 in
Hydro Disk Diameter	72 in
Cycle time	30 cpm
Estimated Dead Weight ¹	6,500 lbs
Estimated Max. Dynamic Load ¹	2,630 lbs

¹ Estimate per unit. Please note that weights and loads are estimates only.

SURFACE PREPARATION AND PAINTING:

Ovivo will ship all fabricated steel painted per as follows:

Surface Preparation: SSPC-SP-10, near-white blast cleaning
 Prime Coat: Tnemec Series N69 or equal @ 4-6 mils DFT.
 Finish Coat: Tnemec Series N69 or equal @ 4-6 mils DFT.

Stainless steel components will not be painted. The Field touchup is not included in the proposal.

FIELD SERVICE:

This proposal includes the service of a qualified service engineer per Section 1.6 for the following:

One (1) trips / Two (2) days

One (1) trip for one (1) day for start-up and instruct operations personnel
 One (1) day for inspect completed installation

Additional service days can be purchased at the current rate.

PROPOSAL

Ovivo USA, LLC
 4246 Riverboat Road, Suite 300 • Salt Lake City, Utah 84123 USA
 www.ovivowater.com

CLARIFICATIONS AND EXCEPTIONS

Computational Fluid CFD

Ovivo will provide a CFD for this application. The CFD analysis does not include any internal pipe work as it is considered negligible in the analysis. The analysis will include average flow in the tank and will include images of the cross section of the tank to show the velocity vectors.

General

Ovivo is an international company, and as such may fabricate products at one of our qualified international fabrication shops; therefore any imperial sizes and thicknesses would be supplied as the metric equivalent (6mm = ¼").

To clarify, Ovivo's proposal does not include piping, gas takeoff, ballasts, gas control connections, insulation, installation or testing.

Ovivo's scope of supply does not include any gas handling equipment, valves, , piping, fittings, tubing, and connections..

Ovivo's scope of supply does not include any inspection or structural evaluation of the existing digesters' condition. This was performed on a previous project. Ovivo relies solely upon the information disclosed by the Owner when determining the scope, scheduling, site preparation, labor, materials, equipment, products, training, and service to be included in this Project. Owner shall be responsible for the accuracy and veracity of any data or other information it discloses to Ovivo in connection with the Project.

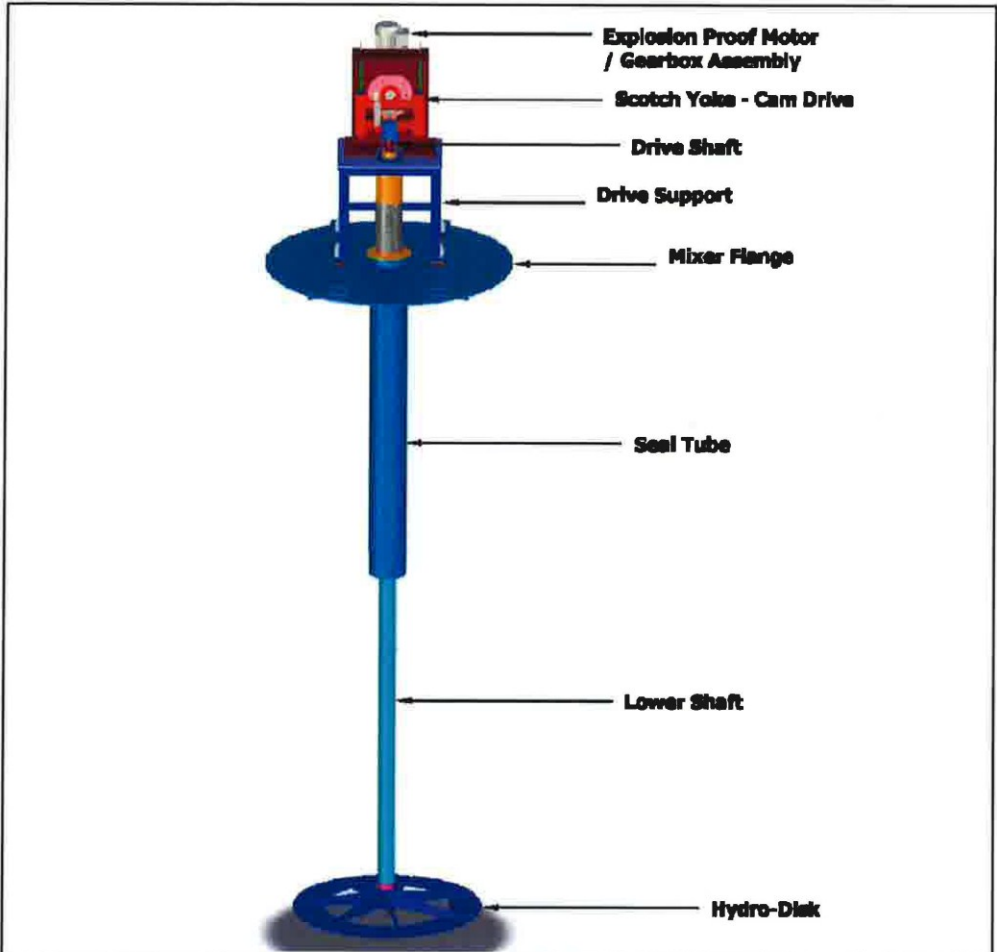
In addition, Ovivo has a list of recommended spare parts that it has provided pricing for. The recommended spare parts are found below:

RECOMMENDED SPARE PARTS:

- Two (2) Mixer Rails
- Four (4) Mixer Sliding Blocks
- One (1) CAM Follower Assembly
- Four (4) Wear Plates, Alum/Bronze
- One (1) Top Guide Bar
- One (1) Bottom Guide Bar

PROPOSAL

Ovivo USA, LLC
4246 Riverboat Road, Suite 300 • Salt Lake City, Utah 84123 USA
www.ovivowater.com



INITIAL RELEASE		-	-	-	-	⚠	
REVISION		EN/ECO	BY	CHECK'D	DATE		
A <small>©COPYRIGHT 2010 GLV ALL RIGHTS RESERVED - REV E</small>		 THIRD ANGLE PROJECTION		OVIVO Bringing water to life LM-12 LINEAR MOTION MIXER GENERAL ARRANGEMENT			
<small>THIS DRAWING CONTAINS CONFIDENTIAL PROPRIETARY INFORMATION OF OVIVO, AND ITS AFFILIATES, AND IS NOT TO BE DISCLOSED NOR TO BE USED EXCEPT FOR EVALUATING PROPOSALS OF OVIVO OR INSTALLING, OPERATING OR MAINTAINING OVIVO EQUIPMENT, UNLESS OTHERWISE AUTHORIZED IN WRITING BY OVIVO.</small> UNCONTROLLED COPY IF PRINTED							
REF. FROM:	-	DO NOT SCALE PRINTS		DWG. NO.	-	SHEET	REV
DATE (mm/dd/yyyy)	--/--	WORKMANSHIP STANDARD ES0001 APPLIES				1 OF 1	A
DRAWN	-	ORIGINAL S.O.					
CHECK'D	-	-					

PRICING TERMS

The prices quoted are based upon Purchaser's acceptance of this proposal, through the submission of a purchase order or other written acceptance, being placed no later than 60 days after date of bid opening. After expiration of the pricing effectivity period, prices will be subject to review and adjustment. Prices quoted are FOB surface point of shipment, with freight included to an accessible point nearest the jobsite. Federal, state or local sales, use or other taxes are not included in the sales price.

PAYMENT TERMS

Payment terms are:

Ten percent (10%) net cash after submittal and

Eighty percent (80%) net cash upon shipment of major Product items; and

Ten percent (10%) upon the earlier of (a) Product startup and (b) one hundred eighty (180) days after completion of shipment.

Credit is subject to acceptance by the Ovivo Credit Department.

Purchaser shall remit payment for proper invoices received from Ovivo in accordance with the payment terms stated above even if the Purchaser has not been paid by the Purchaser's customer (the "Owner"), if Purchaser is not the end-user of the Products. Payments are due within thirty (30) days after Purchaser's receipt of invoice. Overdue and unpaid invoices are subject to a service charge of 2% per month until paid.

If Purchaser requests or causes cancellation, suspension or delay of Ovivo's work, Purchaser shall accept transfer of title and pay Ovivo all appropriate charges incurred up to date of such event plus Ovivo's overhead and reasonable profit. Additionally, all charges related to and risks incidental to storage, disposition and/or resumption of work shall be borne solely by Purchaser. Full payment for all work shall be due and payable thirty (30) days from the date work is placed into storage.

PROPOSAL

TAXES

Federal, State or local sales, use or other taxes are not included in the sales price. Such taxes, if applicable, shall be for Purchaser's account.

BACKCHARGES

In no event shall Purchaser/Owner do or cause to be done any work, purchase any services or material or incur any expense for the account of Ovivo, nor shall Ovivo be responsible for such work or expenses, until after Purchaser/Owner has provided Ovivo's PROJECT MANAGER full details (including estimate of material cost and amount and rate of labor required) of the work, services, material or expenses, and Ovivo has approved the same in writing. Ovivo will not accept Products returned by Purchaser/Owner unless Ovivo has previously accepted the return in writing and provided Purchaser/Owner with shipping instructions.

