

**GRAND JUNCTION CITY COUNCIL
CITY HALL AUDITORIUM, 250 NORTH 5TH STREET
AGENDA**

WEDNESDAY, AUGUST 21, 2002, 7:30 P.M.

CALL TO ORDER

Pledge of Allegiance
Invocation - Pastor Scott Hogue, First Baptist Church

PRESENTATION OF CERTIFICATES OF APPOINTMENT

TO RIVERFRONT COMMISSION MEMBERS

SCHEDULED CITIZEN COMMENTS

***** CONSENT CALENDAR *****

1. **Minutes of Previous Meetings**

[Attach 1](#)

Action: Approve the Summary of the August 5, 2002 Workshop and the Minutes of the August 7, 2002 Regular Meeting

2. **FY2003 Intergovernmental Agreement/Consolidated Planning Grant**

[Attach 2](#)

Adoption of this Resolution and resultant contract signatures, the FY2003 Intergovernmental Agreement will allow the Grand Junction/Mesa County MPO to start spending Consolidated Planning Grant (CPG) funds, effective October 1, 2002.

Resolution No. 77-02 - A Joint Resolution of the County of Mesa and the City of Grand Junction Concerning the Signing of the Intergovernmental Agreement Between CDOT and the Grand Junction/Mesa County Metropolitan Planning Organization Regarding the FY2003 Consolidated Planning Grant (CPG)

**Action: Adopt Resolution No. 77-02*

Staff presentation: Jody Kliska, Transportation Engineer

This agenda is intended as a guideline for the City Council. Items on the agenda are subject to change as is the order of the agenda.

*** Indicates New Item

* Requires Roll Call Vote

3. **F ½ Parkway Feasibility Study Contract** [Attach 3](#)

This contract is for a feasibility study for the location and constructability of F ½ Parkway from 24 Road east to a logical connection point with the rest of the major street system.

Action: Authorize the City Manager to Sign a Contract for the F ½ Parkway Feasibility Study with Michael Baker Jr., Inc. in the Amount of \$84,900

Staff presentation: Tim Moore, Public Works Manager

4. **29 Road Improvements North Ave. – Grand Valley Canal Utilities** [Attach 4](#)

This is the third construction phase of a five phase project to improve 29 Road between I-70B and Patterson Road. This phase of the project includes relocation of existing utilities and installation of a 36 inch storm drain between North Avenue and the Grand Valley Canal. The work will consist of 2,849 feet of 36 inch diameter storm sewer, 2,498 ft of 8 inch diameter water line, 2,393 feet of 15” diameter irrigation line, and 2,764 feet of 12” diameter sanitary sewer line. The following bids were opened on August 6, 2002:

Bidder	From	Bid Amount
MA Concrete Construction	Grand Junction	\$1,462,969.00
Skyline Contracting	Grand Junction	\$1,152,396.10
Engineer's Estimate		\$1,094,224.30

Action: Authorize the City Manager to Sign a Construction Contract for the 29 Road Improvements Project, North Ave. to the Grand Valley Canal with Skyline Contracting, Inc., in the Amount of \$1,152,396.10.

Staff presentation: Tim Moore, Public Works Manager

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

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

5. **Grant Application for Canyon View Park** [Attach 5](#)

A request to apply for a \$150,000 grant in order to compete for a Great Outdoors Colorado (GOCO) grant that will help complete Canyon View Park. The revised master plan includes infrastructure, multi-purpose fields, tennis complex, splash playground, play structure, shade shelter/picnic shelters and restrooms.

Resolution No. 78-02 - A Resolution Supporting and Authorizing the Submittal of a Grant Application Between Great Outdoors Colorado (GOCO) and the City of Grand Junction for the Continuation of the Development of Canyon View Park

**Action: Adopt Resolution No. 78-02*

Staff presentation: Joe Stevens, Director of Parks and Recreation

6. **Inducement Resolution for Use of 2002/2003 Private Activity Bonds** [Attach 6](#)

TOT, LLC has requested the use of the City's Private Activity Bond allocation. The use will allow TOT, LLC to finance a portion of their construction of a manufacturing facility for Pyramid Printing through adjustable rate revenue bonds.

Resolution No. 79-02 - A Resolution Setting Forth the Intention of the City of Grand Junction, Colorado, to Issue Adjustable Rate Revenue Bonds Series 2002 to Finance a Portion of the Construction and Equipping Costs for a Manufacturing Facility of TOT L.L.C. or Its Successors or Assigns, to Designate a Portion of the City's 2003 Private Activity Bond Allocation for the Project and to Issue Adjustable Rate Revenue Bonds Series 2003 to Finance the Remaining Portion of the Construction and Equipping Costs for a Manufacturing Facility of TOT LLC. or Its Successors or Assigns

**Action: Adopt Resolution No. 79-02*

Staff presentation: Ron Lappi, Administrative Services Director

7. **City Sponsorship of “September 11, 2001” Event** [Attach 7](#)

A community-wide event is being planned to commemorate the events of September 11, 2001. The event is a result of the Western Slope Vietnam War Memorial Park Committee and members of the September 11, 2001 Planning Committee. The event, “A Time to Remember, A Time to Honor, A Time to Unite,” is planned for Suplizio Field on September 11, 2002, from 7:00 am – 8:00 am. The event includes a number of activities such as a high school band, songs by locals, speakers on the events of September 11, 2001, and a flag raising ceremony involving the Grand Junction Fire Department and members of local law enforcement.

Action: Sponsorship of the Commemorative Celebration of September 11, 2001 and Waiver of the Fees Associated with the Use of Suplizio Field for the Event

Staff presentation: Rick Beaty, Fire Chief

8. **NON-SCHEDULED CITIZENS & VISITORS**

9. **OTHER BUSINESS**

10. **ADJOURNMENT**

**Attach 1
Council Workshop Minutes**

**GRAND JUNCTION
CITY COUNCIL WORKSHOP**

August 5, 2002

The City Council of the City of Grand Junction, Colorado, met on Monday, August 5, 2002 at 6:30 p.m. at the Western Colorado Botanical Gardens, 641 Struthers in the Pomrenke Children's Library to discuss workshop items. Those present were Harry Butler, Dennis Kirtland, Bill McCurry, Jim Spehar, Janet Terry, Reford Theobald and President of the Council Cindy Enos-Martinez.

Summaries and action on the following topics:

1. **TOUR OF WESTERN COLORADO BOTANICAL GARDENS:** The President of the Board of Directors, Pam Paris, welcomed the City Council to their facility. Board member Lee Lindauer then reviewed the Gardens' Mission and introduced the architect for the Master Plan, Carl Vostatek. Mr. Vostatek reviewed the Master Plan with the City Council. One of the concerns voiced by the Gardens' Board was the alignment of the proposed Riverside Bypass and its impact on the Master Plan as proposed.

Action Summary: The City Council went on a tour of the grounds for a better vision of the Master Plan. The Council assured the Board that they wanted the best for the Gardens, as demonstrated by their past support, and would take the Bypass routing concern into consideration along with all other concerns, including fiscal, when the final determination is made.

2. **INFILL/REDEVELOPMENT POLICY:** The consultant, Leslie Bethel from Clarion Associates, along with her associate, reviewed their work to date on the infill/redevelopment policy to ensure it reflects City Council's desired direction.

Action Summary: Council expressed a variety of concerns over the language being used in the document. For example, they did not want to present a policy that might imply incentives that would be inappropriate or place negative labels on possible redevelopment properties. The definitions of infill and redevelopment were discussed and the percentage of surrounding developed area was questioned for the definition of infill. Council asked that the consultants revise some of the wording, develop a laundry list of possible incentive options, a proposal for criteria for incentives, criteria for direct City participation in any such project, and an analysis of the tools allowed under an Urban Renewal Authority and creation of such an entity under Home Rule.

The meeting adjourned at 9:20 p.m.

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

August 7, 2002

The City Council of the City of Grand Junction convened into regular session on the 7th day of August 2002, at 7:38 p.m. in the City Auditorium. Those present were Councilmembers Harry Butler, Dennis Kirtland, Jim Spehar, Janet Terry, Reford Theobold and President of the Council Cindy Enos-Martinez. Councilmember Bill McCurry was absent. Also present were City Manager Kelly Arnold, City Attorney Dan Wilson and City Clerk Stephanie Tuin.

President of the Council Cindy Enos-Martinez called the meeting to order. Councilmember Butler led in the pledge of allegiance. The audience remained standing for the invocation by Eldon Coffey, Retired Minister.

PROCLAMATIONS

PROCLAIMING AUGUST 17, 2002 AS "GRAND JUNCTION HIGH SCHOOL'S CLASS OF 1962 DAY" IN THE CITY OF GRAND JUNCTION

APPOINTMENTS

TO THE RIVERFRONT COMMISSION

Councilmember Theobold moved to reappoint Paul Jones to a three-year term, reappoint Bill Findlay to fill an unexpired term, to appoint John Gormley and Eric Marquez to three-year terms. Councilmember Spehar seconded. Motion carried.

PRESENTATION OF CERTIFICATE OF APPOINTMENT

TO BOARD MEMBERS FOR THE DOWNTOWN DEVELOPMENT AUTHORITY

The Mayor presented Certificates of Appointment to PJ McGovern and Larry Botkin.

SCHEDULED CITIZEN COMMENTS

There were none.

CONSENT CALENDAR

Item #6, Setting a Hearing on Amending the Zoning and Development Code Regarding Design Standards for the B-1 Zone District, was pulled and scheduled for the City Council workshop on September 16, 2002.

This agenda is intended as a guideline for the City Council. Items on the agenda are subject to change as is the order of the agenda.

*** *Indicates New Item*

* *Requires Roll Call Vote*

It was moved by Councilmember Kirtland, seconded by Councilmember Theobold, and carried by a roll call vote, to approve Consent Items #1 through #7.

1. **Minutes of Previous Meetings**

Action: Approve the Minutes of the Special Meeting of June 24, 2002, the Summary of the July 15, 2002 Workshop and the Minutes of the July 17, 2002 Regular Meeting

2. **Contract for Painting Stadium Stands**

Contract for painting of the metal stadium stands at Stocker Stadium and Suplezio Field. The project consists of steam cleaning stands, treating rust areas and painting all previously painted areas of the metal stands including handrail and area underneath. The Stadium was last painted in 1997.

The following bids were opened on July 18, 2002:

Contractor	From	Bid Amount
Westwind Painting	Grand Junction	\$58,419.00
DeHaven Painting	Grand Junction	\$69,680.00

Action: Authorize the City Manager to Sign a Contract for Painting the Stadium Stands with Westwind Painting Contractors for \$58,419.00.

3. **Contract for Engineering Options for the Riverside Parkway Project**

This project consists of analyzing the Colorado River in the area of HWY 50 and the Union Pacific Railroad to determine if the proposed Riverside Parkway can be constructed under the existing bridges. The analysis will identify and address issues associated with various agencies including the U.S. Fish and Wildlife, U.S. Army Corps of Engineers, the Federal Emergency Management Agency and Colorado Division of Wildlife.

Action: Authorize the City Manager to Sign a Contract for the Hydraulic Analysis and Design for the Riverside Parkway with Owen Ayres and Associates, Inc. Not to Exceed the Amount of \$288,000.

4. **Contract for 2002 Street Pavement Overlays**

Bids were received and opened on July 30, 2002 for the 2002 Pavement Overlays construction project. The low bid was submitted by Old Castle SW Group dba United Companies of Mesa County in the amount of \$619,496.00.

The following bids were opened on July 30, 2002:

Old Castle SW Group	\$619,496.00
Elam Construction Inc.	\$664,664.00
Engineer's Estimate	\$730,911.75

Action: Authorize the City Manager to Execute a Construction Contract for 2002 Street Pavement Overlays with Old Castle SW Group in the Amount of \$619,496

5. **Setting a Hearing on the Gerick Annexation, Located at 324 Quail Drive** [File # ANX-2002-136]

The Gerick Annexation is an annexation comprised of 1 parcel of land on 4.5293 acres located at 324 Quail Drive. The owner is seeking annexation as part of their request for an administrative review of a simple subdivision for a proposed new single-family residence, pursuant to the 1998 Persigo Agreement with Mesa County.

a. **Referral of Petition, Setting a Hearing and Exercising Land Use Control and Jurisdiction**

Resolution No. 76-02 – A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, and Exercising Land Use Control, Gerick Annexation Located at 324 Quail Drive

b. **Set a Hearing on Proposed Ordinance**

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Gerick Annexation, Approximately 4.5293 Acres, Located at 324 Quail Drive

Action: Adopt Resolution No. 76-02 and Proposed Ordinance on First Reading Setting a Hearing for September 18, 2002

6. **Setting a Hearing on Amending the Zoning and Development Code Regarding Design Standards for the B-1 Zone District** [File # TAC-2002-131]

The following amendments to the Zoning and Development Code pertaining to the Neighborhood Business (B-1) zone district and the sign code are proposed 1) revise the application of the zone district to the Growth Plan Future Land Use Map; 2) refine and clarify the scale, scope and intensity of land uses intended in a neighborhood business center; and 3) expand performance standards to address neighborhood compatibility concerns.

Proposed Ordinance Amending the Zoning and Development Code Pertaining to Neighborhood Business (B-1) Zone District and Sign Code

Action: This item was pulled and will be scheduled for the City Council workshop on September 16, 2002.

7. **Revocable Permit for Boomer's Located 436 Main Street** [File # RVP-2002-147]

Boomer's Restaurant and Nightclub, to be located at 436 Main Street, is requesting approval of a Revocable Permit for a required grease trap in the alley right-of-way behind this location.

Resolution No. 57-02 – A Resolution Concerning the Issuance of a Revocable Permit to Janet Gardner and Chester L. Allen dba as Boomers Located at 436 Main Street

Action: Adopt Resolution No. 57-02

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

Water Conservation

Councilmember Spehar detailed the work the Council has been doing this week to determine areas where the City might conserve water and therefore leave water in the canals to possibly extend the availability of irrigation water to be used by agriculture. The City is proposing to conserve about 1.5 million gallons of water per day. The City is also encouraging other efforts to conserve and to also ask citizens to report any broken sprinklers or other water waste.

Award of Grant for COPS in Schools Program

The U.S. Department of Justice awarded the Grand Junction Police Department a grant to provide funds toward salaries and benefits for a School Resource Officer who will be assigned to work in and around schools under the COPS in Schools grant program.

Greg Morrison, Chief of Police, reviewed this item.

Councilmember Butler inquired if the resource officers go to the elementary schools. Chief Morrison responded that yes, the officer assigned to each Middle School also visits the feeder elementary schools.

Upon motion made by Councilmember Kirtland, seconded by Councilmember Butler, and carried by a roll call vote, Council authorized the City Manager to accept the COPS in Schools Grant Award of \$125,000 to assist in the funding of one School Resource Officer over a three-year period.

Public Hearing - Transfer of the City's 2002 PAB Allotment to CHFA

The City of Grand Junction received a Private Activity Bond allocation from the State of Colorado Department of Local Affairs for the fifth time in 2002 as a result of the City reaching a 40,000-population level in 1997. The bond authority can be issued on a tax-exempt basis for various private purposes. The City can reserve this authority for future housing benefits by ceding the authority to CHFA at this time.

The public hearing was opened at 7:58 p.m.

Ron Lappi, Administration Services Director, reviewed the request and stated that there is a request to use the funds this year by a local business, Pyramid Printing, for their expansion. He and the City Manager therefore request that this item be pulled and that at the next meeting a resolution for inducement will be brought to Council. Mr. Lappi said September 15th is the deadline for ceding the allotment to CHFA.

Councilmember Terry asked for details on how the funding becomes available to local businesses. Mr. Lappi listed the ways the City advertises the availability of the funds.

Councilmember Spehar clarified how the bonds work by stating the bonds allow a business to get a lower interest rate but it does not obligate the City in any way. Mr. Lappi confirmed that.

Councilmember Spehar felt it was worth not adopting the ordinance in order to allow the opportunity for the bonds to be used.

Council President Enos-Martinez stated she would not be voting, as she is a member of the Governor's Housing Board.

There were no public comments.

The public hearing was closed at 8:04 p.m.

Ordinance No. 3453 – An Ordinance Authorizing Assignment to the Colorado Housing and Finance Authority of a Private Activity Bond Allocation of City Of Grand Junction Pursuant to the Colorado Private Activity Bond Ceiling Allocation Act

Councilmember Spehar moved to decline the Ordinance No. 3453, Councilmember Terry seconded. The adoption of Ordinance No. 3453 was declined by a roll call vote. Motion carried.

Public Hearing - Reconsidering the Rezone Request for Valley Meadows North Development [File #RZP-2002-019] CONTINUED FROM THE JULY 17, 2002 MEETING

Council President Enos-Martinez recused herself from this item. President Pro Tem Kirtland presided.

Reconsideration and second reading of the Rezoning Ordinance for the Valley Meadows North property Located at the North End of Kapota Street, from Residential Single Family Rural (RSF-R) to Residential Single Family - 4 (RSF-4).

The public hearing was opened at 8:05 p.m.

Lisa Gerstenberger, Senior Planner reviewed this item.

City Attorney Dan Wilson explained the specifics of this request and the reason the City Attorney is involved in this case. He explained what issues are addressed at the zoning consideration and what items are addressed at the subdivision/preliminary plat level. He said if the rezoning request is approved, then Council will be looking at the subdivision.

