

**GRAND JUNCTION CITY COUNCIL  
WORKSHOP AGENDA**

**MONDAY, JUNE 3, 2002, 7:00 P.M.  
CITY HALL AUDITORIUM, 250 N. 5<sup>TH</sup> STREET**

**MAYOR'S INTRODUCTION AND WELCOME**

**7:00 COUNCILMEMBER REPORTS**

**7:10 CITY MANAGER'S REPORT**

**7:15 REVIEW OF FUTURE WORKSHOP AGENDAS** [\*Attach W-1\*](#)

**7:20 REVIEW WEDNESDAY COUNCIL AGENDA**

**7:30 TRAFFIC CALMING:** Staff will present policy and program options.  
[\*Attach W-2\*](#)

**8:10 BUS BENCH AGREEMENT AND REVOCABLE PERMIT:** Staff will present a proposed agreement with Outdoor Promotions. At least two or three outstanding issues will need to be addressed by Council.  
[\*Attach W-3\*](#)

**9:00 ADJOURN**

Attach W-1

Future Workshop Agendas

# ***CITY COUNCIL WORKSHOP AGENDAS***

## **JUNE 24, MONDAY 7:00 PM: *Meeting will be held at TRCC***

- 7:00 STORM WATER EFFORTS: Joint meeting between the City of Grand Junction, Mesa County, Town of Palisade, Town of Fruita, and the Grand Junction Drainage District to provide an update on a unified effort to address storm water valley-wide. The goal is to develop recommendations by August 2003.
- 8:00 REDLANDS FIRE STATION: Joint meeting between the City of Grand Junction and Mesa County regarding this future Fire Station:
- 9:00 COUNCIL REPORTS, REVIEW WEDNESDAY AGENDA & REVIEW FUTURE WORKSHOP AGENDAS
- 9:25 CITY MANAGER'S REPORT

## **~~JULY 1, MONDAY 7:00 PM:~~ CANCELED**

## **JULY 15, MONDAY 7:00 PM:**

- 7:00 COUNCIL REPORTS, REVIEW WEDNESDAY AGENDA & REVIEW FUTURE WORKSHOP AGENDAS
- 7:25 CITY MANAGER'S REPORT
- 7:30 CITY-OWNED RANCH LAND: Council will review historical use of this land and will provide direction on developing a policy on future uses.

## **AUGUST 5, MONDAY 7:00 PM:**

- 7:00 COUNCIL REPORTS, REVIEW WEDNESDAY AGENDA & REVIEW FUTURE WORKSHOP AGENDAS
- 7:25 CITY MANAGER'S REPORT
- 7:30 OPEN

## **AUGUST 19, MONDAY 7:00 PM:**

- 7:00 COUNCIL REPORTS, REVIEW WEDNESDAY AGENDA & REVIEW FUTURE WORKSHOP AGENDAS
- 7:25 CITY MANAGER'S REPORT
- 7:30 OPEN

## **FUTURE WORKSHOP ITEMS**

### **First Priority**

1. GRAND JUNCTION HOUSING AUTHORITY: Will discuss the housing needs assessment that is currently underway.

### **Second Priority**

1. BOTANICAL SOCIETY MASTER PLAN
2. DARE & SCHOOL RESOURCE PROGRAMS
3. HAZARDOUS DEVICE TEAM
4. FORESTRY OPERATIONS
5. PARKS/SCHOOLS COOPERATIVE AGREEMENTS
6. ELECTRONIC RECORDS MANAGEMENT SYSTEM:
7. LIQUOR LICENSING PROCEDURES
8. CRIME LAB
9. HAZMAT
10. GOLF OPERATIONS

**Attach W-2  
Traffic Calming Policy**

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
<b>Subject</b>		Traffic Calming Policy				
<b>Meeting Date</b>		June 3, 2002				
<b>Date Prepared</b>		May 15,2002			<b>File #</b>	
<b>Author</b>		Jody Kliska		<b>Transportation Engineer</b>		
<b>Presenter Name</b>		Jody Kliska		<b>Transportation Engineer</b>		
<b>Report results back to Council</b>		<input type="checkbox"/>	<b>No</b>	<input checked="" type="checkbox"/>	<b>Yes</b>	<b>When</b> To be scheduled
<b>Citizen Presentation</b>		<input type="checkbox"/>	<b>Yes</b>	<input checked="" type="checkbox"/>	<b>No</b>	<b>Name</b>
<input checked="" type="checkbox"/>	<b>Workshop</b>	<input type="checkbox"/>	<b>Formal Agenda</b>		<input type="checkbox"/>	<b>Consent</b>
		<input type="checkbox"/>			<input type="checkbox"/>	<b>Individual Consideration</b>

**Summary:** Staff will detail the options considered and present a proposed traffic calming process and policy to council.

**Budget:** N/A

**Action Requested/Recommendation:** Staff requests feedback from city council on the proposed traffic calming policy in anticipation of adopting a resolution establishing a traffic calming policy.

**Attachments:** Proposed new traffic calming policy, proposed package of traffic calming information and application form for citizens.

**Background Information:** In April city staff was asked by the council to review the current process and make changes that would allow council notification earlier in the process. Staff has taken the opportunity to formulate a traffic calming policy that includes a revision of the 10-step process, as well as prepare an application package for citizens who request traffic calming.