****PURCHASE ORDER SUBMISSION****

In an effort to ensure all purchase orders are processed timely and efficiently, please submit all purchase order documentation to the following department and address:

Attn: Order Entry Administrator
Ovivo USA, LLC
4246 Riverboat Road, Suite 300
Salt Lake City, Utah 84123

Fax #: 801-931-3080
Tel. #: 801-931-3000

PROPOSAL

Ovivo USA, LLC
4246 Riverboat Road, Suite 300 • Salt Lake City, Utah 84123 USA
www.ovivowater.com

ADDITIONAL FIELD SERVICE

When included and noted in the Product pricing of each proposal item, Ovivo will supply the service of a competent field representative to inspect the completed installation and adjustment of equipment, supervise initial operation, and instruct Owner's personnel in the operation and maintenance of each proposal item for the number of eight (8) hour days. Notwithstanding Ovivo's performance of the above-referenced services, Ovivo shall not be held liable for any faulty workmanship or other defects in the Products' installation, or for other goods and/or services, performed by third parties unless such goods and/or services are expressly included under Ovivo's scope of work.

If additional service is required, it will be furnished to the Purchaser and billed to him at the current rate for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

It shall be the Purchaser's responsibility to provide for all necessary lubrication of all equipment prior to placing equipment in operation. All equipment must be in operating condition and ready for the Field Service Engineer when called to the project location. Should the Purchaser/Owner not be ready when the Field Service Engineer is requested or if additional service is requested, the Ovivo current service rates will apply for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

SURFACE PREPARATION AND PAINTING GENERAL INFORMATION

If painting the Products is included under Ovivo's scope of work, such Products shall be painted in accordance with Ovivo's standard practice. Shop primer paint is intended to serve only as minimal protective finish. Ovivo will not be responsible for condition of primed or finished painted surfaces after equipment leaves its shops. Purchasers are invited to inspect painting in our shops for proper preparation and application prior to shipment. Ovivo assumes no responsibility for field service preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism erection.

Clarifier motors, gear motors and center drives shall be cleaned and painted with manufacturer's standard primer paint only.

It is our intention to ship major steel components as soon as fabricated, often before drives, motors and other manufactured components. Unless you can insure that shop primed steel shall be field painted within thirty (30) days after arrival at the jobsite, we encourage you to purchase these components in the bare metal (no surface prep or primer) condition.

Ovivo cannot accept responsibility for rusting or deterioration of shop applied prime coatings on delivered equipment if the primed surfaces have not been field painted within thirty (30) days of arrival at the jobsite using manufacturers' standard primers. Other primers may have less durability.

PROPOSAL

PRICE ESCALATION

The prices submitted are based upon Purchaser's acceptance of this proposal up sixty (60) days after the date of this proposal.

If the above indicated order date is exceeded, prices and shipping dates are subject to review and adjustment. Should shipment dates be exceeded because of actions of parties other than by Ovivo, escalation of the selling prices at the rate of 1.5% per month for each month or partial month of delay will be applied. This escalation will be applied only if shipment is delayed by actions of parties other than by Ovivo.

GENERAL ITEMS NOT INCLUDED

Unless specifically and expressly included above, prices quoted by Ovivo do not include unloading, hauling, erection, installation, piping, valves, fittings, stairways, ladders, walkways, grating, wall spools, concrete, grout, sealant, dissimilar metal protection, oakum, mastic, field painting, oil or grease, electrical controls, wiring, mounting hardware, welding, weld rod, shims, leveling plates, protection against corrosion due to unprotected storage, special engineering, or overall plant or system operating instructions or any other products or services.

MANUALS

The content of any and all installation, operation and maintenance or other manuals or documents pertaining to the Products are copyrighted and shall not be modified without the express prior written consent of Ovivo. Ovivo disclaims any liability for claims resulting from unauthorized modifications to any such manuals or other documents provided by Ovivo in connection with the Project.

PROPOSAL

WARRANTY AND CONDITIONS

Ovivo standard Terms and Conditions of Sale, QFORMEWT 0115-02031 is attached and made an essential part of this proposal. These terms and conditions are an integral part of Ovivo's offer of Products and related services and replace and supersede any terms and conditions or warranty included in Purchaser or Owner requests for quotation or specifications and cannot be changed without written approval from an authorized representative of Ovivo.