He also explained why a zoning of RSF-2 would be inappropriate in this case, since the maximum is 2 units per acre, but the minimum is also 2 units per acre. An amendment is probably needed for definition. Mr. Wilson said on a RSF-4 zoning the minimum is also 2 units per acre with a maximum of 4 units per acre. He said a RSF-4 zoning is a perfect fit for the property. He said and recommends procedurally, Council should solicit public input and listen to the neighbors, but also remind everybody that the level of detail comes at the next step in the review process.

Councilmember Terry asked if the strike-through areas in the revised staff report should not even be included. Mr. Wilson said yes, but the material had already been distributed and Council is therefore directed to disregard.

Councilmember Terry asked Mr. Wilson to clarify on how the rezone criteria should be used. Mr. Wilson said they should be considered altogether. If the issues listed under #3 can be reasonably solved prior to final plat, then the rezone meets the criteria. If the engineers can say these are normal engineering issues. As written, items #3 and #5 conflict, #3 needs rewording and cannot stand alone. He said these changes would be included in the current code amendment process.

Rich Krohn, 744 Horizon Court, attorney for the developer Ed Lenhart, supported the descriptions in the staff report as to how the rezone criteria is met with one exception, the conflict with Policy 24.2. He did not feel that this is really a rezone policy.

Another point is that RSF-4 is the only zone that is consistent with the Growth Plan (3.3.d). RSF-2 has a ceiling of 2 units per acre, and it is almost impossible for a RSF-2 to be built at the Growth Plan density.

The surrounding zones are Planned Developments. Planned Developments are required to provide open space. A straight zone requires a fee in lieu of open space. Mr. Krohn said in order for a development to be a Planned Development, at least 30 acres are required.

Mr. Krohn then identified the densities in the surrounding subdivisions.

President Pro Tem Kirtland asked for public comments.

Helen Dunn, 2557 McCook Avenue, read a statement into the record (see attached Exhibit A).

John Chapman, 667 Kapota Street, also read a statement into the record (see attached Exhibit B). He asked that his presentation from May 1, 2002 be included into the record. It was provided to the City Clerk (see attached Exhibit C).

Councilmember Spehar asked what the density in the blue area on his map is indicating. Mr. Chapman replied the density is two or less units per acre.

Jim Grisier, 690 25 ½ Road, refuted Mr. Krohn's statement as to the size needed for a PUD. He reiterated that he is willing to make a trail contribution. He referred to rezone criteria #3 and #5 and said this is the way it is written and has an impact on the people who live in the area. He said once the zoning has been assigned, the neighborhood has no more say in the matter. He asked that the property be zoned either RSF-2 or PUD.

Russ Wiseman, 660 Kapota Street, addressed the street system and the bottlenecks created. He opposed the rezone.

There were no other public comments.

Councilmember Theobald asked Mr. Wilson that if the rezoning is approved, if the next step is the preliminary plan?

Mr. Wilson explained the next step will be to lay out the details and that plan will go to the Planning Commission for preliminary plat approval. If it meets the code, the Planning Commission is obligated to approve the plan. If the approval is then appealed, then Council asks the Planning Commission if it adequately looked at the criteria. Now the appeal is based solely on what was said at the Planning Commission meeting, i.e. the record.

Councilmember Theobald asked Mr. Wilson if the issues of drainage and their impacts are subjective issues, and if the Planning Commission addresses them, can Council only review those items if appealed and take no new testimony. Mr. Wilson replied that this is true but the final technical detailed work has not been done; that this is done at the staff level recommending the final engineering solutions.

Councilmember Theobald asked Mr. Wilson how to choose between adopting the code as written rather than as intended, as in the rezone criteria. Mr. Wilson said he disagreed with Mr. Grisier's characterization as to what he had said and one must read the seven criteria all together to form a judgment. However, Mr. Wilson agreed that the language could be better.

Councilmember Theobold said if he understands correctly then all of the criteria doesn't have to be met but that Council should look and judge on the big picture.

Councilmember Spehar said he voted in favor of the rezone last time. He felt those issues were considered and saw that those issues were solvable if there is a rezone. The plan has 3.4 units per acre and in order to solve this issue, the Planning Commission can require a lower density at Preliminary Plan.

Mr. Wilson said a RSF-4 zoning has 2 to 4 units per acre and takes into account the streets and all the infrastructure and facilities.

Councilmember Terry asked Mr. Wilson to explain the public input process for Preliminary Plan review.

Mr. Wilson said formal notice is given at the Planning Commission, and then is posted, published and on the agenda and that this is the key time for public input.

Councilmember Terry asked if irrigation is one of the considerations at Preliminary Plan. Mr. Wilson replied that the City doesn't mandate irrigation, but if the property will be irrigated, standards are in place and that issue is addressed at the Preliminary Plat.

Councilmember Terry asked about the open space requirement for a PUD. Mr. Wilson said the open space requirement is 10%. He explained that under the new code, the City can choose open space dedication, if it makes sense, or a fee in lieu if the space is insufficient or not needed in that area.

Councilmember Terry wanted to know if that does preclude open space in a development of less than 30 acres. Mr. Wilson said the City's 3-acre minimum will usually control that decision.

Mr. Wilson clarified that under the new code, Planned Zones are the exception and therefore must provide some additional benefit to the community.

Councilmember Terry wanted a definition of RSF-2. Mr. Wilson compared the RSF-4 to the RSF-2 zoning. Councilmember Terry said then a RSF-2 would be out of compliance with the Growth Plan. Mr. Wilson said it would be barely compliant.

Councilmember Theobold requested more information on the surrounding density. Ms. Gerstenberger provided that information.

Councilmember Theobold noted that the property could then actually be zoned with the PUD designation and not be build out or it could be built out at a slightly lesser density.

Mr. Krohn, attorney for the developer Ed Lenhart, said he stands corrected on the open space requirement and asked that the notice be made a part of the record. He said the

request is for a zoning of RSF-4, so Council can approve or deny the request, not decide on RSF-2. He then reviewed the surrounding zones, including the Planned Developments, and said they would all require RSF-4, none would fit RSF-2.

The public hearing was closed at 9:49 p.m.

Councilmember Terry said it was a good discussion and she felt that RSF-4 is a good fit, however, compatibility with the neighborhood is important. RSF-2 is also compatible so RSF-4 is not the best fit.

Councilmember Theobald said a RSF-4 zoning is the only real choice. He said his issues are more appropriate for another hearing and the critical question right now is whether Council is obligated under the implied criteria or obligated by its intent, and for Council to accept the attorney's advice and accept the other issues are topics for the next step.

Councilmember Spehar agreed with Councilmember Theobald and said the issues of concern are for the next phase and that RSF-4 is an appropriate zone, noting Council must be true to the Growth Plan. He said the neighbors need to know that a solution to be proposed for the problems might be to reduce the density. The opportunity to address those issues will be before the Planning Commission and under the current code there is no such zoning as RSF-3. He said a PUD is not a fit and therefore supports a RSF-4 zoning.

Councilmember Kirtland expressed his disappointment that a PUD could not work because there is no community benefit. Approving the zoning will only add an opportunity for a problem, therefore, he cannot support a RSF-4 zoning.

Ordinance No. 3452 – An Ordinance Rezoning the Valley Meadows North Property, Located at the North End of Kapota Street, from Residential Single Family Rural (RSF-R) to Residential Single Family-4 (RSF-4)

Upon motion made by Councilmember Spehar, seconded by Councilmember Theobald, to approve Ordinance No. 3452 on Second Reading, the motion failed with a roll call vote of 3 to 2. Councilmembers Butler, Kirtland and Terry voted no. Councilmembers Spehar and Theobald voted yes.

Council took a recess at 10:00 p.m.

Council reconvened at 10:10 p.m.

Council President Cindy Enos-Martinez returned and presided over the rest of the meeting.

Discussion of Ethical Standards for Members Serving on City Boards and Commissions

Council discussed standards for advisory boards and City groups, as well as for the members of City Boards and Commissions that have final administrative decision-making duties.

City Attorney Dan Wilson reviewed this item. He distributed a new draft that would allow the members of unrelated boards to still contract with the City as long as their relationship was disclosed. Mr. Wilson said the term "close business associate" still needs to be defined.

Councilmember Spehar questioned if the new draft was for convenience of the board members, and if so, he felt that inconvenience was not a good reason to lower the ethical standards for members serving on City boards. He said there is no shortage of applicants wanting to serve on the boards and if the original draft of the resolution is within the statutes to let Council stay with that draft.

Mr. Wilson replied that he would not recommend the new draft if it was not within the limits of the law.

Councilmember Spehar said it sounds like it still leaves Council and their appointees exposed to liability and/or a perception of impropriety.

Mr. Wilson noted that, although the courts support the stricter guidelines, he is comfortable with the new alternative, and that, if challenged in court, the City will prevail and there is no exposure with disclosure.

Councilmember Terry asked when the disclosure must be given. Mr. Wilson said when the contract is awarded.

Mr. Wilson said he would take the draft and circulate it for consideration to the other boards. Councilmember Terry said she thinks the education of other boards and circulation of the policy should come after Council has made their decision.

Councilmember Spehar added that Mr. Wilson should meet with the boards already scheduled. Mr. Wilson said the only meeting he has scheduled is with the VCB.

City Manager Kelly Arnold asked if monetary thresholds were included in the proposal as an option. Councilmember Terry said she certainly would consider changes from the City Manager. Mr. Wilson said monetary thresholds might complicate the issue, but he will draft a third alternative with that included.

Bruce Hill, 1648 Crestview Drive, DDA Board Member, wanted Council to know that he supports the elements of the second alternative.

Doug Simons, 653 Roundhill Drive, who also is a DDA Board Member and a local business owner, also supported the second proposal.

Greg Palmer, 2827 Texas Avenue, who also serves on the DDA Board and is a local business owner, said he hasn't read the second proposal but he encourages Council to remember that they are trying to serve the community and too high standards will start to eliminate folks that are active in the community if they have to meet the same standards as City Council members.

The final draft of the proposed resolution will be presented at the September 4th City Council meeting.

NON-SCHEDULED CITIZENS & VISITORS

There were none.

OTHER BUSINESS

It was agreed upon that interview dates for the Planning Commission Board of Appeals and VCB would be set-up via e-mail.

ADJOURNMENT

The City Council meeting adjourned at 10:45 p.m.

Stephanie Tuin, CMC
City Clerk

Exhibit A

City Council Presentation by Helen Dunn

GRAND JUNCTION CITY COUNCIL PRESENTATION

August 7 , 2002

Mayor —Members of the City Council

My name is Helen Dunn. I have lived in Valley Meadows East at 2557 McCook Avenue since November 1999. I am a member of the Valley Meadows East Homeowners Committee to study the Valley Meadows North proposal. As such, I represent the views of the majority of the residents of Valley Meadows East.

As you are aware, I have been very concerned about the potential damage to the Valley Meadows East property and the effect on the area neighborhoods, if the Valley Meadows North Subdivision is allowed to develop at a higher density than the surrounding area. I have many pictures of Grand Junction neighborhoods and they clearly show that the neighborhoods with lower densities take more pride in the aesthetics of the area and appearance of their property than neighborhoods with higher densities. Knowing your pride in the Grand Junction community, I know you must be gratified that the residents around the area of 25 1/2 and F 1/2 Road care enough for their subdivisions and individual properties to take an interest in the development around them and make every effort to maintain the beauty of the area . I also have heard you discuss Homeowner's Associations and the difference it makes when an Association monitors it's own area and maintains the designated Commons Area. It relieves the City from that responsibility. The Valley Meadows East residents take pride in their neighborhood and enjoy the shared park-like green space which extends the backyards of many of our homes and is easily accessible for the homeowners on the other side of the street who are not adjacent to the area.

In reviewing minutes, and driving through area subdivisions, it soon becomes obvious **that it is difficult to compare lot sizes in straight zone developments with that in planned communities.** The open spaces make

the lots in the area appear larger than the boundaries would indicate. The opportunity to walk out the door and have access to a park-like area gives one the feeling of privacy not afforded when your neighbor's house is close to the side of your house and there is very little room between the houses.

In quoting from the City Council Minutes of May 1, 1996, when reviewing the zoning request for Valley Meadows East, Teresa Bou Matar, 677 25 1/2 Road, co-owner and co-developer of Moonridge Falls stated "the smaller the lot, the cheaper the house being built on it. The price of the lot is 20% of the value of the house." In another section of the same minutes the same resident requested "a consistent density as it could affect the resale value of properties in the area."

Zoning is the gateway to development. Once the zoning is established then the developer will build within those zoning guidelines. The only time the neighbors have any opportunity for input into the proposed development is during the public hearing on zoning. There is no public hearing when the development plan is reviewed and there is no opportunity for neighborly input.

The neighborhood meetings with the developer are for the sole purpose of informing the neighbors what is being planned. Input from the meetings do not influence the plan in any way. They just keep the neighbors from being surprised or curious when they see the trucks and construction workers in their neighborhood.

In the City Council minutes of December 18, 1996 on page 25 for APPEAL OF FINAL PLAT/PLAN FOR SUNSET VILLAGE (now known as Moonrise East) SUBDIVISION, LOCATION AT 25 1/2 ROAD AND F 3/4 ROAD.(File #FPP-96-246)

Bill Nebeker, from the Community Development Department, stated "One of the appeals is on the density issue. Sunset Village will be the most dense parcel in the surrounding area, however, the applicant is not proposing a change in zoning at this time." Later the same minutes state "Councilmember Terry asked about the appeal of the zoning. The density was established when the zoning was set. How can the density be in question at this point. City Attorney Wilson said if the zoning is in place, that answers the density question. A plan is how it is configured. He said to change the density, Council would have to have a first and second reading of a new ordinance.

The density question has passed, and now Council must decide how to apply the density.” Further in the same minutes, the developer stated “he agreed with Councilmember Terry that this is not a matter regarding density or zoning that can be heard at this time. Hearings were held in January and February, 1996 and the annexation and zoning was approved by City Council. Thirty days from the hearings are afforded the public to appeal decisions. The density was established on February 7, 1996 and this is a moot point that cannot be considered.”

In the written communication to the Grand Junction Planning Commission when responding to the appeal by Valley Meadows East residents of the zoning decision for Valley Meadows North, the attorney for the Valley Meadows North developer compared the Valley Meadows North subdivision to the Moonrise East subdivision. If you look at the last two pages of pictures in your handout you will understand why Valley Meadows East residents do not want this comparison. We would prefer a development that would compare with Moonridge Falls.

In the City Council minutes of April 18, 1997 during the public hearing on—
---zoning a part of the proposed Fall Valley subdivision to PR 2.9-- Mr. Tom Dixon, Planning and Design Consultant working with Banner & Associates stated “There is an emphasis on safety, livability and the quality of life with this project.” This was zoned as a planned Residential community with a maximum of 2.9 units per acre. The subdivision includes a park and open space on the southeast quadrant of the site which was expanded to a little over 4 acres in size.

Before you make a decision to rezone the property now known as Valley Meadows North you should take into consideration the many problems that have previously been identified. Any piece of property that has as many problems as this one has should not be rezoned until these problems are resolved. **Do not rezone prematurely and block out any opportunity for input into the design of the subdivision.** With some innovative and creative thinking these problems can be solved. Delaying rezoning until the solutions are implemented would result in a much more desirable subdivision. A subdivision in which the neighbors could establish a good rapport and the **houses would be more marketable.** The sale and resale of the houses in each of these subdivisions with a consistent market value should be the goal of all concerned. Working together we can make this happen.

We are aware of the Lawsuit filed in District Court where Just Companies, Inc sued the City of Grand Junction based on the decision at the May 1, 2002 public hearing to deny the request to rezone the property now known as Valley Meadows North from a RSF-R designation to the RSF-4 designation. We are also aware that the Planning Commission staff have stated that the proposal for Valley Meadows North meets the code in Section 2.6A of the City Zoning and Development Code. **This is not so.**

2.6 CODE AMENDMENT AND REZONING

A. Approval Criteria

- 3) The proposed rezone is compatible with the neighborhood and will not create adverse impacts such as: capacity or safety of the street network, parking problems, storm water or drainage problems, water, air or noise pollution, excessive nighttime lighting, or other nuisances.

This proposal will create many problems for the residents of Valley Meadows East in more than one of these categories.

In reviewing Minutes, it was noted that there have been other incidents where lawsuits have been filed and compromises made which created future problems which were much more difficult to resolve then if the situation had been handled differently at the appropriate time. **We hope you do not make the same mistake this time.**

If you look at the pictures on the back of your handout you can see the type of neighborhoods presently in this area and the type of neighborhoods the residents want to maintain. We take pride in this area and want others to do the same. The interest and concern of these residents is evidenced by the number of people who take time from their busy schedules to attend City Council meetings whenever a developer attempts to overbuild property in this area.

Thank you for the opportunity to speak on this issue. I will be happy to answer any questions you might have.

Moonridge Falls
Approved 1993 Density 2.3



Valley Meadows
Approved 1994 Density 2.8



Valley Meadows East
Approved May 1, 1996 Density 2.93



Fall Valley
Approved April 16, 1997 Density 2.9



Moonrise East
(Approved as Sunset Village)
Zoned February 7, 1996 Approved December 18, 1996
Density 3.82



Moonrise East
(continued)

Zoned February 7, 1996 Approved December 18, 1996



Exhibit B

City Council Presentation by John Chapman

Presentation To The City Council
Re: Zoning of Valley Meadows North
8-7-02

Good Evening. My name is John Chapman and I live at 667 Kapota in Valley Meadows East. I, too, am a Committee Member for our Homeowners Association trying to protect our interests in the development of Valley Meadows North.