The proposed policy includes the following:

- goals and objectives of the traffic calming program
- minimum requirements for undertaking traffic calming measures
- updates the 10-step process to include a memo of preliminary findings to council early in the process
- defines specific measures that may be implemented with staff review, City Manager approval or City Council approval
- imposes time limitations for various steps and includes a one-year time period to complete the first five steps before re-applying.
- includes a prioritization worksheet to allow staff to prioritize requests

Currently, traffic calming requests are reviewed by staff on a case-by-case basis and citizens are provided with the 10-step process. If the process is pursued, staff works with the affected neighborhood to collect data and proceed. There are no written guidelines or criteria and judgment is applied to each case to determine the proper measures to address problems.

The proposed policy is more structured, sets minimum criteria, incorporates the streets identified as Emergency Response Routes, incorporates city council input early in the process, has a prioritization worksheet that assigns points to projects and spells out which calming measures can be done at various levels of approval – city staff, city manager or city council. Also new is the inclusion of time frames for the various steps with a maximum time frame of one year from the date the application is sent out to the time step 5 of the process is complete.

Local streets and cul-de-sacs must be at least 1000' in length to be considered for physical measures. For streets shorter than this, only educational activities such as distributing flyers or very limited enforcement will be considered. Grade, topography and roadside drainage may limit vertical displacement measures.

On collector streets, 85<sup>th</sup> percentile speeds must exceed 5 MPH over the posted speed limit to be considered for traffic calming measures. Volumes must fall within the ranges shown in the Standard Drawings for the street classification.

Arterial streets will not normally be considered for spot traffic calming improvements, but should be part of a larger capital improvement project. These streets will likely be shown on the Emergency Response Routes and will not be eligible for vertical displacements.

The 10-Step Process has been modified to include a memo of preliminary findings to City Council at Step 3. This is the point where the neighborhood has formed a committee and has developed a preliminary plan. Council feedback could include limitations or restrictions to the plan prior to the committee presenting a plan to the larger neighborhood. For projects requiring City Council action, Step 6 is still a presentation of ballot results at a council workshop.

Potential traffic calming measures are spelled out in the policy by the level of decision-making. At the staff level, normal signing and striping activities can occur, petitions for installation of street lighting, distribution of information flyers, use of the radar trailer and the Neighborhood Speed Watch can occur. Measures that require City Manager approval include street re-alignments and lane reductions where there is no change to the street functional classification as identified on the adopted Grand Valley Circulation Plan. City Council approval is required for most physical changes to the street including speed humps and raised crosswalks, street closures, medians and entry islands, bulbouts, roundabouts, traffic diverters and lane reductions or re-alignments where the functional classification would change.

The prioritization worksheet gives staff the ability to rank competing projects and will be useful if there are insufficient funds to meet all of the traffic calming requests. The worksheet is based on one that is used by the City of Westminster for traffic calming projects and looks at objective criteria such as traffic volumes, accident history, speeds,

number of houses facing the street, schools and public facilities adjacent to the street and cut-through traffic.

Including time frames for the various steps gives the process more structure and requires both staff and the citizens to act in a timely manner. A maximum time frame of one year is set from the date the application is mailed to the completion of the balloting process. If the process is not completed within this time frame, citizens will need to re-apply to begin the process.

Included with this staff report is a copy of the proposed policy and a proposed packet of information that includes an application form. The proposed packet would be sent to neighborhoods requesting traffic calming and they would be required to formally apply to participate in the traffic calming program.

## **City of Grand Junction Neighborhood Traffic Calming Policy**

The City of Grand Junction recognizes that quality of life and a sense of community and personal well-being for residents may be affected by intrusive vehicular traffic. Livable streets can be attained in several ways – through good design of new development, through reconstruction of existing streets by Capital Improvement Projects, or by spot improvements initiated by neighborhood requests.

This policy sets the framework for staff and citizens to work together to identify problems in spot locations and work toward implementing solutions that are initiated by requests.

### **Goal:**

Address public neighborhood livability concerns resulting from a documented vehicular problem including speeding, cut-through traffic, and hazards. Actively involve the people who live in the project area in the planning and decision-making process.

### **Objectives:**

- Encourage reasonable driver and pedestrian behavior in residential neighborhoods.
- Improve neighborhood livability by encouraging adherence to the speed limit.
- Effectively balance the public safety interests of traffic mitigation and emergency response.
- Encourage citizen involvement and input into the determination of appropriate measures.
- Integrate education, enforcement and engineering.
- Create or maintain quality residential environments.
- Improve safety and convenience for pedestrians, cyclists, the elderly and other vulnerable street users.
- Reduce the number and severity of accidents.
- Discourage the use of inappropriate routes by motor vehicles.
- Improve the visual environment.
- Balance traffic space demands.

## **Minimum Requirements for Traffic Calming Measures**

Public resources need to be managed responsibly to serve all citizens equitably. The following requirements are necessary to balance the city's resources to most effectively address concerns.

**Local Streets** – Residential streets that are not classified as a collector or higher on the Grand Valley Circulation Plan are considered local. These streets' primary function is for access to the adjacent properties. Cul-de-sacs and streets shorter in length than 1000' are eligible only for educational activities such as distributing flyers and limited enforcement activity such as the neighborhood speed watch or radar trailers. Installation of traffic control devices will be made as needed in accordance with the Manual on Uniform Traffic Control Devices. No physical measures such as speed humps will be considered. Other local streets where data collection indicates the presence of vehicles exceeding the speed limit or traffic volumes higher than what would normally be generated by the houses served by the street are eligible to participate in the traffic calming process. Vertical displacements may be considered where the grade, topography and roadside drainage will allow safe installation.