CONFIDENTIALITY

The contents of this proposal are confidential and shall be used by Purchaser and/or Owner only for the purpose of evaluating Ovivo's offer of goods and services in connection with the Project. Purchaser/Owner shall not disclose the contents of this proposal to any third party without the prior written consent of Ovivo. Purchaser/Owner may however, add this proposal to the bid documents stating that the contents are to be used for bidding purposes only and not to be shared with any other third party.

Very truly yours,

Ovivo USA, LLC



Carla Wirth
Proposal Coordinator

Attachment:

Ovivo USA, LLC General Terms and Conditions

PROPOSAL

Ovivo USA, LLC
4246 Riverboat Road, Suite 300 • Salt Lake City, Utah 84123 USA
www.ovivowater.com

OIVO
Bringing water to life
Terms & Conditions of Sale

1. ACCEPTANCE. The proposal of Oivo USA, LLC ("SELLER"), as well as these terms and conditions of sale (collectively the "Agreement"), constitutes SELLER's contractual offer of goods and associated services, and PURCHASER's acceptance of this offer is expressly limited to the terms of the Agreement. The scope and terms and conditions of this Agreement represent the offer by SELLER and supersede all prior solicitations, discussions, agreements, understandings and representations between the parties. Any scope or terms and conditions included in PURCHASER's acceptance/purchase order that are in addition to or different from this Agreement are hereby rejected.

2. DELIVERY. Any statements relating to the date of shipment of the Products (as defined below) represent SELLER's best estimate, but is not guaranteed, and SELLER shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in SELLER's proposal. If such delivery is prevented or postponed by reason of Force Majeure (as defined below), SELLER shall be entitled at its option to tender delivery to PURCHASER at the point or points of manufacture, and in default of PURCHASER's acceptance of delivery to cause the Products to be stored at such a point or points of manufacture at PURCHASER'S expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this agreement. If shipment is postponed at request of PURCHASER, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from SELLER that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by SELLER with respect to the Products shall be for the account of PURCHASER and shall be paid by PURCHASER when invoiced.

3. TITLE AND RISK OF LOSS. SELLER shall retain the fullest right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to SELLER. The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass SELLER'S interests until said drafts, notes and/or trade acceptances are paid in full. Risk of loss shall pass to PURCHASER at the delivery point.

4. PAYMENT TERMS. SELLER reserves the right to ship the Products and be paid for such on a pro rata basis, as shipped. If payments are not made by the due date, interest at a rate of two percent (2%) per month, calculated daily, shall apply from the due date for payment. PURCHASER is liable to pay SELLER'S legal fees and all other expenses in respect of enforcing or attempting to enforce any of SELLER'S rights relating to a breach or threatened breach of the payment terms by PURCHASER.

5. TAXES. Unless otherwise specifically provided in SELLER'S quotation/proposal, PURCHASER shall pay and/or reimburse SELLER, in addition to the price, for all sales, use and other taxes, excises and charges which SELLER may pay or be required to pay to any government directly or indirectly in connection with the production, sale, transportation, and/or use by SELLER or PURCHASER, of any of the Products or services dealt with herein (whether the same may be regarded as personal or real property). PURCHASER agrees to pay all property and other taxes which may be levied, assessed or charged against or upon any of the Products on or after the date of actual shipment, or placing into storage for PURCHASER'S account.

6. MECHANICAL WARRANTY. Solely for the benefit of PURCHASER, SELLER warrants that new equipment and parts manufactured by it and provided to PURCHASER (collectively, "Products") shall be free from defects in material and workmanship. The warranty period shall be twelve (12) months from start-up of the equipment not to exceed eighteen (18) months from shipment. If any of SELLER'S Products fail to comply with the foregoing warranty, SELLER shall repair or replace free of charge to PURCHASER, EX WORKS SELLER'S FACTORIES or other location that SELLER designates, any Product or parts thereof returned to SELLER, which examination shall show to have failed under normal use and service operation by PURCHASER within the Warranty Period; provided, that if it would be impracticable for the Product or part thereof to be returned to SELLER, SELLER will send a representative to PURCHASER'S job site to inspect the Product. If it is determined after inspection that SELLER is liable under this warranty to repair or replace the Product or part thereof, SELLER shall bear the transportation costs of (a) returning the Product to SELLER for inspection or sending its representative to the job site and (b) returning the repaired or replaced Products to PURCHASER, however, if it is determined after inspection that SELLER is not liable under this warranty, PURCHASER shall pay those costs. For SELLER to be liable with respect to this warranty, PURCHASER must make its claims to SELLER with respect to this warranty in writing no later than thirty (30) days after the date PURCHASER discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty, SELLER shall have no liability with respect to any of the following: (i) failure of the Products, or damages to them, due to PURCHASER'S negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that SELLER provides to the PURCHASER); (ii) any Products that have been altered or repaired in any way without SELLER'S prior written authorization; (iii) The costs of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) decomposition of Products by chemical action, erosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during maintenance such as filter media, filter drainage belts and the like, except where such parts are not performing to SELLER'S estimate of normal service life, in which case, SELLER shall only be liable for the pro rata cost of replacement of those parts based on SELLER'S estimate of what the remaining service life of those parts should have been; provided, that failure of those parts did not result from any of the matters listed in clauses (i) through (v) above. With regard to third-party parts, equipment, accessories or components not of SELLER'S design, SELLER'S liability shall be limited solely to the assignment of available third-party warranties. **THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.** All warranties and obligations of SELLER shall terminate if PURCHASER fails to perform its obligations under this Agreement including but not limited to any failure to pay any charges due to SELLER. SELLER'S quoted price for the Products is based upon this warranty. Any increase in warranty obligation may be subject to an increase in price.