I want to thank the Council for hearing our concerns on May 1, 2002, and for voting as you did on the proposed Valley Meadows North development. I had expected that the Just Company would develop and present a revised plan addressing some of the many problems with this development. I was wrong, it seems they chose to litigate instead.

You know how I feel about drainage problems on the proposed Valley Meadows North development and I won't go over that again here tonight, even though it is one of the criteria for Zoning. Instead I want to ask that my written presentation of the May 1, 2002 hearing be included in the record of this hearing.

With some help from the City's Community Development people, I have put together a colored map which shows the Specific Density of the single family developments on either side of 25 1/2 Road between Patterson Road and G Road.

(Explain map here)

This map shows that the Valley Meadows North parcel is surrounded on three sides by densities of less than 3 dwellings per acre. A small development, Moonrise East, with a density of 3.8 is on the fourth side.

Valley Meadows North, if rezoned RSF-4 and built out as proposed to a density of 3.4 dwellings per acre with no significant Common Area or other enhancing features, will be much like Moonrise East and very different from all of the other surrounding parcels.

Moonrise East Subdivision has not turned out well from the standpoint of the neighbors. It is considered a down-grade to all the surrounding neighborhoods. High density is just one reason. This is the highest density off 25 1/2 Road north of the Grand Valley Canal. Valley Meadows North at a density of 3.4 would be the second highest in the surrounding area.

(Show comparison photos)

Valley Meadows North, in my opinion, will be less desirable than Moonrise East and all the other surrounding subdivisions because of the Developers choice to have no irrigation water. I realize that irrigation water is not a zoning criteria but you should understand that this is to be the **only** residential subdivision on this map that does not have this utility. By making this choice, the developer is deviating from the established practice for this area and creating a lower quality development. This land has been under irrigation in the past and could be again. Why sacrifice good location to sub-standard development?

I hope you realize all the pain that is generated when a project like this is approved and it nullifies all the earlier

efforts of more than 150 surrounding homeowners to have a quality neighborhood.

I do not understand why the City Staff is so willing, even anxious, to down-grade so many existing, attractive subdivisions, and so much other future attractive development property. Mr. Greiser, who is a neighbor of ours, testified on March 12th at the Planning Commission Hearing that the Staffs' advocacy for the Valley Meadows North Development was "a bit extreme". I agree and I am quite uneasy about the settlement, negotiated by Staff, of the Developers' Law Suit against the City. Was anyone looking after the interests of the surrounding tax-paying neighbors at these negotiations?

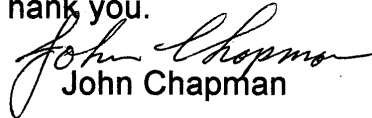
Mr. Krohn, for the Developer, likes to compare density, not by specific density, but by lot size. By his comparison Valley Meadows North, (specific density 3.4) is about the same as Valley Meadows East, (specific density 2.9). I can not let this stand. To make the comparison valid, Mr. Krohn needs to add to each Valley Meadows East lot 1,287 square feet, representing the undivided interest each homeowner has in 1.3 acres of landscaped Common Area. This deeded and taxable addition makes the Valley Meadows East land holdings per lot 16% larger than those in the proposed Valley Meadows North.

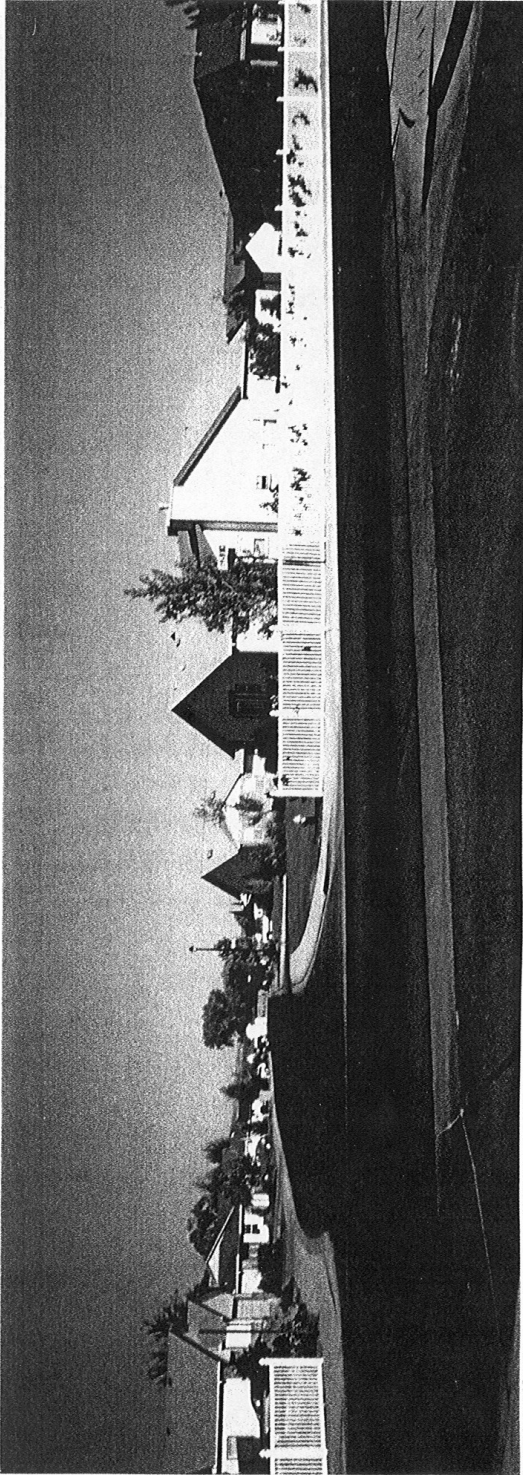
Our perception is that our neighborhood has been significantly down-graded by the Moonrise East Subdivision, by the canal break and resulting flood, and by the difficulties some of our people are having with the insurance. Some of our homes will never be **really** fixed and our subdivision now has a "flood prone" reputation. This area doesn't need another down-grade.

If the Valley Meadows North property is to be re-zoned at all, we would urge you to re-zone to RSF-2. This is a zoning that would blend in with the existing neighborhood to the North, East, and South much better than the higher density proposed. It could be developed into a subdivision that is not down-grading but instead is a credit to the City, the Developer and the neighborhood. We are not against development. But, again, why sacrifice good location to sub-standard development?

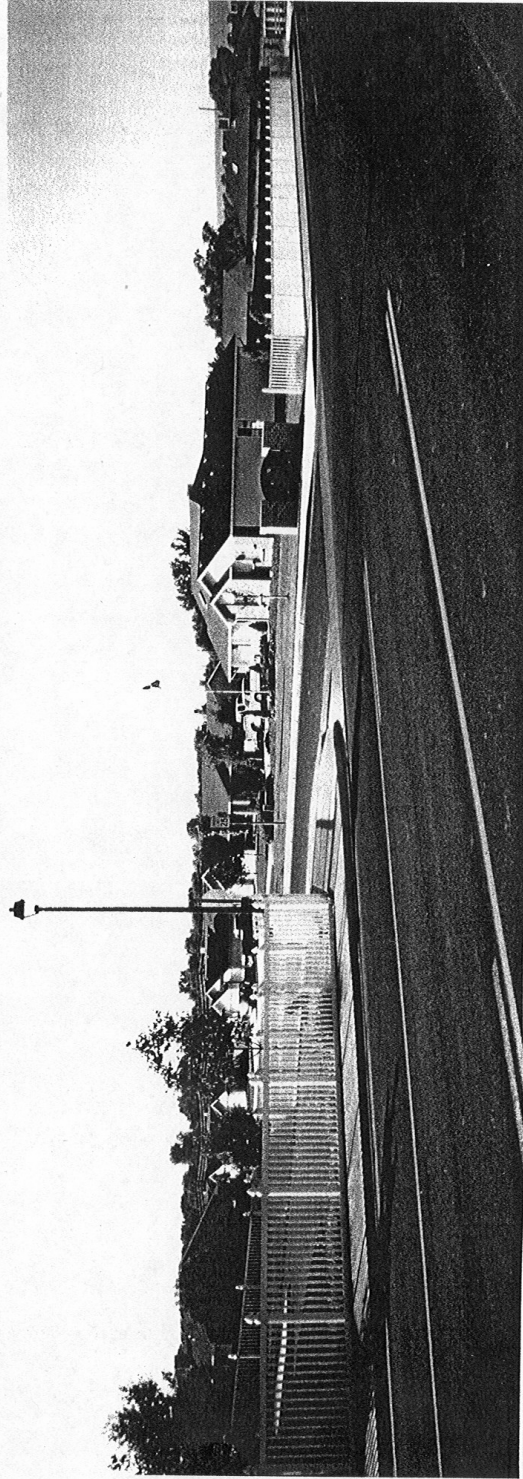
Are there any questions?

Thank you.

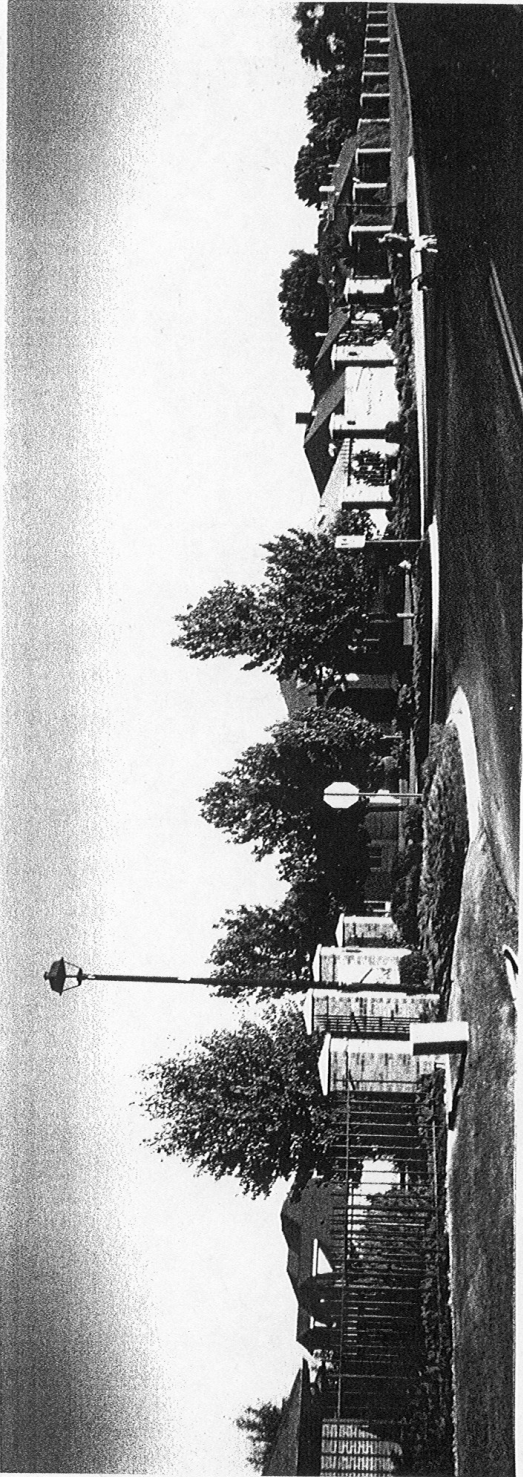

John Chapman



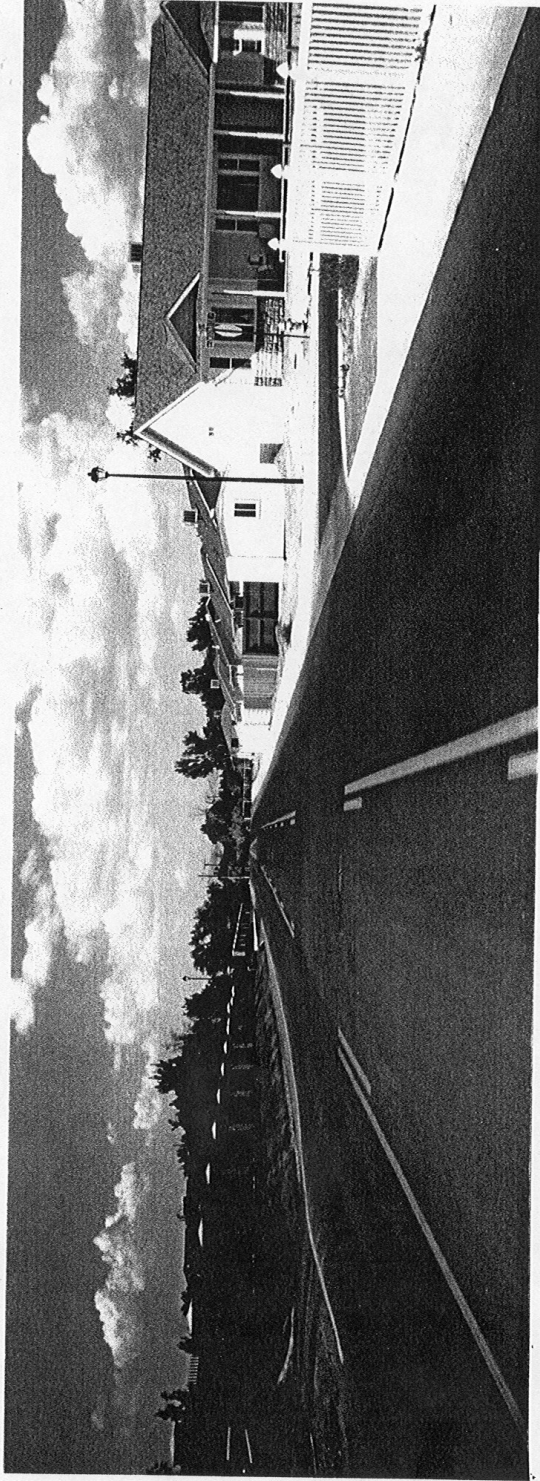
VALLEY MEADOWS ENTRANCE



VALLEY MEADOWS EAST ENTRANCE



MOONRIDGE FALLS ENTRANCE



MOONRISE EAST ENTRANCE

Exhibit C

City Council Presentation by John Chapman

May 1, 2002

PRESENTATION TO GRAND JUNCTION CITY COUNCIL
REGARDING VALLEY MEADOWS NORTH SUBDIVISION

By JOHN CHAPMAN

Presented Orally May 1, 2002

The Preliminary Drainage Plan for Valley Meadows North as was presented to the Planning Commission on March 12, 2002 contained a number of errors and omissions. These errors and omissions are not of the kind that are "worked out" with the City Staff. They are errors of fact and omissions of critical importance. They lead to unintended consequences.

Consider the following:

1. This plan destroys the backbone of the existing drainage system of the adjoining Valley Meadows East Subdivision.
2. This plan is contrary to basic drainage law.
3. Discharge of collected storm water to the gutter on 25 1/2 Road would result in water flowing into Valley Meadows East by way of 25 1/2 Road and Westwood Drive.
4. The existing storm sewer system in Valley Meadows East is not capable of handling the inflow of storm water from other areas as proposed.

Now, let me explain. The regional drainage is to the southwest. Across most of the southern boundary of Valley Meadows North (which is the north boundary of Valley Meadows East), there is a berm which varies in height from 1 foot to 4 feet and is about 700 feet long. The west end of this berm was damaged during the recent canal failure and needs to be repaired.

This berm was originally built to carry an irrigation ditch (now pipe) to deliver water to farm land on the west side of 25 1/2 Road. It has been there at least 50 years that I know of, and probably has been there since the mid -1880's, when irrigation came to Grand Junction. This berm also acts as a detention dam. Irrigation tail water and storm water from the east flow onto the

Valley Meadows North property near its southeast corner. The berm prevents this water from entering Valley Meadows East. Instead this water spreads along the Valley Meadows North side of the berm. Evidence of this is seen today where flood water and tail water have enriched the plant growth on the north side of the berm.

If the berm had not been there, the drainage plan for Valley Meadows East would have been quite different. It is strange that the developers' drainage plan never mentions the existence of this berm.

Now the developer plans to breach the berm at the extension of Kapota Street and use it to drain water on to Valley Meadows East. This alteration of the historic drainage pattern to cause water to drain onto the property of others in a different manner and greater quantity than before is contrary to basic drainage law. But the developer testified at the Planning Commission that:

"The developer only has an obligation to deal with water which falls onto their property, and not from other sources." The fact is, without change in the developer's plan, the berm removal **will** cause inflow and flooding in VME. Again, the fact is that the developer may not legally alter the drainage such that floodwaters may damage others.

The developer also states that "we are not required to provide for excessive gully washers". Excessive gully washer is not defined in the developer's testimony, but elsewhere he proclaims that he is designing for a 100 year flood. How can he design for a 100 year flood and not be responsible for an undefined gully washer?

Now let us go to the planning at the southwest corner of the proposed new development. Here the developer plans to accumulate storm water in a detention pond which will empty into a 12 inch buried sewer line which is increased to 15 inches on its way to the Grand Valley Canal, where it discharges about 4 feet below the water level. This sewer line carries irrigation tailwater, gutter drain, and Moonrise Subdivision detention discharge. No one can predict whether or not there will be capacity to also take care of pond discharge from the proposed new development.

The developer's stated solution is to discharge water into the gutter on 25 1/2 Road using up to one half of the street. This water would then flow south on 25 1/2 Road to the corner of Westwood Drive. There the flow would split - part going to the Canal and part would go down Westwood Drive to the Valley Meadows East already overloaded storm sewers. The storm sewer system in place in Valley Meadows East is not capable of handling this anticipated inflow from 25 1/2 Road and Kapota Street.

The Preliminary Drainage report furnished by the developer ignores the existence of the berm across its southern boundary, and ignores its importance to neighbors to the east and south.