**Collector Streets** – Streets designated as collectors on the Grand Valley Circulation Plan may participate in the traffic calming process. Streets where the data collection indicates 85<sup>th</sup>-percentile speeds greater than 5 MPH over the posted speed limit and traffic volumes that fall within the ranges shown for the street cross-sections in the adopted Standard Drawings will be given priority consideration. Vertical displacements may be considered if the street is not identified as an Emergency Response Route.

**Arterial Streets** – Streets designated as arterials on the Grand Valley Circulation Plan will likely be identified as Emergency Response Routes and will not be considered for vertical displacement. These streets may be considered for medians and landscaping treatments as well as enforcement activities. Except in unique circumstances, the traffic calming process will not be applicable. Improvements made to arterial streets will be part of a larger Capital Improvement Project.

Projects will be evaluated on a first-come, first-served basis ranked by priority and are subject to availability of funds.



## **Procedures**

All neighborhoods requesting traffic calming must follow the 10-Step Process for Initiating Traffic Calming Projects outlined below. Progressive authority for installation is shown in the list of Potential Traffic Calming Measures.

### **Process for Initiating Traffic Calming Projects**

*Step 1:* City receives notification from neighborhood of problem and sends an application package. The applicant has 30 days to complete the application and return it. Once the application is received, the City does basic data collection - volumes, speeds, accidents, geometrics within 30 days. The problem is scored and assigned a priority. Staff reviews appropriate actions and follows the implementation outlined in the Traffic Calming Measures list.

*Step 2:* Hold neighborhood information session. The session is scheduled within 30 days of the completion of data collection by city staff. Invite representatives from other city departments who may have an interest such as Police, Fire, Parks, Community Development. Identify, quantify problems. Solicit volunteers for project neighborhood traffic committee.

*Step 3:* Staff/project neighborhood traffic committee develop plan for traffic calming of the project area. Staff prepares a memo of preliminary findings for City Council and receives council feedback on the traffic calming plan that will include limitations or restrictions imposed by council or the City Manager. Time frame for the preparation of the memo and receipt of feedback is 30 days.

*Step 4:* Public information meeting held by the neighborhood traffic calming committee to present plan to neighborhood. The meeting will be held within 30 days of receiving council feedback.

*Step 5:* Circulate neighborhood ballot. Approval by 2/3 (66%) of affected area required to continue. The neighborhood has 90 days to complete the balloting process. If Step 5 has not been completed in one year from the date the original application is mailed, the application will expire.

*Step 6:* Ballot results for measures requiring City Council approval will be scheduled for a council workshop within 45 days of completion of the balloting. A Public Works staff report will be prepared for the meeting. Council action on temporary installation of traffic calming in accordance with the plan developed by staff/project traffic committee with council input in Step 3.

*Step 7:* Installation and monitoring of test project. City collects appropriate traffic data.

*Step 8:* Survey neighborhood for acceptance and present results of data collection.

*Step 9:* Request council action, if necessary, for installation of permanent improvements.

*Step 10: Design and construction of permanent improvements.*

### **Potential Traffic Calming Measures**

**The following traffic calming measures may be implemented with staff review only and most may not require a balloting process:**

- Stop signs as warranted by MUTCD
- Speed limit signs with issuance of speed resolution
- No outlet signs
- Other signing in accordance with the MUTCD
- Striping/markings changes or additions
- Radar trailer
- Neighborhood Speed Watch
- Informational flyers
- Delineation and plastic curbing
- Installation of street lights through the petition process.

#### **Measures that require City Manager approval:**

- Lane reductions where there is no change in the street functional classification.
- Street re-alignments.

#### **Measures that require City Council approval:**

- Speed humps and raised crosswalks
- Street closures
- Medians and entry islands
- Bulbouts
- Roundabouts
- Traffic diverters
- Lane reductions or street re-alignments where functional classification is changed.

## Prioritization Worksheet

### **Traffic Volumes**

Greater than 2000 vehicles per day	5 points	_____
1500 to 2000 vehicles per day	4 points	
1000 to 1500 vehicles per day	3 points	
500 to 1000 vehicles per day	2 points	
< 500 vehicles per day	1 point	

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### **Traffic Accident History**

More than 5 accidents per mile per year	3 points	_____
2 to 4 accidents per mile per year	2 points	
1 accident per mile per year	1 point	

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### **Traffic Speeds**

85 <sup>th</sup> % speed exceeds speed limit > 10 MPH	5 points	_____
85 <sup>th</sup> % speed exceeds speed limit by 9 MPH	4 points	
85 <sup>th</sup> % speed exceeds speed limit by 8 MPH	3 points	
85 <sup>th</sup> % speed exceeds speed limit by 5-7 MPH	2 points	
85 <sup>th</sup> % speed exceeds speed limit by < 5 MPH	1 point	

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### **Number of houses facing the street (both sides)**

>55 per mile	4 points	_____
40 to 55 per mile	3 points	
25 –40 per mile	2 points	
10 –25 per mile	1 point	

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### **Schools and Public Facilities adjacent to the street**