7. CONFIDENTIAL INFORMATION. All nonpublic information and data furnished to PURCHASER hereunder, including but not limited to price, size, type and design of the Products is the sole property of SELLER and submitted for PURCHASER'S own confidential use solely in connection with this Agreement and is not to be made known or available to any third party without SELLER'S prior written consent.

8. PAINTING. The Products shall be painted in accordance with SELLER'S standard practice, and purchased items such as motors, controls, speed reducers, pumps, etc., will be painted in accordance with manufacturers' standard practices, unless otherwise agreed in writing.

9. DRAWINGS AND TECHNICAL DOCUMENTATION. When PURCHASER requests approval of drawings before commencement of manufacture, shipment may be delayed if approved drawings are not returned to SELLER within fourteen (14) days of receipt by PURCHASER of such drawings for approval. SELLER will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for SELLER'S equipment (in English language). SELLER will supply six (6) complete sets of drawings and operating instructions. Additional sets will be paid for by PURCHASER. Electronic files, if requested from SELLER, will be provided in pdf, jpg or tif format only.

10. SET OFF. This Agreement shall be completely independent of all other contracts between the parties and all payments due to SELLER hereunder shall be paid when due and shall not be setoff or applied against any money due or claimed to be due from SELLER to PURCHASER on account of any other transaction or claim.

11. SOFTWARE. PURCHASER shall have a nonexclusive and nontransferable license to use any information processing program supplied by SELLER with the Products. PURCHASER acknowledges that such programs and the information contained therein is Confidential Information and agrees: a) not to copy or duplicate the program except for archival or security purposes; b) not to use the program on any computer other than the computer with which it is supplied; and c) to limit access to the program to those of its employees who are necessary to permit authorized use of the program. PURCHASER agrees to execute and be bound by the terms of any software license applicable to the Products supplied.

12. PATENT INDEMNITY. SELLER will defend at its own expense any suit instituted against PURCHASER based upon claims that SELLER'S Product hereunder in and of itself constitutes an infringement of any valid apparatus claims of any United States patent issued and existing as of the date of this Agreement, if notified promptly in writing and given all information, assistance, and sole authority to defend and settle the same, and SELLER shall indemnify the PURCHASER against such claims of infringement. Furthermore, in case the use of the Products is enjoined in such suit or in case SELLER otherwise deems it advisable, SELLER shall, at its own expense and discretion, (a) procure for the PURCHASER the right to continue using the Products, (b) replace the same with non-infringing Products, (c) modify the Product so it becomes non-infringing, or (d) remove the Products and refund the purchase price less freight charges and depreciation. SELLER shall not be liable for, and PURCHASER shall indemnify SELLER for, any claim of infringement related to (a) the use of the Products for any purpose other than that for which it was furnished by SELLER, (b) compliance with equipment designs not furnished by SELLER or (c) use of the Products in combination with any other equipment. The foregoing states the sole liability of SELLER for patent infringement with respect to the Products.

13. GENERAL INDEMNITY. Subject to the rights, obligations and limitations of liabilities of the parties set forth in this Agreement, PURCHASER shall protect and indemnify SELLER, its ultimate parent, its ultimate parent's subsidiaries and each of their respective officers, directors, employees and agents, from and against all claims, demands and causes of action asserted by any entity to the extent of PURCHASER'S negligence or willful misconduct in connection with this Agreement.

14. DEFAULT/TERMINATION. In the event that PURCHASER becomes insolvent, commits an act of bankruptcy or default in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. SELLER at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products; and/or resell the Products, without notice or demand, for and on behalf of the PURCHASER, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to SELLER for the Products and to receive from the PURCHASER the deficiency between such net proceeds of sale and such balance. PURCHASER hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of SELLER.