This report also contains incorrect statements such as:

Page 4 - "There are no changes to the historical drainage patterns planned for this project." This is not true. They always planned on breaching the berm and diverting water on to Valley Meadows East.

Page 6 - "An existing ditch seems to convey both irrigation water and storm water to the south." This is only partly true - there are two irrigation tailwater ditches which deliver water to a point near the southeast corner of the project property where they join. Some water then flows into the irrigation headwater pipe and the rest flows on to the project property along the north side of the berm as is indicated by rich plant growth in this area. Storm water also follows the same course.

In a letter to the City Council, dated April 5, 2002, Mr. Krohn, representing the Just Company, indicates that we in Valley Meadows East should rely on the legal process to remedy injury by drainage from Valley Meadows North. Litigation after injury has occurred is NO substitute for proper engineering beginning at the preliminary stage.

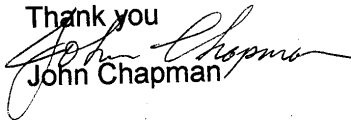
At this point, the preliminary engineering should be considered very unsatisfactory.

In summary, I urge you to reject this plan as presented to the Planning Commission on March 12, 2002 because of:

1. The destruction of the existing drainage plan of Valley Meadows East by extra storm water entering the subdivision by way of 25 1/2 Road and Kapota Street.
2. The probable legal involvement caused by the dumping of diverted water on to the property of others in contradiction of basic water law.
3. The probable flooding ~~again~~ of homes on the south side of Westwood Drive.
4. And because the Valley Meadows North Preliminary Drainage Report on which judgments will be based is faulty to an extreme and should be considered unacceptable.
5. In the interest of good planning, the City Council should first determine that the problems outlined above can be solved economically before consideration is given to zoning and specific density. Additional space may be required to accommodate additional detention or retention ponds, and other drainage structures such as piping, drainage ditches, etc.

Are there any questions?

Thank you


John Chapman

**Attach 2
FY2003 IGA**

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	FY2003 Intergovernmental Agreement/Consolidated Planning Grant Joint Resolution					
Meeting Date	August 21, 2002					
Date Prepared	July 31, 2002				File #	
Author	Peggy Miller			RTPO Office Administrator		
Presenter Name	Jody Kliska			Transportation Engineer		
Report results back to Council	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	When	
Citizen Presentation	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Name	
	Workshop	<input checked="" type="checkbox"/>	Formal Agenda	<input checked="" type="checkbox"/>	Consent	Individual Consideration

Summary: Adoption of this Resolution and resultant contract signatures, the FY2003 Intergovernmental Agreement will allow the Grand Junction/Mesa County MPO to start spending Consolidated Planning Grant (CPG) funds, effective October 1, 2002.

Budget: Previously approved with adoption of the FY2003 Unified Planning Work Program on July 17, 2002, including funding of the City's share of the local match in the amount of \$13,739.

Action Requested/Recommendation: Approve and sign a Joint Resolution with Mesa County and the City of Grand Junction accepting the Intergovernmental Agreement/Consolidated Planning Grant between this MPO and CDOT, and authorize the Regional Transportation Planning Office Director, who is also the MPO Director, to sign the Intergovernmental Agreement.

Attachments: Resolution and Intergovernmental Agreement.

Background Information: The FY2003 Intergovernmental Agreement programs Consolidated Planning Grant (CPG) funds within the Unified Planning Work Program. The FY2003 Unified Planning Work Program was adopted by the City of Grand Junction (GJCC #65-02) and the Mesa County Board of County Commissioners (MCM #2002-120) on July 17, 2002 and July 22, 2002 respectively. Adoption of this resolution is required by CDOT to allow the MPO to spend the CPG funds beginning October 1, 2002.

MCC# _____

GJCC# _____

RESOLUTION NO _____
MCM _____

A JOINT RESOLUTION OF THE COUNTY OF MESA AND THE CITY OF GRAND JUNCTION CONCERNING THE SIGNING OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN CDOT AND THE GRAND JUNCTION/MESA COUNTY METROPOLITAN PLANNING ORGANIZATION REGARDING THE FY2003 CONSOLIDATED PLANNING GRANT (CPG).

WHEREAS, The City and County have been designated by the Governor as the Metropolitan Planning Organization for the Grand Junction/Mesa County Urbanized Area; and

WHEREAS, Part 2 of Article 1 of Title 29, Colorado Revised Statutes authorizes the parties to contract with one another to make the most efficient and effective use of their powers and responsibilities; and

WHEREAS, The City and County realize the importance of both short and long range Planning in the development of an efficient transportation system, and are both aware that it is the responsibility of the Metropolitan Planning Organization to perform those planning functions; and

WHEREAS, The City and County, in their performance of those planning functions for the Urbanized Area, wish to use Federal Highway Administration and Federal Transit Administration transportation planning funds in coordination with the Colorado Department of Transportation;

NOW, THEREFORE, BE IT JOINTLY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MESA, COLORADO AND THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

That the Intergovernmental Agreement hereunto attached, was approved for signature by the Board of County Commissioners of the County of Mesa, Colorado on August _____, 2002 and by the City Council of the City of Grand Junction, Colorado on August _____, 2002.

CITY OF GRAND JUNCTION

COUNTY OF MESA

Mayor
Grand Junction City Council

Chair of the Board
Mesa County Board of Commissioners

_____ day of August, 2002

_____ day of August,

Attest:

Attest:

City Clerk

County Clerk

INTERGOVERNMENTAL AGREEMENT

This AGREEMENT, made this _____ day of _____, 2002, by and between the State of Colorado for the use and benefit of THE COLORADO DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "Department", and the GRAND JUNCTION/MESA COUNTY, PO BOX 20000-5018, GRAND JUNCTION, CO 81502-5018, hereinafter referred to as the "Planning Agency," created under powers set forth in Article XIV, Section 18 (2) of the Colorado Constitution and Part 2 of Article 1 of Title 29, CRS, as amended.

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available funds from federal fiscal year 2003 for payment in **Fund 400, Organization 9891, Appropriation Code 417, Program 5000, Function 1510, Object 5180 1N, GBL ZD 92, Reporting Category 0510, FIEN #846000783** for a total of **\$134,506**. The maximum amount payable by the Department shall not exceed **\$110,295**, which is 82% of the total available funds. The local match will be **\$24,211**, which is 18% of the total available funds. The Catalog Federal Domestic Assistance number (CFDA), which relates to contract audit procedures is 20.205.

WHEREAS, Section 104 (f) Title 23 USC and Section 5303 of 49 USC provides metropolitan transportation planning funds, hereinafter referred to as "planning" funds, to Metropolitan Planning Organizations (MPOs) to conduct Comprehensive and Transportation Planning Programs in the urbanized areas of the State of Colorado as defined by the U.S. Census; and

WHEREAS, the Governor of the State of Colorado and general purpose local governments within the Grand Junction metropolitan area have agreed that the GRAND JUNCTION/MESA COUNTY, the "Planning Agency" or "Contractor", shall be the MPO and, as such, is the recipient of "planning" funds for the Grand Junction urbanized area; and

WHEREAS, the Planning Agency and the Department will cooperatively prepare a mutually acceptable Unified Planning Work Program (UPWP) which must be adopted by the Planning Agency and reviewed by the Department as the document describing the total regional planning and management program for the Grand Junction urbanized area.

WHEREAS, the U.S. Department of Transportation has created the Consolidated Planning Grant program and the Metropolitan Planning Organizations, the Department, the Federal Transit Administration and the Federal Highway Administration have mutually agreed to participate; and

WHEREAS, the Department and the Planning Agencies have mutually cooperated in developing this intergovernmental agreement and have agreed to the consolidation of these funds, the distribution formula and the matching ratio.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. PURPOSE AND SCOPE

- 1.1** Work to be performed under this Agreement and the compensation for such work shall be identified in a Unified Planning Work Program (UPWP), prepared on an annual basis for each fiscal year. The UPWP (Exhibit A) shall consist of the tasks for the year as accepted by the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA).
- 1.2** The Planning Agency shall not commence work to be performed in the UPWP until the date specified by a written notice to proceed by the Department (which may be an electronic notice) and shall complete the work by the date specified in the UPWP, unless the time thereof is extended by mutual agreement of the parties hereto evidenced by letters or electronic notice.
- 1.3** By preparing, submitting and/or amending the annual UPWP, the Planning Agency agrees to perform such services within the total annual planning funds made available for that purpose. The UPWP shall be deemed incorporated herein.

2. FUNDING

- 2.1** The amount of federal funds available to pay for services performed by the Planning Agency in any one year is limited by the amount of the unused portion of the allocated funds for the Urbanized Area made available through Section 104 (f) Title 23 US Code and any amendments thereto and Section 5303 of 49 US Code and any amendments thereto.
- 2.2** The Department shall not be obligated to use State funds under this agreement. The Department's use of federal planning funds to pay for costs shall be limited to the costs which are actually incurred by the Planning Agency and which are allowable, as defined in Paragraph 6 of this agreement. The Planning Agency shall be solely responsible for all costs incurred which are either not allowable or which exceed the funds available in the agreement.
- 2.3** Per 23 CFR Section 420.111(b), the UPWP shall include a description of work to be accomplished and cost estimates for each activity. For

expenditures, federal planning revenues (PL and 5303) do not have to be identified by sources; however, local match revenues should be identified.

2.4 By June 30 of each year the Department shall notify the Planning Agency, in writing, of the level of federal planning funds which are expected to be available for programming in the annual UPWP for the following fiscal year, which will commence October 1 of each year and end September 30 of the following year.

2.5 FEDERAL FUNDING. This agreement is subject to and contingent upon the continuing availability of Federal funds for the purposes hereof. The parties hereto expressly recognize that the Planning Agency is to be paid, reimbursed, or otherwise compensated with funds provided to the State by the Federal Government for the purpose of completing the services identified in the UPWP and therefore, the Planning Agency expressly understands and agrees that all its rights, demands, and claims to compensation arising under this agreement are contingent upon receipt of such funds by the State. In the event that such funds or any part thereof are not received by the State, the State may immediately terminate this agreement without liability, including liability for termination costs.

3. PERSONNEL

3.1 The Planning Agency shall take all reasonable steps to obtain the necessary staff or consultant services required to carry out all tasks described and identified in the UPWP. The Planning Agency shall be responsible to select such staff/consultant services in compliance with all applicable federal procurement requirements including 23 CFR 172 and 49 CFR 18.36. In addition, any Request for Proposal (RFP) used by the Planning Agency to secure consultant services must be reviewed by the Department before the Planning Agency releases the RFP. The Department shall have 15 calendar days from the date of receiving the RFP in which to return comments. Responses to the Department's comments will be provided by the Planning Agency within 15 calendar days of receipt of the comments. The Planning Agency shall notify the Department before executing any contract for consultant services which utilizes planning funding.

4. TERM – OPTION CLAUSE TO EXTEND SERVICES

4.1 The term of this agreement shall be from the effective date through September 30, 2003.

4.2 The Department and the Planning Agency shall have the Option to renew the Agreement, subject to the annual budgeting and availability of sufficient funds, as described below. The Department may exercise the Option by written notice to the Planning Agency using a form substantially equivalent to Exhibit B.

- 4.3** Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

5. BILLING

5.1 The Planning Agency shall request reimbursement from the State for the allowable cost of those tasks eligible for Planning funds identified in the UPWP as described in Paragraph 6 of this agreement. Reimbursement requests shall be submitted by the Planning Agency to the Department on a regular basis, provided that such basis shall be at least quarterly and no greater than monthly. The Planning agency will bill the State by the 30th of the month following the end of their billing cycle. Billings should be itemized in the same categories as the work program. The State will process and reimburse all billings within sixty (60) days of receipt.

5.2 Reimbursement request vouchers will be issued by CDOT to each Planning Agency. Upon signing the voucher and requesting reimbursement, the designated representative of the Planning Agency has certified that:

- 1.** The costs are allowable, and therefore reimbursable; and
- 2.** The expenditure amount for that time period is correct; and
- 3.** The agreed upon work has been performed and/or products have been produced; and

4. All Requests for Proposals have been forwarded to the Department for review and comment.

5. Reimbursements will be in accordance with terms of this agreement..

5.3 In addition to the voucher, the Planning Agency shall include expenditures of federal funds major UPWP Task. The information shall contain:

1. Budgeted amount
2. Expenditures for current billing cycle and year-to-date
3. Unexpended balance after current cycle
4. Percent expended year-to-date
5. Copies of Subcontractors Invoices

5.4 The Department shall pay the Planning Agency's voucher for expenditures incurred in performance of tasks described in Paragraph 1.1 of this agreement, up to the maximum amount described above, subject to conditions specified in Paragraph 6 of this agreement.

6. ALLOWABLE COSTS

6.1 Allowable costs shall be limited to those actual costs necessary to carry out the tasks described in the UPWP and in Paragraph 1.1 of this agreement, and as provided in applicable Federal Regulations. This includes direct costs such as the costs of computer services, salaries, car rental, technical supplies, and reproduction. Also included are indirect costs such as the cost of proportionate share of rent, postage, insurance, maintenance and repair, utilities, communications, and administrative staff personnel. Indirect costs must be substantiated by audit, and reimbursement will be limited to the indirect cost rate contained in the approved indirect cost allocation plan. The indirect cost allocation plan must be approved by the Federal cognizant agency. The Planning Agency must also have an audit of their entity financial statement in accordance with OMB Circular A-133. A copy of the audit shall be submitted to CDOT within 180 days of the close of your fiscal year. All billings requesting reimbursement for indirect costs shall be in accordance with OMB Circular A-87. If the Planning Agency bills indirect costs, the Planning Agency must have an indirect cost plan in accordance with OMB Circular A-87. An A-87 audit is required to support the indirect cost rate proposed in the UPWP. Determination of indirect costs will follow those guidelines set forth in the Federal Procurement regulations (41 CFR 1-15.7), and OMB Circular A-87. The Planning Agency must also have an audit of their financial statement.

With regard to memberships, subscriptions, and professional tasks (OMB Circular No. A-87, Attachment B, Item 30):

1. Costs of the governmental unit's memberships in business, technical, and professional organizations are allowable.
2. Costs of the governmental unit's subscriptions to business, professional, and technical periodicals are allowable.
3. Costs of meetings and conferences where the primary purpose is the dissemination of technical information, including meals, transportation, rental of meeting facilities, and other incidental costs are allowable.
4. Costs of membership in civic and community, social organizations are allowable as a direct cost with the approval of the Federal-awarding agency.

5. Costs of membership in organizations substantially engaged in lobbying are unallowable.

6.2 In determining the amount of federal assistance, the Department will exclude:

1. Any project costs incurred by the Planning Agency before the execution of the Agreement, Change Order Letter (See Section 19) or Option Letter.
2. Any costs incurred by the Planning Agency that is not included in the UPWP.
3. Any cost incurred by the Planning Agency after the termination date of this Agreement or Amendment. The Planning Agency agrees that reimbursement of any cost under this Agreement does not constitute a final Department decision about the allowability of the cost and does not constitute a waiver of any violation by the Planning Agency of the terms of this Agreement.

7. PROGRAM MONITORING, REPORTING AND PERFORMANCE

- 7.1 Tasks described in the UPWP and in paragraph 1 shall be monitored by the Department in accordance with the provisions of 23 CFR Part 450 and any amendments and this agreement. The provisions of this paragraph do not constitute a waiver of legal and administrative appeals available to the Planning Agency or the State.

The Department will monitor all the tasks of the Planning Agency supported by transportation planning funds to assure that the work is being performed consistent with federal regulations and to enable the submission of appropriate reports that will contain as a minimum (23 CFR Part 420.117):

1. Comparison of actual performance with established goals;
2. Progress in meeting schedules;
3. Comparison of budgeted (approved) amounts and actual costs incurred;
4. Cost overruns/underruns;
5. Approved planning program revisions; and
6. Other pertinent supporting data.

In responding to these requirements, the Department will utilize the following steps and procedures to ensure that assigned responsibilities are carried out.

Monitoring Documents

The Department will use the current UPWP and approved study designs in reviewing the progress being made by the Planning Agency to meet the commitments in the planning contract. The issue of reasonable costs will be addressed during UPWP development. The UPWP includes all tasks, products and task budgets committed to by the Planning Agency.

- a. **Out-of-State Travel:** the total MPO out-of-state travel budget is to be identified in the UPWP. A separate MPO Out-of-State Travel Plan is to be available upon UPWP adoption.
- b. **Equipment Purchases:** Equipment purchases over \$5,000 are to be itemized by equipment description and estimated cost in the UPWP. The MPO must request CDOT pre-approval of any plans for equipment purchases (over \$5,000) that are not included in the UPWP.

c. UPWP Task Descriptions: Major UPWP Task descriptions with estimated budgets are to be included in the UPWP. Subtask descriptions are to be included in the UPWP. All contractual services are to be identified in the UPWP. Estimated subtask budgets in dollars or percent are to be included in the UPWP or a separate document.

1. Monitoring Meetings

Meetings between Department and Planning Agency representatives will be conducted biannually at the Department's discretion for the purpose of reviewing progress, resource allocations, and billings. Planning Agency representatives will provide an expenditure summary to the Department at least one week prior to the meeting.

2. Progress and Financial Reports

The Department will submit biannual progress and quarterly financial reports to the federal agencies.

7.2 The Planning Agency is responsible for the timely production of all the products, which it has committed to in the UPWP. The products are considered acceptable if developed and/or approved in accordance with the local MPO process. The UPWP, TIP and Transportation Plan will be reviewed and/or approved by state and federal agencies, as defined in CFR 23 Part 420.