5 points for each school		_____
4 points for each recreation facility (park, pool, etc)		
3 points for each trail crossing		
2 points for other public facilities		

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### **Cut-through traffic pattern**

25% or more of traffic cutting through	5 points	_____
15-25% traffic cutting through	2 points	

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### **Residents have expressed a concern**

Yes	3 points	_____
No	0 points	

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**Total Score:** \_\_\_\_\_

**Attach W-3  
Bus Benches Agreement**

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
<b>Subject</b>		Bus Bench Permits				
<b>Meeting Date</b>		June 3 <sup>rd</sup> Workshop				
<b>Date Prepared</b>		May 23,2002			<b>File #</b>	
<b>Author</b>		Kelly Arnold		<b>City Manager</b>		
<b>Presenter Name</b>		Kelly Arnold Dan Wilson		<b>City Manager &amp; City Attorney</b>		
<b>Report results back to Council</b>		<input type="checkbox"/>	<b>No</b>	<input checked="" type="checkbox"/>	<b>Yes</b>	<b>When</b> June 26, 2002 meeting (proposed)
<b>Citizen Presentation</b>		<input checked="" type="checkbox"/>	<b>Yes</b>	<input type="checkbox"/>	<b>No</b>	<b>Name</b> Gary Young
<input checked="" type="checkbox"/>	<b>Workshop</b>	<input type="checkbox"/>	<b>Formal Agenda</b>		<input type="checkbox"/>	<b>Consent</b>
<input type="checkbox"/>		<input type="checkbox"/>			<input type="checkbox"/>	<b>Individual Consideration</b>

**Summary:** Discussion of proposed agreement between City of Grand Junction and Outdoor Promotions permitting bus benches and shelters within the City limits. Also, a revocable permit for the bus benches will be provided for discussion purposes, which reflects the locations of the benches. The permit is for 52 benches (15 without advertising).

**Budget:** No budgetary impact for this agreement for the City of Grand Junction. The Grand Valley Transit will receive a percentage of revenue based upon their administration of the transit system.

**Action Requested/Recommendation:** Direction by City Council on the proposed agreement and permit. If both parties reach an agreement, it is recommended that consideration of the agreement and permits be considered at the June 26, 2002 City Council meeting.

**Attachments:**

Agreement between City of Grand Junction and Outdoor Promotions (prepared by City Attorney's Office; negotiated jointly by City Attorney and City Manager).

**Background Information:** This is the culmination of attempting to address the bus benches that were placed within the City limits summer, 2001. Since then there have been various methods of addressing the issue, but in January, 2002 at a City Council meeting, a direction was given to staff to prepare a separate agreement to address the relationship between the City of Grand Junction and Outdoor Promotions. The direction was two-fold:

1. To be consistent with the agreement between Outdoor Promotions and Grand Valley Transit (GVT) for the bus bench and shelter program already approved by GVT;
2. To be consistent with all City codes, rules, and regulations.

As proposed, the attached agreement follows the above two guiding directions. Where there are conflicts between the two, the proposed agreement favors the City codes and regulations.

This agreement was written by the City Attorney's office. Outdoor Promotions has reviewed the agreement, requested modifications which were accepted. As a result, both the staff and Outdoor Promotions have reached a recommended agreement, with the exception of two issues. Those issues are:

Ratio of Bus benches and shelters: As proposed, the agreement uses the ratios that have already been either approved by Council or considered by Council. The shelter ratio is based upon the previously approved shelter revocable permit. This permit was approved by Council on October 17, 2001 in which 24 shelters were approved in commercially zoned areas and 4 shelters were approved in residential.

The bus bench ratio is based upon the previously proposed bus bench locations as discussed in January, 2002. It is also consistent with the proposed revocable permit that will be provided for this workshop. Council never approved the bus bench ratio, thus no firm direction has ever been developed by Council on this issue.

Outdoor Promotions has indicated that they would like to further discuss the ratio further during the workshop.

Prorated depreciation value of bus benches and shelters: Based upon concerns of Outdoor Promotions that a revocable permit is required by City Charter, the proposed agreement addresses the method for removing the benches and shelter when requested by the City per the revocable permit process. Part of this section of the agreement addresses the value of the shelters and benches when they are removed as requested by the City. Outdoor Promotions would like to propose a different depreciation value if the shelters and benches are removed.

A proposed revocable permit has been submitted by Outdoor Promotions and has been reviewed by the Community Development department. It appears to be consistent with the current location of bus benches. The City Attorney is in the process of further review of the permit and will be providing it to Council for review on Monday, June 3<sup>rd</sup>.

Tom Fisher will also be present to answer any Grand Valley Transit questions.

## AGREEMENT

This Agreement is made and signed this \_\_\_\_\_ day of \_\_\_\_\_, 2002 between the City of Grand Junction ("City" or "Grand Junction") and Outdoor Promotions, Inc., a Colorado Corporation ("OPRO").

### Recitals.

OPRO entered into a written contract with Mesa County, Colorado doing business as Grand Valley Transit ("GVT"). One of the terms of that Agreement required OPRO to obtain permits from, and comply with the rules of, the City of Grand Junction.

Pursuant to the contract with Mesa County, OPRO must provide shelters and benches in coordination with GVT, including within the City.

OPRO placed benches throughout the City during the spring of 2001 without having obtained permission from the City.