15. CANCELLATION. PURCHASER may terminate this Agreement for convenience upon giving SELLER thirty (30) days prior written notice of such fact and paying SELLER for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit thereon. All such costs and expenses shall be paid to SELLER within ten (10) days of the termination of the Agreement, or be subject to an additional late payment penalty of five percent (5%) of the total amount of costs and expenses owed.

16. REMEDIES. The rights and remedies of the PURCHASER in connection with the goods and services provided by SELLER hereunder are exclusive and limited to the rights and remedies expressly stated in this Agreement.

17. INSPECTION. PURCHASER is entitled to make reasonable inspection of Products at SELLER'S facility. SELLER reserves the right to determine the reasonableness of the request and to select an appropriate time for such inspection. All costs of inspections not expressly included as an itemized part of the quoted price of the Products in this Agreement shall be paid by PURCHASER.

18. WAIVER. Any failure by SELLER to enforce PURCHASER'S strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

19. COMPLIANCE WITH LAWS. If applicable laws, ordinances, regulations or conditions require anything different from, or in addition to, that called for by this Agreement, SELLER will satisfy such requirements at PURCHASER'S written request and expense.

20. FORCE MAJEURE. If SELLER is rendered unable, wholly or in material part, by reason of Force Majeure to carry out any of its obligations hereunder, then on SELLER'S notice in writing to PURCHASER within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, laws and regulations, strikes, civil disobedience or unrest, lightning, fire, flood, washout, storm, communication lines failure, delays of the PURCHASER or PURCHASER'S subcontractors, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos, and any other causes that are not reasonably within the control of the SELLER. If the delay is the result of PURCHASER'S action or inaction, then in addition to an adjustment in time, SELLER shall be entitled to reimbursement of costs incurred to maintain its schedule.

21. INDEPENDENT CONTRACTOR. It is expressly understood that SELLER is an independent contractor, and that neither SELLER nor its principals, partners, parents, subsidiaries, affiliates, employees or subcontractors are servants, agents, partners, joint ventures or employees of PURCHASER in any way whatsoever.

22. SEVERABILITY. Should any portion of this Agreement, be held to be invalid or unenforceable under applicable law then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein.

23. CHOICE OF LAW, CHOICE OF VENUE. This Agreement shall be governed and construed in accordance with the laws of the State of Utah, without regard to its rules regarding conflicts or choice of law. The parties submit to the jurisdiction and venue of the state and federal courts located in Salt Lake City, Utah.

24. ASSIGNMENT. PURCHASER shall not assign or transfer this Agreement without the prior written consent of the SELLER. Any attempt to make such an assignment or transfer shall be null and void. SELLER shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to PURCHASER.

25. LIMITATION ON LIABILITY. TO THE EXTENT PERMISSIBLE BY LAW, SELLER SHALL HAVE NO FURTHER LIABILITY IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE COST OF CORRECTING ANY DEFECTS, OR IN THE ABSENCE OF ANY DEFECT, IN EXCESS OF THE VALUE OF THE PRODUCTS SOLD HEREUNDER, NOTWITHSTANDING ANY LIABILITIES OR RESPONSIBILITIES ASSUMED BY SELLER HEREUNDER, SELLER SHALL, IN NO EVENT BE RESPONSIBLE TO PURCHASER OR ANY THIRD PARTY, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, SERVICE INTERRUPTIONS, COST OF PURCHASED OR REPLACEMENT POWER, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER ARISING FROM DEFECTS, DELAY, OR FROM ANY OTHER CAUSE WHATSOEVER.

REVISION DATE: SEPTEMBER 2010

City of Grand Junction
 Dept of Public Works and Utilities

Project: Ovivo VLM Mixer - Digester Mixing Equipemnt
Subject: Equipement and O&M - Present Value

Item	\$/hr	hours	Annual Cost
Electrical cost per year is	---	---	\$ 2,900.45
Maintenance cost per year			\$0.00
Labor per year average	\$ 25.63	12	\$307.56
Service truck	\$ 31.80	0	\$0.00
Vactor cost per year	\$ 58.30	0	\$0.00
Vactor Labor	\$ 49.09	0	\$0.00
Total Annual Cost			\$3,208.01
Interest			4%
Lifespan (yrs)			50
Present Value without inflation factored in			\$68,915.02
30 Yr Present Value with inflation factored in (from next sheet)			\$ 196,161.20
50 Yr Present Value with inflation factored in (from next sheet)			\$ 219,760.94

City of Grand Junction
 Dept of Public Works and Utilities

Project: GasMix - Digester Mixing Equipment
Subject: Equipment and O&M - Present Value