7.3 The Planning Agency shall amend UPWP when:

1. Adding or deleting planning funds from the UPWP Budget.
2. Adding or deleting substantial portions of UPWP Tasks.
3. Continuing carry-over tasks.

7.4 Within 30 days after the end of the Program Period, the Planning Agency will provide to the Department a final accomplishment report of the tasks performed under this agreement for the completed fiscal year. It shall include, but not be limited to:

1. Final accomplishments by tasks;

2. Status of uncompleted products; and

3. Actual expenditures for the Program Period.

The Department has the right to disallow any costs incurred by the Planning Agency, which are not consistent with paragraph 6 or on any task not in compliance with the authorized tasks of the UPWP.

7.5 If any product that the Planning Agency has committed to in the UPWP is not produced and justification was not provided, the following steps, in accordance with 49 CFR 18.43, will be implemented by the Department:

1. The Department representative will meet with the Planning Agency representative to discuss performance.

2. The Department representative will report the progress to the Division of Transportation Development Director.

3. The Director will issue a decision as to whether performance is satisfactory or unsatisfactory. If performance was determined to have been unsatisfactory, the Department shall determine if a reduction in allocation is appropriate. The Planning Agency will be notified of any decisions made.

7.6 The Planning Agency is responsible for monitoring the work tasks of subcontractors.

8. RECORDS, ACCOUNTS, REPORTS, AND AUDITS

8.1 The Planning Agency and any consultants shall maintain all books, records, and other documentation pertaining to authorized UPWP tasks and to completely substantiate all costs incurred and billed to CDOT during the current Program Period and for a period of three years from the date of final payment under the terms of this agreement.

These records shall be made available for inspection and audit to the Department, FHWA, FTA, or the Comptroller General of the United States, and copies thereof shall be furnished, if requested. The Planning Agency shall include this record keeping/audit requirement in any contract with any

consultant employed to perform UPWP tasks by expressly requiring the consultant to comply with this requirement.

- 8.2** The Department, FHWA and FTA are specifically authorized to review and inspect at all reasonable times all such records, and all technical and financial aspects of the tasks described in the UPWP. FHWA and FTA will arrange such review and inspections through the Department.

9. OWNERSHIP OF DATA AND COPYRIGHTS

- 9.1** Data, studies, surveys, drawings, maps, models, photographs, reports, and any other materials produced or developed pursuant to this agreement shall become the property of the Planning Agency, except as set forth herein, also, the Planning Agency is hereby authorized to copyright and market computer software produced under this agreement. All proceeds from the sale of products or services developed under this agreement must be returned to the Planning Agency for transportation planning purposes.

Notwithstanding the foregoing, the Department, FHWA and FTA shall, without cost to them, have the royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use and to authorize others to use, all such materials for Department and U.S. Government purposes. In addition, the Department and U.S. Government shall have the right to use, duplicate, or disclose technical data and computer software produced under this agreement in whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to do so. However, should the Planning Agency choose to market computer files and/or software produced under this project, the Department agrees to refer inquiries concerning such materials to the Planning Agency.

9.2 All information, data, reports, and maps which are developed by the Planning Agency for carrying out the tasks in the Annual UPWP shall be made available in sufficient copies to the Department, FHWA and FTA (not to exceed fifteen).

9.3 All reports pertaining to the performance of this agreement shall be reviewed by CDOT, and made available to FHWA, and FTA for review, but no report will be published without the prior approval of FHWA and FTA. Any published material shall acknowledge the financial participation of the Department and/or the FHWA and FTA and other agencies contributing funding to the work product. Also, any published material shall include appropriate federal disclaimer statements.

10. INTEREST OF PARTIES

10.1 The parties aver that to their knowledge, their employees have no interests and shall not acquire any interests, directly or indirectly, which would conflict in any manner or degree with the performance and services required to be performed under this agreement. The parties' further promise that they will not employ any person having an outside interest in the performance of this agreement.

11. COVENANT AGAINST CONTINGENT FEES

11.1 Officers, members, or employees of the parties and members of the governing body of the localities in which the planning program is situated or being carried out, who exercise any function or responsibility in the review or approval of the undertaking or carrying out of this agreement, shall not:

1. Participate in any decision related to this agreement which affects their personal interest or the interest of any corporation, partnership, or association in which they are directly or indirectly interested; or,
2. Have any interest, directly or indirectly, in this agreement or the proceeds thereof.

12. ASSIGNMENT OF RIGHTS

12.1 Neither party may assign its rights or duties under this agreement without the prior written consent of the other party.

13. CLAIMS AND LIABILITY

13.1 The Planning Agency warrants that it has the authority to enter into this agreement under its Articles of Association, and that it has taken all appropriate actions to lawfully execute such authority. The Planning Agency shall be responsible for all claims and liabilities resulting from the Planning Agency's acts or the acts of consultants, subcontractors, agents, or employees of the Planning Agency.

14. TERMINATION OF AGREEMENT

14.1 Either party has the right to withdraw from this agreement by giving written notice to the other party at least sixty (60) days, except as provided in Section 19.1.3, in advance of such withdrawal, whereupon the agreement shall terminate at the expiration of the period of notice. In that event, the Department shall pay the Planning Agency only for its share of the Annual UPWP work completed by the date of termination.

15. DESIGNATED REPRESENTATIVES

15.1 For the purpose of this agreement, the individuals identified below are hereby-designated representatives of the respective parties.

Department: Jeff Walker

Division of Transportation Development

Planning Agency: Tom Fisher

GRAND JUNCTION/MESA COUNTY

16. NOTICES

16.1 All notices required to be given by the parties hereunder shall be to the individuals at the addresses set forth below. Either party may from time to time designate in writing substitute addresses or persons to whom such notices shall be sent:

Department: Jeff Walker

Division of Transportation Development

Planning Agency: Tom Fisher

GRAND JUNCTION/MESA COUNTY

17. PRIORITIES

17.1 The attached Special Provisions are made a part of this agreement. Also, all of the circulars and regulations and statutes, as amended, that are cited in this agreement are incorporated herein by reference and made a part of this agreement. If a conflict occurs between the provisions of this Agreement proper or the attachments hereto, the priority to be used to resolve such conflict shall be as follows:

1. State Special Provision attached to this Agreement; then
2. Incorporated material; then
3. This Agreement proper; then
4. Exhibit A (UPWP).

18. INTEGRATION

18.1 This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion or other amendment hereto, other than any Change Order Letter approved by the State Controller or his designee, shall be considered unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto, other than any Change Order Letter approved by the State Controller or his designee, shall have any force or effect unless embodied in a written contract executed and approved pursuant to the State Fiscal Rules.

19. CHANGE ORDER LETTER

19.1 The State may prospectively increase or decrease the amount payable under this Agreement through a "Change Order Letter," approved by the State Controller or his designee, to the form attached hereto as Exhibit B, subject to the following conditions:

- 1.** The Change Order Letter ("Letter") includes the following:
 - a.** Identification of agreement by agreement number and affected paragraph number(s);
 - b.** Types of services or programs increased or decreased and the new level of each service or program;
 - c.** Amount of the increase or decrease in the level of funding, including the possible rollover of funds, for each service or program and the total;
 - d.** Intended effective date of the funding change;
 - e.** A provision stating that the Change shall not be valid until approved by the State Controller or such assistant as he may designate.

2. Upon proper execution and approval, such letter shall become an amendment to this Agreement and, except for the General and Special Provisions of the Agreement, the letter shall supersede the Agreement in the event of a conflict between the two. It is understood and agreed that the letter may be used only for increased or decreased funding, and corresponding adjustments to service levels and any budget line items.

3. If the Planning Agency agrees to and accepts the change, the Planning Agency shall execute and return the letter to the Department by the date indicated in the letter. In the event the Planning Agency does not accept the change, or fails to timely return the executed letter, the Department may, upon notice to the Planning Agency, terminate this Agreement effective at any time after twenty (20) days following the return deadline specified in the letter. Such notice shall specify the effective date of termination.

In the event of termination, the parties shall not be relieved of their obligations up to the effective date of termination.

4. Increases or decreases in the level of contractual funding made through the letter process during the term of this agreement may be made under the following circumstances:
 - a. If necessary to fully utilize Colorado State appropriations and/or non-appropriated federal grant awards.

 - b. Adjustments to reflect current year expenditures.

 - c. Supplemental appropriations or non-appropriated federal funding changes resulting in an increase or decrease in the amounts originally budgeted and available for the purposes of this program.

- d. Closure of programs and/or termination of related contracts.

- e. Delay or difficulty in implementing new programs or services.

20. GRANT ASSURANCES.

20.1 Since this grant agreement involves the expenditure of federal funds, the grantee/local agency/Planning Agency shall at all times during the execution of this agreement strictly adhere to and comply with all applicable federal laws and regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of this agreement. The grantee/local agency/Planning Agency shall also require compliance with these statutes and regulations in subgrant agreements entered into under this agreement. Federal laws and regulations that may be applicable include:

20.2 The Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments” (Common Rule), at 49 Code of Federal Regulations, Part 18, or the "Uniform Administrative Requirements for Grants and Agreements with Non-Profit Organizations", at 49 Code of Federal Regulations, Part 19, as applicable. The requirements of 49 CFR Part 18, or Part 19, include, without limitation:

- 1) the Planning Agency shall follow applicable procurement procedures, as required by section 18.36(d) or 19.36(d);
- 2) the Planning Agency shall request and obtain prior CDOT approval of changes to any subcontracts in the manner, and to the extent required by, applicable provisions of section 18.30 or section 19.30;
- 3) the Planning Agency shall comply with section 18.37 or section 19.37 concerning any subgrants;
- 4) to expedite any CDOT approval, the Planning Agency's attorney, or other authorized representative, shall also submit a letter to CDOT certifying Planning Agency compliance with section 18.30 or section 19.30 change order procedures, and with 18.36(d) or section 19.36(d) procurement procedures, and with section 18.37 or section 19.37 subgrant procedures, as applicable;
- 5) the Planning Agency shall incorporate the specific agreement provisions described in section 18.36(i) or section 19.36(i) (which are also deemed incorporated herein) into any subcontract(s) for such services as terms and conditions of those subcontracts.

20.3. Title 23, United States Code, Part 172, and Title 23, Code of Federal Regulations, Part 172, if the contract work includes professional engineering or architectural services.

- 20.4.** Title 23, United States Code, Part 112, and Title 23, Code of Federal Regulations, Parts 633 and 635, if the contract work includes construction services.
- 20.5.** Provided, however, that to the extent that other applicable federal requirements (including the provisions of Title 23) are more specific than provisions of Title 49, Part 18 or 19, those requirements shall supersede such Part 18 or 19 provisions.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

CONTRACTOR:

STATE OF COLORADO

GRAND JUNCTION/MESA COUNTY

Legal Name of Contracting Entity

BILL OWENS, GOVERNOR

84-6000783 (MESA COUNTY FED ID)

Social Security Number or FEIN

Tom Norton
Executive Director
Colorado Department of Transportation

LEGAL REVIEW:

Signature of Authorized Officer

KEN SALAZAR
ATTORNEY GENERAL

TOM FISHER, MPO DIRECTOR

Print Name & Title of Authorized Officer

Tracy Kinsella
Assistant Attorney General
Natural Resources Section

CORPORATIONS:

(A corporate seal and attestation is required.)

Attest (Seal) By _____

(Corporate Secretary or Equivalent, or Town/City/County Clerk)

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

STATE CONTROLLER:

By _____

Date _____

Revised: 12/1/01

EXHIBIT B

Sample Change Order Letter

Date: _____

Fiscal year: _____

Change Order Letter No. ____

In accordance with Paragraph ____ of Intergovernmental Agreement number _____, between the State of Colorado Department of Transportation and the _____, covering the period of _____ through _____, the undersigned agree that the maximum amount payable by the Department for eligible services as outlined in Paragraph ____ is (increased/decreased) by (\$_____) to a new total of (\$_____).

The budget is revised accordingly, as set forth in the Unified Planning Work program, Exhibit A, attached and incorporated herein by reference.

This amendment to the agreement is intended to be effective as of _____, but in no event shall it be deemed valid until it shall have been approved by the State Controller or such assistant as he may designate.

Please sign, date, and return all copies of this letter on or before _____, 20 ____.

Contractor Name:

State of Colorado:

Bill Owens, Governor

By: _____
Planning Agency Representative

By: _____
For the Executive Director
Colorado

Dept. of Transportation

APPROVALS:

FOR THE STATE CONTROLLER

Arthur L. Barnhart

By: _____
George McCullar
Department Controller

EXHIBIT C

SAMPLE OPTION FORM LETTER

Date: _____

TO: [Contractor]

[Address]

Subject:

Option Exercise Letter

In accordance with Paragraph _____ of agreement routing number _____ of _____ (_____ division) and _____, between the State of Colorado Department

[Contractor]

covering the period of _____, 20__ through _____, 20__ the State hereby exercises the option for

[maintenance services for three additional 486 CPUs at the prices specified in Exhibit ____]; or

[an additional one year's performance period at the (cost) (price) specified in paragraph ____.]

The maximum amount payable by the State in Paragraph ____ is (increased/decreased) by (\$ amount of change) to a new total of (\$_____). The first sentence in Paragraph ____ is hereby modified accordingly.

State of Colorado:
Bill Owens, Governor

For the Executive Director
Colorado Department of _____

By: _____
Title

APPROVALS:

FOR THE STATE CONTROLLER
Arthur L. Barnhart

By: _____
For _____ Division

By: _____
State Controller or Designee

Attach 3
F 1/2 Parkway

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA								
Subject		F1/2 Parkway Feasibility Study Contract						
Meeting Date		August 21, 2002						
Date Prepared		August 13, 2002				File #		
Author		Mike McDill			City Engineer			
Presenter Name		Tim Moore			Public Works Manager			
Report results back to Council			No	X	Yes	When	Early 2003	
Citizen Presentation			Yes	X	No	Name		
	Workshop	X	Formal Agenda			X	Consent	Individual Consideration

Summary: Authorize the City manager to sign a contract with Michael Baker Jr., Inc. to perform the feasibility study for the location and constructability of F1/2 Parkway from 24 Road east to a logical connection point with the rest of the major street system.

Budget: The 2002 Capital Improvement Plan Budget provides \$85,000 for this project. The C.I.P. also provides \$50,000 in each of 2003 and 2004 to begin implementing the results of this study. The contract we are requesting to execute is anticipated to amount to \$84,900.

Action Requested/Recommendation: Request authorization for the City manager to execute the above describe contract.

Attachments: Contract, Exhibit A, Exhibit B, and Exhibit C.

Background Information: This study is an outgrowth of the transportation segment of 24 Road Plan that was completed last year. That transportation plan called for an additional major street into the 24 Road Planning Area. F1/2 Road was selected as the logical location for this new major corridor. There was strong consensus on the western terminus of the Parkway, but no clear best choice for how to tie the east end of F1/2 Road to the rest of the City’s major street system.

This study is intended to investigate the possible options for routing F1/2 Road east to the most advantageous connection to the rest of the major street system. The consultant will also solicit public input as to the advantages and disadvantages of each option. Based on the outcome of this process, a final recommendation will be delivered to the Council for their consideration. This recommendation will include a proposed footprint for the parkway (a specific location, cross-section and right-of-way width) and

an evaluation of the feasibility of the whole concept (what might it cost in the long run and what will the benefits be). The recommended option will also be accompanied by a timetable for its need and development.

This new corridor is needed to accommodate the expected future growth in the 24 Road Planning Area. This corridor needs to be clearly and exactly defined to assist developers in planning their projects and allow City staff to correctly review developments in the area. It will also be needed to plan future City right-of-way acquisitions and budget for future capital projects in the northwest portion of the City.

Without a plan that is supported by the public and approved by the City Council, we move toward one of two scenarios. The potential for full development in the 24 Road Planning Area will eventually be stifled. Or, the City will face the expensive task of acquiring right-of-way for a major transportation corridor through the areas east of 24 1/2 Road, which continue to develop each year.

STANDARD Agreement with Client

THIS AGREEMENT entered into this _____ day of _____ 2002, by and between Michael Baker Jr., Inc. (hereinafter "**BAKER**") a Pennsylvania corporation with offices at 6955 Union Park Center, Suite 370, Midvale, Utah 84047 and the City of Grand Junction, (hereinafter, "**CLIENT**"), a municipal corporation with offices at 250 North 5th Street, Grand Junction, CO 81501. Collectively Baker and Client may be referred to as "Parties" or "the Parties"

WHEREAS, the **CLIENT** desires **BAKER** to perform certain technical services, and

WHEREAS, **BAKER** is in the business of providing planning and technical services and desires to perform such services for **CLIENT**.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the Parties agree as follows:

1. **SCOPE OF WORK.** **BAKER** shall perform such engineering and technical services as are described in the attached Exhibit "A", including any additions or modifications mutually agreed upon and incorporated therein (hereinafter, "Work").
2. **STANDARD OF CARE.** The standard of care applicable to **BAKER's** services is the degree of skill and diligence normally employed by engineers or providers of the same or similar technical services in Grand Junction, Colorado.
3. **COMPENSATION AND PAYMENT.** **CLIENT** shall compensate **BAKER** for the Work in such manner as described in the attached Exhibit "B", including any additions or modifications mutually agreed upon and incorporated therein (hereinafter, the "Payment Terms"). Partial payments for the Work complete or accepted shall be made monthly by the **CLIENT** to **BAKER** based on invoices submitted by **BAKER**. The **CLIENT** shall also pay **BAKER** a late payment charge for any payments not made within thirty (30) days of the date of applicable invoices at the rate of eight percent (8 %) per annum, simple.
4. **ESTIMATES.** Any estimates provided for cost of construction, financing, and acquisition of land and right-of-ways shall be made in accordance with good engineering practice and procedure. It is understood, however, that **BAKER** has no control over construction costs, competitive bidding and market conditions, nor over costs of financing, acquisition of land or right-of-ways, and **BAKER** does not guarantee the accuracy of such cost estimates as compared to actual cost or contractors' bids.
5. **CONSTRUCTION MEANS AND METHODS.** **BAKER** shall not be responsible for construction means, methods, techniques, sequences or procedures of construction contractors, or the safety precautions and programs incident thereto, and shall not be responsible for such contractors' failure to perform work in accordance with the contract documents.
6. **COMPLIANCE WITH LAWS.** **BAKER** shall comply with all applicable provisions of the unemployment compensation, sickness and disability, Social Security laws, the Fair Labor Standards Act and all other Federal, State, and local laws or regulations relating to employment.
7. **ASSIGNMENT BY CLIENT.** All the terms, provisions, covenants and conditions of this Agreement (including any modifications thereto) shall be binding upon, inure to the

benefit of, and be enforceable by **CLIENT**, its successors and assigns; provided however, that no portion of this Agreement (including any Task Order) and the rights and obligations thereunder shall be assignable or delegable by **CLIENT**, by operation of law or otherwise, without the express prior written consent of **BAKER** which consent shall not be unreasonably withheld.