OPRO applied for a revocable permit from the City, to obtain permission to maintain and install shelters within the City, and the City Council authorized its revocable permit for the transit shelters on October 17, 2001. OPRO has not accepted the permit, thus it has no authority to obtain advertising revenues from shelters and benches in the City.

In order to comply with the City charter and codes, OPRO must accept a revocable permit from the City for shelters and must apply for a revocable permit for benches in the City.

The City's Charter dictates that the only right-of-way permission the City can grant is a revocable permit which must be terminable on 30 days written notice from the City Council.

OPRO has indicated that it is not willing to install and operate benches and shelters pursuant to such revocable permits unless it has reasonable assurances that if it invests in the shelters and benches to serve transit within the City it has a chance to make a profit. OPRO represents if the City cannot extend the term of the revocable permits, the City must at least agree to compensate OPRO as provided herein if the revocable permits are terminated without fault of OPRO.

NOW, THEREFORE, the parties agree as follows:

### Term.

This Agreement shall be for five years, with the possibility of three (3) five (5)-year extensions each of which is contingent on the following:

This agreement is effective only while Mesa County provides transit services within the City on a basis substantially equivalent to that provided to other county residents; and

OPRO is not in breach of any approved Mesa County permit, contract or license between Mesa County and OPRO for the provision of shelters and benches to transit users; and

Notwithstanding any other provision to the contrary, this Agreement and any subsequent term is effective only while Mesa County and OPRO are bound to each other by contract whereby OPRO provides shelters and benches to Mesa County.

OPRO may elect to continue this Agreement for up to three successive five (5) year terms if all contingencies of this Agreement are met, including the preceding subparagraph (a), by giving written notice to the City Manager at least three months before the end of a five year term; if all extensions occur this Agreement can extend for twenty (20) years.

Notwithstanding any provision to the contrary, this Agreement and any additional term hereof shall terminate unless at all pertinent times, including the final three months of a term:

- (i) This Agreement is otherwise in full force and effect; and
  - (ii) Neither party is then in breach of any term of this Agreement;
- OPRO provides benches and shelters throughout the GVT service area, including within the City's limits, pursuant to an agreement with Mesa County; and OPRO is not in breach of any term or provision of its Agreement(s) with Mesa County.

Each party shall have a thirty (30) day right to cure a breach, following written notice of such breach.

- (e) Notwithstanding any provision to the contrary; if OPRO has breached a material term hereof, even if cured within a thirty (30) day cure period, in any sixty month period, the City shall have the right to terminate this Agreement based on the fault of OPRO.

## 2. Shelters and Benches.

General. OPRO shall install, repair and maintain transit shelters and benches at all bus and transit stops in the City in accordance with state, federal and City laws and standards, as amended from time-to-time, including but not limited to:

The Americans with Disabilities Act;

OPRO agrees to become familiar with and abide by the City's TEDS manual and other standards that govern the placement of such shelters and benches;

OPRO agrees to become familiar with and abide by the City's sign code which prohibits advertising and signs on benches and shelters in and adjacent to residential uses;

nothing in this Agreement amends or changes the City's codes or standards;

For shelters and benches that are not made of concrete, anchoring/break-away design and construction systems, as required by the City Traffic Engineer ("Traffic Engineer").

- (b) Shelters/benches location. Owner consent. OPRO shall place shelters at City approved locations within the City controlled right-of-ways. OPRO may place a shelter or a bench on property other than City controlled right-of-way only after OPRO obtains the written permission of each such landowner and delivers a copy of the written consent to the Traffic Engineer. If a landowner engages an attorney to address a

bench or shelter that has been placed without OPRO having first obtained the required written consent(s), OPRO shall pay the reasonable attorney's fees of such land owner(s).

(c) Non-advertising benches and shelters. OPRO shall not allow or install any sign or advertising ("sign(s)") on any shelter or bench within the City until OPRO has placed shelters and benches without signs according to the following ratio:

For each bench in a residential area on which there are no commercial signs, OPRO may place **five (5) benches** in non-residential areas of the City with signs;

For each shelter located in a residential area on which there are no commercial signs elsewhere in the City in non-residential areas, OPRO may place **six (6) shelters** with signs.

(d) Bench and shelter specifications.

OPRO shall install each bench and shelter within the City's limits on concrete or a similar non-slippery surface that complies with ADAAG. OPRO shall not install any alternative to concrete without first obtaining the written permission of the City Traffic Engineer.

OPRO shall only install shelters that are designed to be and are bolted or otherwise attached to a non-slippery surface, with an interior seating bench that has at least five feet (5') of seating width.

Within each shelter, OPRO shall install a wheelchair waiting area sized and located such that the use thereof does not impede reasonable access to the seating bench nor will use of a wheelchair impede reasonable access for other transit users to the bench seating.

Each shelter shall be constructed like the existing shelter located on the Mesa State campus near the intersection of Orchard Avenue and 12<sup>th</sup> Street, to wit: a domed roof design and shall be painted using Riger Drylac color No. RAL 5005, or some equivalent or better paint or construction, as approved in writing by the Director.

Within ninety (90) days of written notice from the City Manager, OPRO shall provide a display board for public notices and other non-commercial information within each shelter designated by the City Manager. The design and location of any display board shall be approved by the Director. The Director may authorize public notices and information on each shelter, in addition to bus schedules and information; the Director may designate others, including Mesa County (GVT) to post and police any such display boards.