Item	\$/hr	hours	Annual Cost
Electrical cost per year is	---	---	\$ 13,696.56
Annual Service Maintenance cost per year			\$600.00
Labor per year average	\$ 25.63	12	\$307.56
Service truck	\$ 31.80	0	\$0.00
Vactor cost per year	\$ 58.30	0	\$0.00
Vactor Labor	\$ 49.09	0	\$0.00
Total Annual Cost			\$14,604.12
Interest			4%
Lifespan (yrs)			50
Present Value without inflation factored in			\$313,728.40
30 Yr Present Value with inflation factored in (from next sheet)			\$ 344,581.30
50 Yr Present Value with inflation factored in (from next sheet)			\$ 443,912.98

Persigo Equipment Electrical Calculations
Comparison of Gas Mix System to Ovivo VLM Mixer

GasMix

Equipment HP	Daily Run Hours	Monthly Electrical Cost	Yearly Electrical Costs
50	12	\$ 1,141.38	\$ 13,696.56

Ovivo VLM Mixer

Equipment HP	Daily Run Hours	Monthly Electrical Cost	Yearly Electrical Costs
7.5	24	\$ 241.70	\$ 2,900.45



Date: August 11, 2014
 Author: Justin Vensel
 Title/ Phone Ext: Project Engineer, ext. 4017
 Proposed Schedule: August 20, 2014
 2nd Reading (if applicable): N/A
 File # (if applicable): N/A

Attach 8
CITY COUNCIL AGENDA ITEM

Subject: Change Order for the 2014 Asphalt Overlay Project
Action Requested/Recommendation: Authorize the Purchasing Division to Amend the Contract by Change Order with Oldcastle SW Group, Inc. DBA United Companies in the Amount of \$199,947.25
Presenter(s) Name & Title: Greg Lanning, Public Works and Utilities Director Jay Valentine, Internal Services Manager

Executive Summary:

The City has contracted with United Companies for the 2014 Street Overlay. Additional work has been identified to: 1. Repair a section of Highway 50 for CDOT; 2. Repair the bridge approaches along the Riverside Parkway at the Union Pacific Railroad (UPRR) and Highway 50 crossings; and 3. Overlay a section of 15th Street from Orchard Avenue to the Grand Valley Irrigation Company (GVIC) Canal.

Background, Analysis and Options:

There are three sections of work proposed for this change order.

1. Section of Highway 50 (5th Street) Viaduct approach that needs repaved. Per the maintenance contract, CDOT will reimburse the City for the work.
2. Riverside Parkway Bridge abutments at Highway 50 (5th Street) and Union Pacific Railroad (UPRR) tracks. The differential settlement of the approach slabs on the Riverside Parkway Bridges at the UPRR and Hwy 50 crossings has been a source of a few U-Fix-Its. The original plan for the bridge abutment repairs was to utilize an injection method to lift the displaced areas. Upon further investigation and discussions with Colorado Department of Transportation (CDOT) staff and bridge experts, Staff is recommending an alternative approach that will mill and fill the settled areas of the roadway. This alternative is almost half of the cost of the injection method.
3. 15th Street from Orchard Avenue to Grand Valley Irrigation Canal. This section was originally proposed for overlay in 2013 but was delayed due to lack of funds. The savings from the Riverside Parkway bridge approaches are proposed to

fund this section of overlay. Currently the PCI rating for this section is currently in the low 40's. The overlay will restore the surface to an 80+.

How this item relates to the Comprehensive Plan Goals and Policies:

Goal 9: Develop a well-balanced transportation system that supports automobile, local transit, pedestrian, bicycle, air, and freight movement while protecting air, water and natural resources.

Street overlays improve the existing streets, provide longevity of the asphalt and prevent having to reconstruct the street cross section. This is a needed maintenance activity to maintain the existing street system to move traffic throughout the community safely and efficiently.

Board or Committee Recommendation:

No board or committee recommendation.

Financial Impact/Budget:

The current budget appropriation does not cover the total project costs, however the reimbursement from CDOT will provide for an adequate fund balance in the fund and a supplemental appropriation from the Sales Tax CIP fund may be required. The project budget is shown below.

Sources

Contract Street Maintenance Budget	\$695,670.00
CDOT Maintenance Fund Reimbursement	<u>21,588.00</u>
Total Project Sources	\$717,258.00

Expenditures

Original Construction Contract United Companies	\$498,795.00
Change Order #1 – United Companies	
<i>Highway 50 Bridge</i>	<i>21,588.00</i>
<i>Parkway Bridges at 5th Street and UPRR</i>	<i>91,735.50</i>
<i>Overlay 15th Street</i>	<i>86,623.75</i>
Other Miscellaneous Project Costs	<u>5,556.10</u>
Total Project Expenditures	\$704,298.35

Legal issues:

There are no legal issues anticipated.