8. **ASSIGNMENT BY BAKER.** All the terms, provisions, covenants and conditions of this Agreement (including any modifications thereto) shall be binding upon, inure to the benefit of, and be enforceable by **BAKER**, its successors and assigns; provided however, that no portion of this Agreement (including any Task Order) and the rights and obligations thereunder shall be assignable or delegable by **BAKER**, by operation of law or otherwise, without the express prior written consent of **CLIENT** which consent shall not be unreasonably withheld.
9. **INSPECTION OF THE WORK.** **BAKER** shall grant **CLIENT** access at all reasonable times to **BAKER's** facilities where the work under this Agreement is being performed.
10. **CHANGES.** The **CLIENT** may, at any time prior to the completion of the Work, direct, in writing, any changes to the Work, including but not limited to the revision of the Work's scope, time period, or schedule of performance. **BAKER** shall perform such changes to the Work as directed by the **CLIENT** in writing and shall be paid for such Work at rates established by the Agreement.
11. **SUSPENSION OR TERMINATION.** In the event that the Work is terminated or suspended by the **CLIENT** prior to its completion, **BAKER** shall be paid an equitable amount proportional to the services rendered to the date of termination or suspension, as determined by completed work.
12. **DEFAULT.** Should either party breach any provisions of this Agreement the non-breaching party shall have the rights and remedies provided by law or under these terms and conditions.
13. **INDEMNIFICATION.** Except as stated below, **BAKER** shall indemnify and save harmless the **CLIENT** from these claims, losses, lawsuits or expenses caused directly by **BAKER's** sole negligent acts, errors or omissions with performance of **BAKER's** services hereunder. To the fullest extent permitted by law, with respect to claims, damages, losses and expenses which are related to hazardous waste or asbestos removal, disposal or cleanup or environmental liability, the **CLIENT** shall indemnify, save harmless and defend **BAKER** from and against all such claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of **BAKER's** services, or claims against **BAKER** arising from work of others.
14. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, the **CLIENT** agrees to limit **BAKER's** liability to the **CLIENT** and to all other contractors or subcontractors on the project for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the project or this Agreement from any cause or causes including but not limited to **BAKER's** negligent acts, errors, omissions, strict liability, breach of contract,

or breach of warranty, such that the total aggregate of liability of **BAKER** to all those named shall not exceed \$50,000 or the total fee for **BAKER's** services rendered in the project, whichever is greater.

15. **WAIVER OF CONSEQUENTIAL DAMAGES.** Under no circumstances shall either party be liable to the other party, or any third party, including other beneficiaries, for any consequential damages, including but not limited to loss of use or rental, loss of profit or cost of any financing, however caused, including either party's fault or negligence.

16. **INSURANCE.** Unless otherwise required in this Agreement, the **CLIENT** and **BAKER** and the subconsultant (Thompson Langford Corporation) shall, during the performance of the services as provided herein, maintain insurance of the types and amounts specified, and with insurers satisfactory to the other party as follows:

(a) **Comprehensive General Liability** including the following:

\$1,000,000 Each Occurrence for bodily injury and property damage

\$1,000,000 Products/ Completed Operations Aggregate

\$1,000,000 General Aggregate over all interests

(b) **Comprehensive Automobile Liability** including coverage for owned, non-owned and hired vehicles:

\$1,000,000 Bodily Injury

\$1,000,000 Property Damage

(c) **Umbrella/Excess Policy:**

Baker = \$4,000,000

Subconsultant = \$2,000,000 Aggregate

(d) **BAKER** shall also maintain Workers' Compensation Insurance in statutorily required amounts, pursuant to Colorado's Workers Compensation Act and Employers' Liability Insurance in the amount of \$1,000,000 for bodily injury and \$1,000,000 by disease with a policy limit of \$1,000,000.

17. **INDEPENDENT CONTRACTOR.** **BAKER** acknowledges that it is furnishing the services contemplated by this Agreement hereto as an independent contractor, and not as an employee or agent of **CLIENT** or any of its affiliates.

18. PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

19. HEADINGS. Headings in this Agreement are for convenience only, and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.

20. GOVERNING LAWS. The validity or construction of this Agreement, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Colorado, without regard to its choice of law provisions. The Parties stipulate that the Venue shall be in the State District Court of Mesa County, Colorado.

22. SUPPLEMENTS TO AGREEMENT. The following Exhibits are an integral part of this Agreement.

- Exhibit "A" Scope of Work
- Exhibit "B" Payment Terms
- Exhibit "C" Schedule Milestones

23. ENTIRE AGREEMENT. This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein, and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing and signed by the parties hereto.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Agreement to be executed and delivered as of the day and year first above written.

ATTEST: **MICHAEL BAKER JR., INC.**

Name: Kevin Farley

Title: Salt Lake City Manager

ATTEST: **CITY OF GRAND JUNCTION**

Name: _____

Title: _____

Exhibit A – Scope of Work

Introduction to Study Approach

Michael Baker Jr., Inc. (Baker) will complete a transportation study (Study), described herein, to help the City of Grand Junction (Client) create a functional transportation system in the Study Area. The Study Area is that portion of the City between F Road, G Road, 23 $\frac{1}{4}$ Road, and 7th Street. Baker will focus on doing the right things (solutions that solve the problems), at the right places (not shifting the problem), and at the right time (proper implementation timing of project elements). Based on previous studies, one possible solution is a new roadway known as F $\frac{1}{2}$ Parkway (Parkway). Baker proposes a three-step study approach that provides enough traffic, engineering, and environmental work necessary to answer the questions associated with each step of the Study.

The first step is a regional evaluation of transportation problems and solutions within the Study Area - without any roadway engineering or environmental considerations. This effort will define a corridor where transportation improvements are needed. The corridor will most likely be 500 feet wide and will start at 23 $\frac{1}{4}$ Road and end at 7th Street.

The second step includes a detailed look at Parkway location concepts within the corridor identified in the first step. Baker will complete preliminary engineering to determine general costs and will conduct an environmental field review for impact determinations. This will be a "planning" level environmental evaluation and engineering design. This effort will define a specific location of the Parkway, as well as other various transportation improvements.

The third step includes the selection of one Parkway location along with more detailed engineering necessary to develop a realistic roadway "footprint." This includes engineering and environmental work necessary to complete accurate impact assessments and cost estimates.

Baker will help the Client obtain the systematic development of informed consent through the implementation of Citizen Participation by Objectives.

Project Management

Develop Project Management Plans

Work Plan

The Client and Baker will jointly develop a detailed work plan for the Study. Budget limitations and community expectations will not allow the consultant to perform the work necessary to complete the Study. Therefore, the Client and the consultant will work together as partners where responsibilities for each partner are clearly defined in the work plan.

The work plan will be developed in terms of overall corridor management, not just the location and feasibility of F½ Parkway. The corridor management approach will address the importance of regional transportation needs, corridor preservation before design, and access control during design. The budget and schedule will provide for a comprehensive Citizen Participation Program. The work plan will address the following items:

- A clear, achievable mission statement that incorporates detailed objectives of the Study,
- The geographic Study Area and the future planning horizon,
- The level of technical analysis,
- A detailed scope of work where the level of detail matches the budget and schedule,
- The level of detail required at each step of alternatives development and evaluation,
- The timing, type, and size of deliverables based on the information that will be needed to successfully complete the next steps in project development (design, right of way, construction),
- Define "success" at the end of the study and during subsequent project development phases.

Baker Deliverable: Study work plan

Project Reporting Plan

Baker will develop a progress report and invoice format that is acceptable to the Client's Project Manager. These documents will be prepared and submitted to the Client every month.

Baker Deliverable: Reporting Templates

Quality Assurance & Quality Control Plan (QAQC)

Baker will prepare a formal QAQC Plan for the Study. It will define the quality related process and responsibilities. Checked and audited documents will be available for Client review at any point during the Study.

Baker Deliverable: QAQC Plan

Implement Project Management Plans

Baker will implement the previously described project management plans throughout the Study. In addition, Baker's Project Manager will use aggressive communication tools to keep the Study Team on schedule. This includes continuous written and verbal communication between team members so that everyone understands their responsibilities and deadlines. For example, Baker will create a new "Action Item List" every two weeks. This list will include the task description, responsible parties, due date, and overdue status.

Baker Deliverables: Contact Reports & Action Item Lists

Initial Mapping & Data Collection

At this point in the study, the Study Area will be the area between F Road, G Road, 23¼ Road, and 7th Street.

In order to identify the regional transportation needs, Baker will collect traffic and property data. Baker will also obtain new aerial photography and GIS data from the Client.

GIS database and Base Maps

It is important to prepare a set of good working maps as soon as possible. Baker will use existing aerial photography for early schematic work and presentation purposes. The Client will provide aerial photography and initial GIS data. Bakers work will be incorporated into the City GIS system.

Baker Deliverable: Study Base Maps

Roadway Segment Data

Baker will obtain daily (24 hour) traffic volumes on roadways in the Study Area that are classified as major collectors or greater. Existing roadway geometry will be obtained.

Baker Deliverable: Existing Conditions Report

Preliminary Property Data

The regional Study Area is too large for a cost-effective survey, so Baker will perform a detailed field survey in future tasks when the number of alternatives have been reduced to a smaller geographic area.

At this point in the Study, Baker will research available Right of Way documents and summarize existing right of way locations within the Study Area. Baker will also identify the name and addresses of property owners in the Study Area.

Baker Deliverables: Preliminary Property Maps and Ownership list

Citizen Participation by Objectives (CPO)

Develop CPO Plan

Baker intends to obtain the systematic development of informed consent through the implementation of Citizen Participation by Objectives. Baker will Focus on implementation by building consent in everything we do, including: confirmation and communication that there is a future transportation problem if the project is not implemented; implementation of a fair process for the development and evaluation of alternatives; and truly caring about stakeholder issues.

Baker will maintain a team atmosphere between the Study Team and the stakeholders, where everyone understands that their ideas and contributions are important to successfully complete the study.

Baker understands that trust is earned through the implementation of a process that is brutally honest. Trust and respect are earned when the stakeholders understand that their issues are important to the Study Team. Both the good and bad parts of issues will be disclosed. Baker will maintain an "open door" policy and accessibility to team members and stakeholders.

Baker proposes to communicate effectively with stakeholders. Baker will avoid technical jargon (techno-speak) and will make an effort to communicate in a way that stakeholders understand. Baker will explain technical issues in stakeholder terms and will use examples and simple analogies as necessary.

Baker will build stakeholder trust by truly caring about their issues. Putting a stakeholders comment in a database of other comments is not enough personal attention to build stakeholder trust. Baker will develop and maintain a "Stakeholder Scorecard" throughout the study to track the issues and resolutions. Baker will talk with stakeholders so they know that we understand and care about their issues.

Stakeholders make better decisions when they are informed about transportation needs, evaluation processes, and results. There is a tradeoff between full disclosure of technical details and a focus on key points. Baker will not overwhelm the public with technical gadgetry and information overload. Baker will present the key points and make technical information available to those who want to have a deeper understanding of the process and results. Baker will provide training on the Study process and technical topics where necessary.

Baker Deliverables: -Consent building worksheets
-CPO Plan
-Stakeholder Scorecards
-Technical Training Materials

Identify Possibly Affected Interests

Baker will make early contact with possibly affected interests to identify stakeholder issues and identify possible opposition to project implementation.

Baker Deliverable: Contact Reports

Planning Game

Early in the Study, Baker will create and distribute a game called, "You be the Planner" to stakeholders. The game would include a short survey form, a map of the study area, highway curve templates, and instructions. We ask stakeholders to tell us if F½ Parkway should be built, why or why not, and where it should be located. They can return the survey form and alignment sketch to the study team for compilation in a "Stakeholder Scorecard" – Baker's way of tracking the issues and resolutions.

Baker Deliverables: Planning Game Material and Result Summary Report

Create a Flexible CPO Plan

Baker will build a Citizen Participation Program that is unique to this study, flexible, and identifies problems before they grow into steadfast "positions." The specific tools will be developed with an understanding of the time and cost requirements of the stakeholders and the Study Team.

The Project Steering Committee will decide if citizen committees are necessary. If so, Baker will clearly state how the committee fits into the study process. The roles and responsibilities of citizen committees will be clearly stated. Some groups may make recommendations and some groups may make decisions so it is important the group members know their roles. Baker will contact stakeholders to understand their issues before group meetings and will try to avoid being surprised by new information presented in a public forum.

Baker will try to minimize the number of meetings. Necessary meetings will include sufficient planning and preparation so that they can be conducted quickly and efficiently. Written project information will be clear and concise so that stakeholders can understand the key points without having to pour over complicated technical information.

Baker will coordinate with media sources early in the study to provide fair coverage. Baker will establish and maintain a relationship with the Grand Junction Sentinel by holding face-to-face meetings every two weeks to review project specific issues or general transportation issues. This includes a stream of press releases with factual project information.

Baker Deliverables:

- Consent building worksheets
- CPO Plan
- Stakeholder Scorecards
- Technical Training Materials

Implement the CPO Plan

The proposed study schedule identifies three milestones where citizen communication is important. Baker may use newsletters or may hold open house meetings, or will use whatever tools are best suited to accomplish the specific Citizen Participation Objectives.

Communication on Problems and Evaluation Process

Baker will try to create an early agreement with stakeholders that it would be irresponsible to ignore future transportation problems. Baker will try to get stakeholder buy-in at each study milestone. The first milestone will be problem identification and Baker will not proceed to the development of preliminary alternatives until there is clear understanding among most stakeholders that a solution is needed to solve the future problems.

Baker will not use the alternatives evaluation process to justify pre-determined results. Instead, Baker will strive for the best alternative (i.e. the least impactful solution that solves the future problems). Baker will approach this Study from a fresh perspective without pre-conceived notions. Baker will develop an alternatives

evaluation process based on stakeholder input. Baker will obtain buy-in before solutions are developed or evaluated.

Baker Deliverables: Contact Reports & Meeting Summaries

Communication on Preliminary Concept Alternatives

Baker will attempt to get stakeholder buy-in at each study milestone. Baker will not proceed to the next step of the study process until the preliminary results are understood by most of the stakeholders.

Baker Deliverable: Contact Reports & Meeting Summaries

Communication on Final Concept Alternatives

Baker will get stakeholder buy-in at each study milestone. Baker will identify and disclose the group responsible to make the final decision and how it will be made. Baker will work with the decision-makers to help them understand the problems, process, alternatives, and results.

Baker Deliverable: Contact Reports & Meeting Summaries

Client and Agency Coordination

Baker will help the Client staff and officials accomplish their mission of implementation and improving quality of life in Grand Junction. Baker will strive to minimize stakeholder desire to obtain a political overrule by:

- Minimizing impacts and costs of the solution,
- Being honest and fair,
- Knowing the project history prior to this study,
- Providing easy avenues of stakeholder communication,
- Coordinate with media early on to facilitate fair coverage,
- Understanding the political environment within the study area,
- Working hard to understand the real reason behind stakeholder behavior,
- Maintaining a team atmosphere between the Study Team and the stakeholders, where everyone understands that their ideas and contributions are important to successfully complete the study.

Steering Committee

The Client can make better decisions when they are informed about transportation needs, evaluation process, and results. Baker proposes the formation of a Study Steering Committee to provide two-way communication with Client stakeholders at six important milestones. It is important that technical work, recommendations, and reports are clear, concise, and understood by stakeholders. Baker will provide training on the study process and technical topics where necessary. The Steering Committee could include representatives from the Client Managers office, the Client Council, the Planning Commission, the Community Planning Department, the Engineering Department, the Streets Department, the

Transportation Engineering Department, the Utilities Department, and the Mesa County Regional Transportation Planning Office. Baker will work with the Client project manager to establish the Steering Committee. The Steering Committee will:

Review and accept decisions at important points in the process to develop and evaluate transportation alternatives,

Review documents and other deliverables during the Study in order to save time in later stages of Project implementation,

- “Decide how to decide” at the beginning of the study by approving the alternatives development and evaluation process. This action starts early with development and sign-off on the Study Work Plan that describes the three step process.
- Attend Steering Committee meetings to discuss the following items:
 - Study Kick off
 - Problem Statement & Evaluation Process
 - Draft Preliminary Concept Report Presentation
 - Select Final Concept
 - Draft Final Concept Report
 - Study Wrap up.