OPRO shall provide site and construction drawings of each shelter and bench location prior to installation. Such drawings shall be submitted to the Traffic Engineer for approval before placement or installation, and in any event within thirty (30) calendar days of the signing of this Agreement.

Such drawings shall detail:

existing and proposed sidewalks or other access ways for wheelchairs and pedestrian users;

nearby features such as sign posts, poles, curbs, utility boxes;

other facilities in the immediate vicinity of the bench or shelter that could impede access or use by transit users or that would otherwise constitute a danger or impediment to pedestrian or vehicular use;

the proposed location of OPRO's name and telephone number of its service provider;



the City's name and logo on the shelter/bench, if later required by the City Manager; all proposed electrical facilities, including solar and 12 volt; trash receptacle, including the proposed method of installation.

Within ninety (90) days of written notice by the City Manager, OPRO shall display the City's name and logo at both ends of each shelter.

OPRO shall also display on each shelter and bench its name and a local telephone number of OPRO's shelter/bench service and/or maintenance provider.

OPRO shall install and pay for continuous illumination of each shelter (24 hours/365 days per year) of each day between one half hour after sun set and one half hour before sunrise. All electrical services and installations shall be underground.

OPRO shall provide a trash receptacle with each shelter like the one existing as of the date hereof at 12<sup>th</sup> and Orchard. Such trash receptacles shall be at least two feet (2') in diameter at the widest part of the opening and shall be bolted to the non-slippery surface pad or to the shelter's exterior. Each receptacle shall have a lid that is chained or connected to the receptacle.

Each shelter, trash receptacle, and advertising display frame shall have an identical color scheme to that approved by the Director for the shelter.

#### Bench Upgrade.

OPRO shall replace the existing concrete benches with benches meeting the specifications and design, including paint, presently in use in the City of Fort Collins ("upgraded bench") [Such specifications to be supplied by OPRO] as follows:

On or before the fifth anniversary hereof, and in any event before any extension of the term hereof; except that each time a transit stop is changed or added, only an upgraded bench shall be placed or thereafter maintained for such different or new transit stop.

### 3. Shelter Advertising.

All signs on shelters and benches shall either be commercial advertising controlled by OPRO ("commercial signs") in accordance with its volunteered and long-standing policies to avoid certain products, services and messages or, shall be non-commercial advertising controlled by Grand Junction ("City signs"). Commercial and City signs and advertising shall comply with the City's Codes.

In addition to OPRO's policies regarding commercial signs, which are incorporated herein although initially volunteered by OPRO, OPRO shall obtain Grand Junction's approval of every sign before it is installed or placed. If the City Manager, or his designee, does not object in writing within two City business days of receipt of a proposed commercial sign, Grand Junction will be deemed to have approved. OPRO may deliver the proposed commercial sign by fax or in person to the City Manager's office. If Grand Junction has previously approved, or is deemed to have approved, a commercial sign but receives one or more complaints about the commercial sign, Grand Junction shall provide such complaint to OPRO and OPRO shall remove such signs unless OPRO and the City Manager otherwise agree.

Any sign or advertising that is dated by date or context shall be removed by OPRO within seven (7) calendar days after the last date or event cited or implied in the sign or advertisement.

The City and its designees may place non-commercial signs on all shelters and benches on which commercial signs are not allowed.

Shelter and Bench Maintenance.

OPRO shall clean and otherwise maintain in a neat, safe and workmanlike manner each shelter, bench and the nearby areas of each, whether or not commercial signs are located thereon.

OPRO shall clean, remove all trash and otherwise maintain each shelter, bench and nearby area of each at least two times each calendar week. Such twice weekly cleaning shall include washing and “squeegeeing” the shelter and shelter panels, emptying each trash receptacle, replacing light bulbs as needed, and removing all trash and debris within, on and near each shelter and bench.

5. Complaints. Response. Repairs.

For purposes of determining compliance with this Agreement OPRO shall respond to each complaint by a citizen or Grand Junction within forty-eight (48) hours of delivery to OPRO of the complaint or information, or sooner if required by the City’s Code. However, OPRO acknowledges that the City’s Zoning Code, §4.3 (S) (7) requires response within 24 hours. OPRO shall have sufficient employees adequately trained and available to perform any and all maintenance activities in a timely and workmanlike manner, and to respond to complaints.

A citizen or Grand Junction may deliver a complaint to OPRO via email, fax, telephone or by mail.

OPRO shall repair every damaged shelter and/or bench, or remove and replace as appropriate, within three City business days of delivery of a complaint to OPRO.

OPRO shall install and maintain each shelter and bench in the City’s limits in a safe and usable condition at all times. Nevertheless, if due to circumstances beyond OPRO’s control, a shelter, bench or nearby area is unsafe or unusable by any transit user and it is not reasonable to make immediate repairs or replacements, OPRO shall sign and barricade the shelter and/or bench against public use only for so long as it reasonably takes to make the repairs or replacements. Except as needed in an emergency or to prevent imminent injury to person or property, OPRO shall notify the Traffic Engineer in advance of any such barricading or signing.

6. Termination. Removal of Benches and Shelters. Restoration of Sites. Payment of Depreciated Value.

Grand Junction reserves the right to terminate this Agreement without fault of OPRO if the City finds in its sole discretion that it is in the City’s or its citizens’ best interest or is otherwise needed to protect the public health, safety and/or welfare.