Other issues:

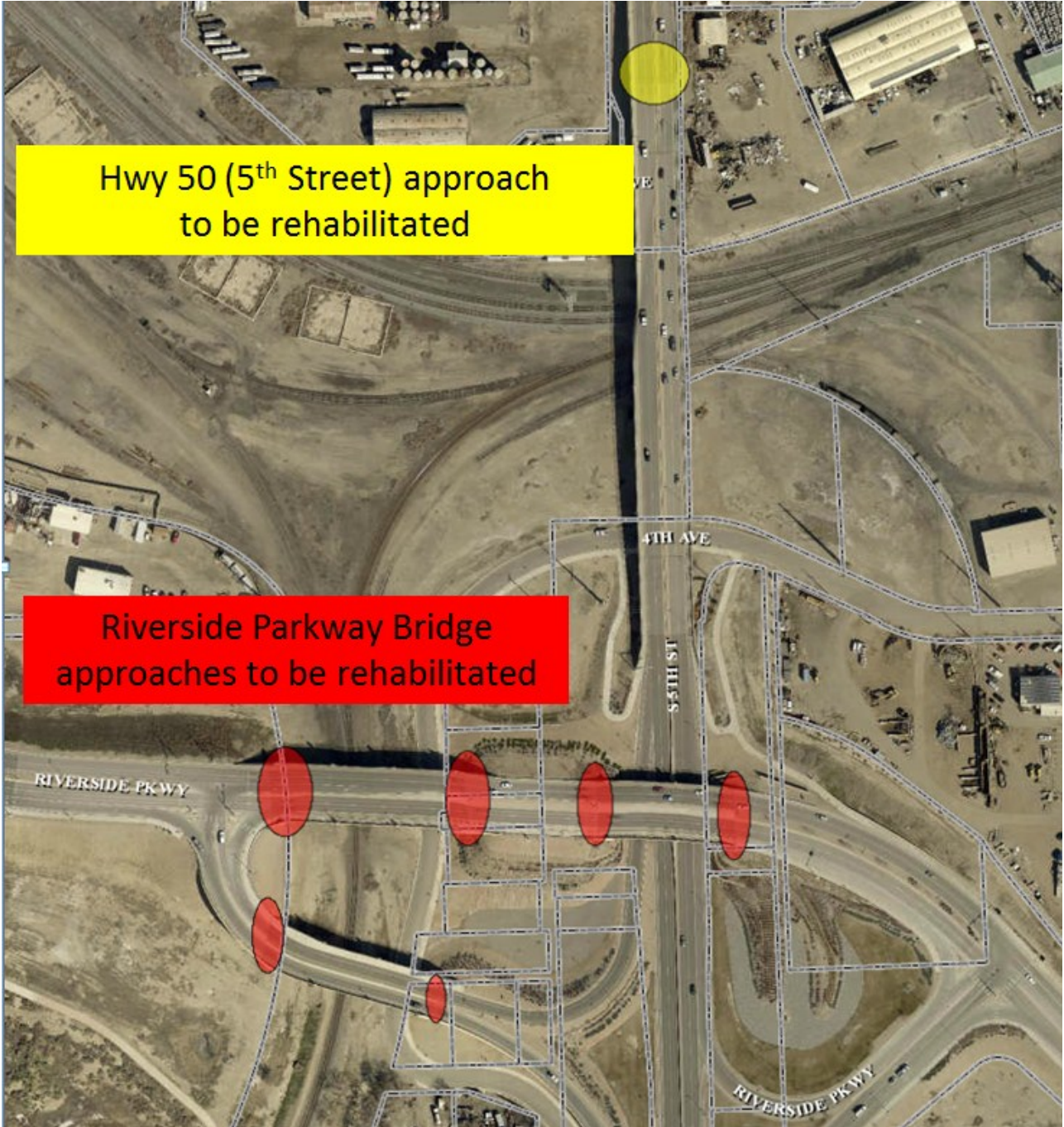
No other issues have been identified.

Previously presented or discussed:

March 5, 2014 – Council authorizes contract for Old Castle SW Group, Inc. DBA United Companies for the 2014 Asphalt Overlay Project.

Attachments:

Map of Highway 50 (5th Street) and Riverside Parkway Area
Map of Overlay - 15th Street from Orchard Ave to GVIC Canal



Hwy 50 (5th Street) approach
to be rehabilitated

Riverside Parkway Bridge
approaches to be rehabilitated

Highway 50 (5th Street) and Riverside Parkway Area