Baker will arrange meeting locations, prepare meeting materials, conduct the meetings, and prepare meeting summaries.

Baker Deliverables: -Steering Committee Contact List
-Meeting Materials & Summaries
-Technical Training Materials
-Decision making procedure

City Council & Planning Commission Presentations

Baker will help elected and appointed officials respond to citizen inquiries about the Study. This includes informing the City Council and Planning Commission about project status and issues. Baker proposes two presentations at Joint City Council & Planning Commission work sessions in order to describe and discuss the preliminary and final concepts. Baker will provide informal project updates as necessary and will provide a single point of contact. Baker will prepare presentation materials and will summarize related discussions.

Baker Deliverable: -Meeting Materials & Summaries
-Technical Training Materials

Identify Regional Transportation System Needs

At this point in the study, the Study Area will be the area between F Road, G Road, 23¼ Road, and 7th Street.

The purpose of this task is to identify future problems and possible solutions.

Regional Transportation Problem Identification

Travel Demand Modeling

Based on the RTPO's regional travel demand model, Baker will create a regional "sub area model" that will show the traffic differences between alternatives. The regional model was developed to understand general travel patterns throughout the urban area but it needs adjustments to become a valuable tool in a "subarea" study. Baker will develop a "subarea" model before problems are identified and alternatives are developed. The new model will be able to identify traffic differences between alternatives by subdividing traffic analysis zones into smaller blocks and providing more centroid connections that match the actual roadway network.

Baker will use the subarea model to understand trip and travel characteristics within the region and the Study Area. The problem statement will make more sense to stakeholders when there is an understanding of regional travel patterns (e.g. live in Clifton but shop at Mesa Mall), local travel patterns (i.e. travel markets for each roadway corridor), and specific travel assignments to individual roadways. Baker will depict regional travel patterns in clear diagrams.

Baker Deliverables: -Sub area Model
-Origin & Destination Diagrams

Traffic Volume Projections

Baker will develop accurate and reasonable projections of future traffic volumes. In most cases, the traffic volumes from the regional travel model should not be used for analysis purposes. Baker will explain to stakeholders that the regional model is good for the identification of travel pattern trends and that actual model volumes may not represent the future condition. Baker will implement a traffic volume methodology that combines existing traffic counts with model-based growth rate projections for specific roadway segments.

Baker Deliverable: Future traffic volumes

Identify Capacity Constraints of Existing Roadways

Baker will compare the capacity of the future "no-build" roadway network against the future travel demand (2002 network and 2025 land use). The evaluation will be based on daily traffic conditions and will be measured in terms of travel time, delay, and volume/capacity ratio. Baker will prepare a summary of anticipated problems.

Baker Deliverable: Future Problem Statement

Regional Transportation Solutions

Travel Demand Modeling

Baker will use the sub area model to test the capabilities of various transportation corridor concepts.

Baker Deliverable: Sub area models for concepts

Traffic Volume Projections

New traffic volumes on specific roadway sections will be develop for each transportation corridor concept.

Baker Deliverable: Future traffic volumes for concepts

Identify a Range of Concepts to Provide Additional Capacity

Based on future traffic volumes, Baker will identify a range of concepts that address the transportation system deficiencies within the Study Area, per the TEDS manual quality of service standards. The concepts could include upgrades to existing roadways, new alignments, or a combination of both existing and new alignments.

Baker Deliverable: Summary of Concept Performance

Evaluate and Select the Preferred Transportation Corridor

It is important to “decide how to decide” at the beginning of the study. Prior to the identification of solutions, Baker will work with stakeholders to identify the concept development and evaluation process.

The evaluation process and criteria could be a function of regional traffic, general impacts and costs, and Benefits/costs (similar to 24 Road Subarea Transportation Plan but wider in geographic area).

Baker will compare the benefits, costs, and impacts of the alternatives. Baker will look at the evaluation criteria but will minimize discussion on factors that are equally addressed by all alternatives. Baker will focus on evaluation criteria where there are differences between the alternatives. Comparison information will be provided in formats that are easy to understand.

This task will end with the identification of a preferred transportation corridor. The next set of tasks will look at more detailed locations within the preferred corridor.

Baker Deliverable: Evaluation and Selection Summary Report

Preliminary Build Concepts

The limits of the preferred corridor are unknown until completion of task 5.

Baker will perform the following work within the specific transportation corridor identified in step 5. Baker proposes concurrent study of engineering and environmental issues in order to keep the engineering and environmental work elements on schedule. The GIS approach improves the ability to locate and avoid environmental areas of concern, permits a greater range and complexity of alternative calculations, and creates a common “platform” for establishing environmental constraints and developing engineering solutions.

Roadway Intersection Data

Baker will obtain peak-hour traffic volumes and intersection geometry within the corridor Study Area. Crash data will also be obtained and summarized.

Baker Deliverable: Update of the Existing Conditions Summary Report

Environmental and Engineering Data

Baker will obtain the following data from published sources and from visual field investigations:

- Geologic conditions and constraints (no soil borings),
- Hazardous Material (no field testing),
- Water Resources – wetlands, streams, irrigation,
- Cultural Resources,
- Utility facilities.

Baker will work with the Client to develop roadway design standards.

Baker Deliverable: Update of the Existing Conditions Summary Report

Final Survey Data

Baker will perform the following field survey work in the corridor Study Area.

Survey Control

Baker will use GPS and conventional equipment to obtain survey control within the corridor. Surveys will be based on the Mesa County Local Coordinate System and will be coordinated with Grand Junctions survey department. The general approach includes establishing control points with a static GPS network and elevations with differential levels.

Baker Deliverable: Survey Control Base Maps

Specific Right of Way Research

Using Mesa County and City of Grand Junction information, Baker will identify the existing right of ways owned by the City of Grand Junction. The approach includes research at County Clerk and Recorder and Mesa County Road Department. Additional research may be necessary through local title companies but this work is not included in this scope of work.

Baker Deliverable: Updated Base Maps

Topographic features

Baker will survey topographic features that cannot be obtained directly from the GIS database or the aerial photography.

Baker Deliverable: Updated Base Maps

Environmental Features

Baker will survey environmental features that were identified in previous work (see Section 6.2).

Baker Deliverable: Updated Base Maps

Update GIS Database & Mapping

The Client's GIS Database will be updated with the new survey information. Baker will produce new working files and project base maps for use in the next task.

Baker Deliverable: Updated Base Maps compatible with Client GIS system

Develop Preliminary Build Concepts

Baker will develop a range of alternatives that individually minimize impacts. Baker will work with stakeholders to select the least impactful alternative that solves the transportation and quality of life problems that were identified for the no-build condition.

Baker will not create and evaluate an endless number of alternatives based on "combinations" or "sub-alternatives." Given the regional focus of the Study and the large geographic area, it will be important to avoid "combinations" of different alternatives that never end. Baker proposes a phased approach with increasingly more information and increasingly less number of alternatives. The three-step process will be used to gradually narrow the wide range of alternatives into the preferred alternative. Combinations of different parts of specific alternatives, or "sub-alternatives", will be identified early and separated into stand-alone alternatives if they have merit.

Baker will not underestimate cost implications of vertical constraints (walls or right of way), geotechnical conditions, water resources, utilities, aesthetics, or historical structures. Even though detailed engineering will be limited, Baker will include the necessary engineering and environmental considerations for complete and comprehensive cost estimates. Baker will identify preliminary vertical geometry during this task to ensure accurate cost estimates.

Baker will search for solutions that solve the future problems while fitting within the natural and built environment. Aesthetics and access control will be an important part of context sensitive project solutions.

In addition to traffic flow, safe operations for drivers, pedestrians, and cyclists will be considered. Baker will use existing crash history to reinforce the problem statement. Alternatives will include roadway safety considerations.

This task will end when at least three, but not more than six concepts are developed.

Baker Deliverable: Plots of Preliminary Build Concepts & design documentation

Evaluate Preliminary Build Concepts

Baker will develop an evaluation process with evaluation criteria related to corridor traffic, specific impacts, and benefit/cost analysis. The evaluation process and criteria will be approved by the Steering Committee prior to preliminary concept development or evaluation.

Baker will compare the benefits, costs, and impacts of the preliminary concepts. Baker will look at the evaluation criteria, but will minimize discussion on factors that are equally addressed by all alternatives. Baker will focus on evaluation criteria where there are differences between the alternatives. Comparison information will be presented in formats that are easy to understand.

This task will end when the benefits, impacts, and costs of the preliminary concepts have been quantified.

Baker Deliverable: Update of Evaluation and Selection Summary Report

Preliminary Concepts Report (PCR)

Baker will create a PCR that explains technical issues in stakeholder terms and will use examples and analogies as necessary. The report format will accommodate the needs of stakeholders. This includes written information that meets the needs of readers who want a summary of the results and readers who want to see detailed documentation that supports the process and results. Baker will provide executive summaries that focus on results only (not process); body of reports that provides a summary of what was done, when it was done, why it was done, and the results of doing it; and technical appendices that provide the detail necessary to support the process and recommendations.

Baker will prepare the PCR within schedule and budget constraints while clearly addressing stakeholder issues. Timely review periods during the project are a good way to save time in later stages of Project implementation. Baker will get review comments from the Client and citizens at report development milestones. To avoid "writing by committee," Baker will establish a document review team as a subset of the Steering Committee and stakeholders. PCR development includes the following steps:

- Baker prepares draft PCR & mapping,
- Steering Committee provides technical review of the draft PCR,
- Baker modifies draft PCR,
- Stakeholders review the draft PCR,

- Baker produces the Final PCR.

Baker Deliverable: Preliminary Concepts Report

Final Build Concept

Select Final Build Concept

The final build concept will be selected by decision-makers based on technical merit and stakeholder comments.

Baker Deliverable: Documentation of basis for selection

Refine Final Build Concept

The limits of the preliminary concept are unknown until completion of task 6.

Baker will develop the final build concept with enough engineering to understand "constructability" issues. Baker will complete peak-hour traffic analysis and detailed cost estimates. An implementation plan will be developed to specify how and when specific portions of the Final Build Concept should be constructed.

Baker Deliverables: -Traffic engineering calculations
-Roadway design calculations
-Final Build Concept Mapping
-Phased Implementation Plan

Final Concept Report (FCR)

Baker will prepare the FCR in a manner similar to the PCR. It will be reviewed in a similar manner.

Baker Deliverable: Final Concept Report

Final Right of Way Mapping

Baker will create usable right of way documents as a final study deliverable. The right of way lines will be shown on aerial-based maps. Baker will also provide survey control and legal descriptions so that stakeholders can locate the right of way lines in the future. The mapping will be completed and reviewed in conjunction with the FCR.

Baker Deliverables: -Right of Way Maps
-Right of Way Legal Descriptions or coordinate lists

End of Exhibit A

Acceptance Initials:

_____ Baker

_____ Client (City)

Exhibit B – Payment Terms

Contract Type: Fixed Rate with upset limit

Contract Definition: The Client will reimburse Baker for the cost of labor and materials necessary to complete the scope of work (Exhibit A). The total cost will not exceed the upset limit of \$84,900 unless authorized in writing by the City of Grand Junction. Costs for additional work shall be based on the Rate Schedule for Baker (page 2 of 3) and for the subconsultant, Thompson Langford Corporation (page 3 of 3).

Summary of Anticipated Costs

Task No.	Description	Estimated Hours	Estimated Costs*
1	Project Management	116	\$8,729
2	Initial Mapping & Data Collection	19	\$1,306
3	Citizen Participation	264	\$18,432
4	City & Agency Coordination	108	\$7,965
5	Identify Regional Transportation System Needs	128	\$9,068
6	Preliminary Build Concepts	342	\$25,976
7	Final Build Concept	190	\$13,424
Total =		1,167	\$84,900

*Includes labor, out of pocket, and material expenses

Acceptance Initials:

_____ Baker

_____ Client (City)

Exhibit B - Payment Terms

Baker Rate Schedule

PERSONNEL CLASSIFICATION	RATE PER HOUR
Skip Hudson, Project Manager	\$99.00
Bill Thomas, Travel Demand Modeler	\$99.00
Lorraine Richards, Environmental Planner	\$99.00
John Anderson, Quality Assurance Officer	\$99.00
H.G. Kunzler, Design Engineer	\$94.00
Leslie Watson, Citizen Participation	\$79.00
Nathan Burgess, GIS Coordinator	\$71.00
Carrie O'Neill, Traffic Engineer	\$70.00
Mark Bunnell, Traffic Engineer	\$68.00
Matt Scanlon, Traffic Technician	\$56.00
Sara Steenblik, Administrative Assistant	\$39.00

EQUIPMENT

Auto	\$.365 per mile
Traffic Counter	\$50.00 per day

OTHER DIRECT PROJECT COSTS

Printing	
Copy - B/W, 8-1/2 x 11	\$.10 per sheet
Copy - B/W, 11 x 17	\$.15 per sheet
Copy - Color, 8-1/2 x 11	\$1.00 per sheet
Copy - Color, 11 x 17	\$2.00 per sheet
Purchased printing services	at cost

Rates are effective through December 31, 2003. If contract assignment extends beyond that date, a new rate schedule will be added to the contract.

Date: 08/14/02

Acceptance Initials:

_____ Baker

_____ Client (City)

Exhibit B – Payment Terms

Thompson Langford Corporation

RATE SCHEDULE
EFFECTIVE JANUARY 1, 2002

LABOR

	Principal Senior Project Engineer	\$110.00/hr \$85.00/hr
Professional Land Surveyor	\$75.00/hr	
Design Engineer	\$70.00/hr	
Land Surveyor	\$65.00/hr	
Designer	\$65.00/hr	
Technician	\$55.00/hr	
Clerical	\$35.00/hr	
One-man crew	\$65.00/hr	
Surveyor	\$60.00/hr	
Surveyor Assistant	\$35.00/hr	

MISCELLANEOUS

	Trimble GPS Satellite Survey System	\$40.00/hr
Reproduction		
Blueline/Paper	\$0.25/sf	
Vellum	\$0.50/sf	
Mylar	\$1.00/sf	
	Vehicle mileage	\$0.45/mile
Materials	Cost + 10%	
Rental equipment	Cost + 10%	
Living expenses (out of town)	Cost + 10%	

Acceptance Initials:

_____ Baker

_____ Client (City)

Exhibit C – Schedule Milestones

Baker will complete the Baker portions of the scope of work in a continuous manner or by the completion dates shown in the following table.

Summary of Schedule Milestones

Task No.	Description	Completion Date*
-	Notice to Proceed	9/10/02
1	Project Management	Continuous
2	Initial Mapping & Data Collection	9/23/02
3	Citizen Participation	Continuous
4	City & Agency Coordination	Continuous
5	Identify Regional Transportation System Needs	10/28/02
6	Evaluate Preliminary Build Concepts	12/09/02
6	Preliminary Concepts Report	2/10/03
7	Refine Final Build Concept	3/19/03
7	Final Concept Report	5/1/03

* Includes preparation of draft documents, City reviews, and final documents

Acceptance Initials:

_____ Baker

_____ Client (City)

**Attach 4
29 Road Improvements**

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA								
Subject		29 Road Improvements North Ave. – Grand Valley Canal Utilities						
Meeting Date		August 21, 2002						
Date Prepared		August 14, 2002				File #		
Author		Kent Marsh			Project Engineer			
Presenter Name		Tim Moore			Public Works Manager			
Report results back to Council		X	No		Yes	When		
Citizen Presentation			Yes	X	No	Name		
	Workshop	X	Formal Agenda			X	Consent	Individual Consideration

Summary: This is the third construction phase of a five phase project to improve 29 Road between I-70B and Patterson Road. This phase of the project includes relocation of existing utilities and installation of a 36 inch storm drain between North Avenue and the Grand Valley Canal. The work will consist of 2,849 feet of 36 inch diameter storm sewer, 2,498 ft of 8 inch diameter water line, 2,393 feet of 15” diameter irrigation line, and 2,764 feet of 12” diameter sanitary sewer line. The following bids were opened on August 6, 2002:

Bidder	From	Bid Amount
MA Concrete Construction	Grand Junction	\$1,462,969.00
Skyline Contracting	Grand Junction	\$1,152,396.10
Engineer's Estimate		\$1,094,224.30

Budget:

Project Costs – Utilities (North Ave. to G.V. Canal)

Construction Contract	\$1,152,396.00
Right-of-Way Acquisition	\$261,140.00
Engineering and Construction Administration	<u>\$80,000.00</u>
Total Cost	\$1,493,536.00

Funding Sources

City Budget 2002 (remaining balance)	\$1,013,947.00
County Budget 2002 (remaining balance)	\$753,649.00
Central Grand Valley Sanitation District	\$152,434.00

Fruitvale Sanitation District	\$4,690.00
Xcel Energy, Qwest Communications, AT&T Broadband	<u>\$39,387.00</u>
Total Funding	\$1,964,107.00
Balance in 2002	\$470,571.00

The balance of \$470,571 will be used for the street reconstruction phase of the project in 2003.

Recap of Project Budget and Costs 1999 through 2004 (Fund 2011)

City expenditures 1999 - 2002	\$1,135,825
County expenditures 1999 – 2002	\$662, 865
Estimated Costs 2002 – 2004	<u>\$3,563,078</u>
Total Project cost	\$5,361,770

Federal Revenue (2002 -2004)	\$1,492,250
City funds (expenditures + budget)	\$1,857,227
County funds (expenditures + budget)	<u>\$1,935,260</u>
Total Funding	\$5,284,737

The deficit of \$77,033 will need to be budgeted in the City’s budget process in 2004.