In addition to the foregoing subsection, at the sole option of the City Council this Agreement shall terminate or expire:

If OPRO or its contractors are in breach of this Agreement or any agreement between OPRO and Mesa County;

If Mesa County fails at any time to provide transit services within the City's limits to City residents; or

If the City Council revokes either or both of the Revocable Permits allowing the placement of shelters and benches within the City's limits.

When this Agreement terminates with or without cause or if this Agreement expires, within thirty (30) days of such termination or expiration whichever occurs first, OPRO shall remove all existing shelters, benches and associated improvements from within the City's limits; and within sixty (60) days of such termination or expiration, shall return each site back to its original or better condition.

If OPRO fails to timely remove all such shelters and benches and to restore all such sites as provided, the City may elect to forthwith remove any shelter and/or bench and to restore each site by use of City forces or by contract; in such event OPRO agrees that it shall pay and reimburse the City for the City's reasonable costs and expenses; furthermore, no payments to OPRO for each shelter and/or bench, as described in the next subsection, shall be made.

If the City terminates this Agreement or the Revocable Permits without cause or fault of OPRO or its subcontractors, the City shall pay to OPRO:

\$400 per bench; and

\$4,000 per shelter; but only if all of the following are true or have occurred:

OPRO had previously completed its timely compliance with the requirements of the preceding subsection (requiring removal and restoration of each bench/shelter and site);

OPRO had previously completed timely compliance with each Revocable Permit issued to OPRO;

OPRO was not then in breach of any term of this Agreement or any contract between OPRO and Mesa County; and

At the time of such termination without cause, Mesa County provides transit services to City residents on a basis equivalent to that provided to other County residents.

#### Acceptance of Terms of Revocable Permits.

The terms and provisions of two revocable permits authorized by the City Council on October 17, 2001 and on April 3, 2002 are incorporated herein as though fully set forth.

OPRO agrees to comply with each and every term thereof.

If OPRO fails to comply with or violates any term of either revocable permit, such failure or violation is agreed to be a material breach hereof.

#### City designee.

The parties agree that unless the City gives OPRO written notice to the contrary from time-to-time, the Mesa County Board of County Commissioners, acting as the operators of the GVT, is the City designee for transit stop locations and for transit routes.

#### 7. Advertising revenues. Credit. Reports.

The parties agree that in the absence of OPRO's contract with Mesa County, OPRO would pay the City for the privilege of use of City controlled rights-of-way and the advertising revenues associated with signs on transit shelters and benches located within the City. The parties agree that instead of OPRO paying the City ten percent (10%) of the gross revenue associated with advertising on benches and shelters within the City, OPRO shall pay such sums to Mesa County pursuant to the contract between Mesa County and OPRO.

OPRO agrees to give written notice to the City's Finance Director of all amounts paid to, or for which credit is given to, Mesa County that relate to or are as a consequence advertising associated with benches and shelters located within the City.

In its business reports, press releases and similar informational efforts, OPRO shall acknowledge the annual value of money that would otherwise be delivered to the City but that is instead paid to Mesa County.

Unless directed otherwise in writing by the City Manager from time-to-time, OPRO shall deliver a copy to the City of every report, document or other information supplied or made available to Mesa County regarding the revenues, off-sets, credits costs and money paid to Mesa County by OPRO.

#### Commencement of the Work.

Within 30 days of execution hereof by both parties, OPRO shall commence services, relocate benches and shelters as required herein, and make such other changes as required to comply with each and every provision of this Agreement and the Revocable permits.

#### 9. Amendments.

Neither party shall make any change or amendment of services or work, except as provided herein, unless authorized by written amendment executed by OPRO and the City Manager with the same formalities as done when this agreement was executed.

#### Patents. Trademarks. Copyrights.

OPRO agrees that all work performed under this Agreement shall comply with all applicable patents, trademark, and copyright laws, rules, regulations and codes of the United States. OPRO further agrees that it will not utilize any protected patents, trademark or copyright in performance of its work unless OPRO has obtained proper permission and all releases and other necessary documents.

#### Release. Indemnity. Hold Harmless.

(a) OPRO agrees to release, indemnify and hold harmless the City, its officers, agents and employees from any and all claims, damages, suits, costs, expenses, liabilities, actions, or proceedings of any kind or nature whatever resulting from or relating to, directly or indirectly:

OPRO's actions or failure(s) to act;

(ii) OPRO's acts and failure to act which infringe(s) or allegedly violate (s) any patent, trademark or copyright protected by law;

(iii) OPRO's failure to abide by applicable law, adopted standard(s) and/or applicable regulation(s);

(iv) Any injury, loss, or damage caused in whole or in part by, or claimed to be caused in whole and/or in part by, the negligent and other improper act(s), errors, or omissions of OPRO, a subcontractor of OPRO, and/or any officer, employee, or agent of OPRO.

(b) The duties and obligations to release, indemnify and hold the City (including the City's officers, agents and employees) harmless shall not apply to an injury or damage for which the City (including the City's officers, agents and employees) is determined liable by a court of competent jurisdiction as a result of the negligent act, error, or omission of the City.

## 12. Insurance.

OPRO agrees to procure and maintain in force continuously during the term(s) of this Agreement and any revocable permit referred to herein:

Colorado Worker's Compensation Insurance;

Employer's Liability Insurance;

Commercial General Liability Insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations;

With respect to each of OPRO's owned, hired or non-owned vehicles assigned to or used in performance of the services or work under this Agreement.

Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) for any one occurrence.

OPRO shall ensure that each subcontractor of OPRO performing work hereunder shall procure and maintain such insurance as described herein.

Such insurance shall be procured and maintained with forms and insurers acceptable to the City's Risk Manager.

OPRO shall provide a Certificate of Insurance to the City's Risk Manager showing that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The Certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least 30 days prior written notice has been given to Grand Junction's Risk Manager. The Certificate shall name Grand Junction, its officers and its employees as additional insured(s) with respect to the liability coverage in Paragraph A, above. All such certificates and notices shall be sent to:

City of Grand Junction  
Attn: Risk Manager  
250 N. 5<sup>th</sup> St.  
Grand Junction CO 81501

Failure on the part of OPRO or any subcontractor to procure and continuously maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this Agreement.

Every policy described herein shall be primary insurance.

Any insurance carried by Grand Junction, its officers and employees shall be excess, and not contributory, insurance to that provided by OPRO.

OPRO and its subcontractors shall be solely responsible for any deductible losses under the policies required above.

OPRO shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure and maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

OPRO agrees that Grand Junction and its officials, officers, agents and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations and other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 *et seq.*, C.R.S., as from time to time amended.

13. Independent Contractor.

The parties agree that OPRO is an independent contractor. Neither OPRO nor its officials, employees or subcontractors are agents or employees of the City. No partnership or similar relationships are created by this Agreement.

14. Review.

Grand Junction may conduct, independently of Mesa County and/or GVT or in cooperation with, an annual or other review of OPRO's services to City's residents, compliance with the standards and provisions provided herein, and the gross and net revenues including advertising revenues received by OPRO and/or paid to Mesa County.

OPRO shall provide the City and its officials such information and writings, including access to its books, so that the City may perform an effective and accurate review.

(c) In connection with the work performed hereunder, Grand Junction shall have access to all of OPRO's books, documents, papers and any other records of OPRO's which relate to this Agreement. OPRO shall retain these records for three years after the termination date of this Agreement.

15. Colorado Law. Venue.

This Agreement shall be governed by the laws of the State of Colorado. Venue for any action will be brought only in Mesa County, Colorado unless otherwise ordered by the Court.

16. Entire Agreement.

The parties acknowledge and agree that the provisions contained herein constitute their entire agreement. The parties agree that any and all representations made by any officer, agent or employee of the respective parties unless included herein

are null and void and of no effect. No alterations, amendments, changes or modifications to this Agreement shall be valid unless contained in a document that is executed by all the parties with the same formality as this Agreement.

17. Assignment.

OPRO shall not assign, pledge or transfer its duties, obligations and rights in this Agreement, in whole or in part, without first obtaining the written consent of the City which shall not be withheld unreasonably.

18. No Waiver of Rights.

No City or City official or employee assent, expressed or implied, to any breach of any one or more of the terms and conditions of this Agreement shall waive the City's right to enforce each and every subsequent breach or violation.

19. Conduct. Ethics.

OPRO agrees to comply with the City's charter, specifically § 101, the Code of Ethics of the state; §§24-18-101 *et seq* C.R.S.; 24-18-201 *et seq.* C.R.S., and all other applicable laws as though OPRO and its employees and subcontractors were either state officials, a local official or otherwise subject to the substantive provisions of those provisions.

20. Coordination.

OPRO shall coordinate its work and that of its subcontractors with the City's use of its rights-of-ways. OPRO shall follow the City's directions, including City consultants, contractors or other entities performing work in the City's right-of-ways or within the City.

21. Advertising and Public Disclosures.

OPRO shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the City Manager or his designee. Any oral presentation or written material related to OPRO's work hereunder shall include only presentation materials, work product, designs, renderings and technical data which have been accepted by Grand Junction.

22. Time is of the Essence.

The parties agree that time is of the essence in OPRO's performance of the terms and requirements of this Agreement

23. Headings.

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

24. Taxes. Licenses.

OPRO shall promptly pay when due, all taxes, excises, license fees and permit fees of whatever nature applicable to its Work and this Agreement. OPRO shall continuously maintain the required City, state and federal licenses required to comply with this Agreement and to perform the Work.

Severability.

In the event any of the provisions, or applications thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or applications thereof, shall not be affected.

Ambiguities.

The rule that ambiguities shall be construed against the drafter shall have no application to this Agreement.

Definitions.

Director means the Director of Community Development, or his designee.

Install or place: means installation, maintenance, placement and/or construction of.

Place or install: means the dropping off, placement, installation, maintenance of, and/or exercise control over.

Residential use or residential area: means those properties zoned or used for residential uses, as determined by the Director.

Signs. The term advertising and/or signs is as defined in the City's Code, and as interpreted by the Director of Community Development in case of question or ambiguity. In this Agreement, "sign" or "signs" includes advertising.

CITY OF GRAND JUNCTION

\_\_\_\_\_  
Kelly Arnold, City Manager

ATTEST:

\_\_\_\_\_  
Stephanie Tuin, City Clerk

OUTDOOR PROMOTIONS, LLC

\_\_\_\_\_  
Gary Young



**The revised proposed revocable permit  
will be available and provided  
to City Council on Monday, June 3, 2002.**