Action Requested/Recommendation: Authorize the City Manager to sign a construction contract for the 29 Road Improvements project, North Ave. to the Grand Valley Canal with Skyline Contracting, Inc., in the amount of \$1,152,396.10.

Attachments: None

Background Information: This phase of the 29 Road Improvements project will improve 29 Road from a point 300’ north of North Avenue to the south side of the Grand Valley Canal. Right-of-Way and Easements necessary for the construction of utilities in this phase of construction are being acquired and will be in place by January 6, 2003 for excavation of a joint trench to include new gas, electric, telephone and City Communications conduits. Construction of the new storm sewer, City waterline and Central Grand Valley Sewer line are scheduled to begin on September 4, 2002. All utility relocations are to be completed by March 31, 2003 for construction of the street improvements in the spring and summer of 2003.

**Attach 5
Canyon View Park**

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Resolution supporting a Local Government Grant application for Canyon View Park					
Meeting Date	August 21, 2002					
Date Prepared	August 14, 2002				File #	
Author	Joe Stevens		Director of Parks & Recreation			
Presenter Name	Joe Stevens		Director of Parks & Recreation			
Report results back to Council	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	Yes	When	December 2002
Citizen Presentation	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	Name	
	Workshop	<input checked="" type="checkbox"/>	Formal Agenda		Consent	Individual Consideration

Summary:

A request to apply for a \$150,000 grant in order to compete for a Great Outdoors Colorado (GOCO) grant that will help complete Canyon View Park. The revised master plan includes infrastructure, multi-purpose fields, tennis complex, splash playground, play structure, shade shelter/picnic shelters and restrooms.

Budget:

\$1,006,659 has been identified in the 2002 Capital Improvement Program to continue development of Canyon View Park. Over \$3 million additional will be required to complete development of the entire park plan.

Action Requested/Recommendation:

Adopt a resolution authorizing the City Manager to sign and submit a grant application to the state board of the Great Outdoors Colorado Trust Fund for the continued development of Canyon View Park.

Background Information:

The City of Grand Junction has retained the services of Winston Associates/Ciavonne & Associates to update the master plan for Canyon View Park in anticipation of continued development of approximately 30 undeveloped acres in Canyon View Park. The entire park is approximately 110 acres.

In order to be considered for a Local Government GOCO Grant, the City of Grand Junction must submit a resolution with the grant application submittal. City Council has authorized the Parks & Recreation Advisory Board and staff to prepare a revised conceptual plan and continue with plans, specifications and cost estimates for the continued development of Canyon View Park.

RESOLUTION NO. _____

A RESOLUTION SUPPORTING AND AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO GREAT OUTDOORS COLORADO (GOCO) BY THE CITY OF GRAND JUNCTION FOR THE CONTINUATION OF THE DEVELOPMENT OF CANYON VIEW PARK.

RECITALS:

The City of Grand Junction hereby commits up to \$1,006,659.00 in 2002 and 2003 toward the continuing development of Canyon View Park. The first phase of Canyon View Park was dedicated on July 26, 1997 with great fanfare for excellence in the use of public funds. Canyon View Park has been recognized as one of the most utilized and appreciated municipal parks in all of Colorado. Canyon View Park was the 1997 "Starburst Award Winner" being recognized by the Colorado Lottery and the Colorado Parks & Recreation Association. The City of Grand Junction would like to continue its excellent partnership with Great Outdoors Colorado for continued development of Canyon View Park.

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

1. The City Council of the City of Grand Junction hereby authorizes the City Manager to sign and submit a grant application to the state board of the Great Outdoors Colorado Trust Fund for the continued development of Canyon View Park.
2. The City Council of the City of Grand Junction hereby authorizes the expenditure of funds as necessary to meet the terms and obligation of the grant agreement and application.
3. The City of Grand Junction owns all 110 acres of Canyon View Park. The City has demonstrated its ability to maintain the 80 already developed acres, including improvements valued at over \$10 million. The City's annual maintenance budget is \$476,472 for such Park.
4. This resolution shall be in full force and effect from and after its passage and approval.

PASSED and APPROVED this 21st day of August 2002.

Attest:

Cindy Enos-Martinez, President of City Council

/s/ Stephanie Tuin, City Clerk

**Attach 6
Inducement Pyramid Printing**

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Inducement Resolution for Use of Private Activity Bonds					
Meeting Date	August 21, 2002					
Date Prepared	August 13, 2002				File #	
Author	Ron Lappi			Administrative Services Director		
Presenter Name	Ron Lappi			Administrative Services Director		
Report results back to Council		No	X	Yes	When	11/06/02
Citizen Presentation	X	Yes		No	Name	Rick Taggart
	Workshop	X	Formal Agenda		Consent	X Individual Consideration

Summary: TOT,LLC has requested the use of the City's Private Activity Bond allocation. The use will allow TOT, LLC to finance a portion of their construction of a manufacturing facility for Pyramid Printing through adjustable rate revenue bonds.

Budget: No Impact on City Finances or Budget
The commitment is for \$1,600,000 of our PAB allocation each year, which approximates our allocation.

Action Requested/Recommendation: Recommend Approval of the Inducement Resolution.

Attachments: Proposed Resolution

Background Information: Since 1998, the City has received a portion of the State Wide Private Activity Bond (PAB) allocation. Although we have entered into several discussions with potential users of this ability to issue a limited amount of tax exempt debt, no project has materialized. In the past years we assigned our allocation to the Colorado Housing and Finance Authority. This year a private manufacturing business has come forward requesting the use of these PABs.

The attached resolution commits the City's 2002 and 2003 PAB caps to the acquisition, construction, equipping and improving the manufacturing facilities for Pyramid Printing.

PABs are not a debt of the City or a legal obligation of the City in any way. All costs of issuance are born by the borrower.

RESOLUTION NO. _____

A RESOLUTION SETTING FORTH THE INTENTION OF THE CITY OF GRAND JUNCTION, COLORADO, TO ISSUE ADJUSTABLE RATE REVENUE BONDS SERIES 2002 TO FINANCE A PORTION OF THE CONSTRUCTION AND EQUIPPING COSTS FOR A MANUFACTURING FACILITY OF TOT L.L.C. OR ITS SUCCESSORS OR ASSIGNS, TO DESIGNATE A PORTION OF THE CITY'S 2003 PRIVATE ACTIVITY BOND ALLOCATION FOR THE PROJECT AND TO ISSUE ADJUSTABLE RATE REVENUE BONDS SERIES 2003 TO FINANCE THE REMAINING PORTION OF THE CONSTRUCTION AND EQUIPPING COSTS FOR A MANUFACTURING FACILITY OF TOT L.L.C. OR ITS SUCCESSORS OR ASSIGNS.

RECITALS:

- A. The City of Grand Junction, Colorado (the "City") is authorized and empowered under the provisions of the County and Municipality Development Revenue Bond Act, Article 3 of Title 29, Colorado Revised Statutes, as amended (the "Act"), to issue revenue bonds to pay the costs of a project (as defined in the Act) and to loan the proceeds of said revenue bonds to others to provide for the financing, acquiring, equipping, and improving of such a project; and
- B. TOT L.L.C. (the "Borrower") desires that the City finance the acquisition, construction, equipping and improving of real and personal property in the form of an approximately 25,000 square-foot manufacturing facility (the "Project") to be located within the boundaries of the City, and to loan the proceeds of such revenue bonds to the Borrower or its successors or assigns (the "Borrower"); and
- C. The Borrower intends to lease the Project to Pyramid Printing, Inc., a company located within the City; and

- D. The City has received information that it considers reliable that the Project will qualify as a project within the meaning of the Act; and
- E. The City desires to indicate its intention to finance the costs of financing, acquiring, constructing, equipping, and improving the Project by the issuance of two series of tax-exempt revenue bonds under the Act in a total principal amount estimated to be \$3,200,000, namely Series 2002 Bonds and Series 2003 Bonds in an estimated principal amount of \$1,600,000 each, said Series 2002 Bonds and Series 2003 Bonds to be payable solely out of revenues derived from the repayment by the Borrower of the loan from the City; and
- F. The City's ability to issue tax-exempt revenue bonds to finance such improvements is subject to the limitations set forth in the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes (the "Bond Allocation Act"); and
- G. The Borrower desires that such financing, acquiring, constructing, equipping and improving of the Project commence as soon as possible; and
- H. The City Council has determined and hereby determines that the financing of the Project will promote the public health, welfare, safety, convenience and prosperity and promote and develop trade or other economic activity by inducing manufacturing facilities to locate, expand, or remain in the City and the State of Colorado; and
- I. The City's 2002 private activity bond allocation is not sufficient to finance the Project and therefore the City Council has determined and hereby determines that it is in the best interests of the City and its inhabitants to award a portion of the City's 2002 private activity bond allocation to the Project in the amount of \$1,600,000, and to indicate its intention to allocate a portion of the City's 2003 private activity bond allocation to the Project in the amount of \$1,600,000.

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

1. The City Council of the City hereby finds that the assistance it may give will further the purposes set forth in the Act and that the Project will create economic benefits for the City and its inhabitants.
2. In order to induce the Borrower to construct the Project within the City, subject to the provisions hereof, the City shall take all necessary or advisable steps to effect the issuance of two series of tax-exempt revenue bonds pursuant to the Act, Series 2002 Bonds and Series 2003 Bonds in the principal amount estimated to be \$1,600,000 for each series

(collectively, the "Bonds"), or such other amount as shall be determined and agreed upon between the Borrower and the City, to finance the Project. The Bonds will not be general obligations of the City. Neither shall the Bonds, including interest thereon, constitute the debt, indebtedness or multiple-fiscal year direct or indirect financial obligation of the City within the meaning of any limitation of the Constitution or Statutes of the State of Colorado, nor give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers. The Bonds shall be payable solely from and secured by a pledge of revenues derived from and payable by the Borrower pursuant to financing agreements with the City.

3. No costs or expenses, whether incurred by the City or any other party in connection with the issuance of the Bonds or the preparation of any documents by any legal or financial consultants retained in connection therewith, shall be borne by the City. All such costs or expenses shall be paid from the proceeds of the Bonds or otherwise borne by the Borrower.
4. Prior to the execution of a financing agreement, mortgage, indenture of trust, bond purchase agreement, or any other necessary documents and agreements in connection with such Bonds, documents, and/or agreements shall be submitted for approval to the City, and, if satisfactory to the City, their execution shall be authorized by ordinance of the City pursuant to law. Prior to any further action by the City Council, the Borrower shall provide the City with all information concerning the utilization of Bond proceeds for said Project, construction plans, and all financial information requested by the City.
5. The City Council hereby awards to the Project \$1,600,000 of the City's 2002 portion of the State's private activity bond volume cap (the "City's 2002 Volume Cap"). The appropriate officers of the City are hereby authorized to take all action that may be necessary to preserve the City's 2002 Volume Cap, including, but not limited to, notifying the Department of Local Affairs pursuant to Section 24-32-1706(3)(c), C.R.S.
6. The City Council hereby declares its intention to award \$1,600,000 of the City's 2003 portion of the State's private activity bond volume cap to the Project.
7. All commitments of the City contained herein are subject to the following conditions and any other requirements deemed necessary by the City:
 - a. The property on which the Project is proposed to be constructed be located within the City; and

- b. The Series 2002 Bonds shall be issued and sold not later than December 31, 2002 and the Series 2003 Bonds shall be issued and sold not later than December 31, 2003, and in the event the Series 2002 Bonds and the Series 2003 Bonds are not issued by such dates, the City shall be under no obligation to perform any of the terms and conditions contained in this Resolution.
8. Nothing herein requires the City to proceed with the issuance of the Bonds, it being in the sole discretion of the City Council as to whether the Bonds will be issued or not. The approval of this Resolution does not limit or restrict the City in the exercise of any of its legal powers with respect to the Project or the property on which it is to be located.
9. If any section, paragraph, clause or provision of this Resolution shall be adjudged to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions of this Resolution.
10. This Resolution shall take effect immediately upon its passage.

* * * * *

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Grand Junction, Colorado, this ____ day of August, 2002.

CITY OF GRAND JUNCTION, COLORADO

President of the Council

ATTEST:

City Clerk

[Signature page to Inducement Resolution]

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	City Sponsorship of "September 11, 2001" Event					
Meeting Date	August 21, 2002					
Date Prepared	August 15, 2002				File #	
Author	Rick Beaty			Fire Chief		
Presenter Name	Rick Beaty			Fire Chief		
Report results back to Council	X	No		Yes	When	
Citizen Presentation	X	Yes		No	Name	Ilene Rogansack
	Workshop		Formal Agenda		Consent	X Individual Consideration

Summary: A community-wide event is being planned to commemorate the events of September 11, 2001. The event is a result of the Western Slope Vietnam War Memorial Park Committee and members of the September 11, 2001 Planning Committee. The event, "A Time to Remember, A Time to Honor, A Time to Unite," is planned for Suplizio Field on September 11, 2002, from 7:00 am - 8:00 am. The event includes a number of activities such as a high school band, songs by locals, speakers on the events of September 11, 2001, and a flag raising ceremony involving the Grand Junction Fire Department and members of local law enforcement.

Councilmember Jim Spehar and I are members of the planning committee. As Chairman of the Logistics Sub-committee, I have been requested to ask that City Council sponsor the September 11, 2002, event and that the City waive fees associated with use of Suplizio Field and associated set-up costs for this event (i.e. PA system).

Budget: The estimated cost of this event to the City of Grand Junction would be \$150 dollars.

Action Requested/Recommendation: Council sponsorship of the commemorative celebration of September 11, 2001 and to waive the fees associated with the use of Suplizio Field for the event.

Attachments: Wednesday, August 14, 2002 press release by the Planning Committee and a copy of the draft agenda.

Western Slope Vietnam War Memorial Park

P.O. Box 340
Fruita, Colorado 81521
(970) 242-0073

For Immediate Release:

"A Time to Remember, A Time to Honor, A Time to Unite." That's the theme of a community gathering next month to commemorate the tragic events of September 11, 2001.

Sponsored by the non-profit group organizing construction of the Western Slope Vietnam War Memorial Park, the community gathering for all of Mesa County is scheduled at 7:00 a.m. Wednesday, September 11th, at Stocker Stadium in Grand Junction's Lincoln Park. The hour-long gathering will remember those who died last September in the terrorist attacks on the World Trade Center towers in New York City, the Pentagon and in the air over rural Pennsylvania. Ongoing sacrifices made by armed forces and public safety personnel in Mesa County and elsewhere will also be recognized.

Participants will include musical groups, an All Services Color Guard, Boy Scouts, Girl Scouts, and distinguished guests from all Mesa County communities. Speakers will include BGen. Harry Hagaman, USMC (Ret), Chief Rick Beaty of the Grand Junction Fire Department, Greg Morrison, Chief of the Grand Junction Police Department, Major Michael King of the Colorado State Patrol and Mesa County Sheriff Riecke Claussen. Concluding remarks will be provided by Col. Roger Hagerty, USMC (Ret). A military flyover has been requested as part of the ceremony, which will also include time for silent reflection and meditation. (Agenda for the event is attached.)

Organizers of the September 11th event are meeting weekly to complete arrangements. They are urging Mesa County businesses, schools and community organizations to encourage attendance at the commemoration. For information on making contributions to help defray costs of the event, call 242-0073.

For additional information contact:

Jim Doody, Western Slope Vietnam War Memorial Park	250-5861
BGen. Harry Hagaman, USMC (Ret.)	241-0734
Illene Roggensack, Third Sector Innovations	434-7621
Jim Spehar, Publicity Chair	256-1060

Mesa County 2002 September 11th Commemoration Ceremony
 Sponsored By The Western Slope Vietnam War Memorial Park
A TIME TO REMEMBER, A TIME TO HONOR, A TIME TO UNITE!

Wednesday, September 11, 2002
 Stocker Stadium, Grand Junction, Colorado
 7:00 a.m.

Master of Ceremonies Mr. Bernie Lange, KJCT-TV (ABC), Channel 8

Introductory Music	Palisade High School Band	Remarks (3 min)	BGen. Harry Haganan USMC(Ret) For the Armed Services
Opening Remarks	Master of Ceremonies	Remarks (3 min)	Rick Beaty Chief GJ Fire Dept.
Invocation	Dr. Richard Baca	Remarks (3 min)	Greg Morrison, Chief GJ Police Dept
Presentation of Colors & National Anthem	All Services Color Guard & Band	Remarks (3 min)	Michael King, Major CO State Patrol
Pledge of Allegiance	Boy Scout & Girl Scout	Remarks (3 min)	Riecke Claussen Sheriff Mesa County
Posting of the Colors	All Services Color Guard	Flag Raising Ceremony Moment of Silence & Prayer- at 7:45 a.m. GJ Fire Dept., Color Guard, Bagpipers Master of Ceremonies	
"United We Stand, America"	Sung by Ms. Cathy Ray	Taps	VFW Post 1247 Buglers
Recognition of Distinguished Guests	Master of Ceremonies	Retiring of the Colors	All Services Color Guard
		Benediction	Mr. Harry Butler
		Concluding Remarks	Col. Roger Haggerty USMC(Ret)- Ms. Cathy Ray leads Audience in singing God Bless America!

Exhibit A

City Council Presentation by Helen Dunn

GRAND JUNCTION CITY COUNCIL PRESENTATION

August 7, 2002

Mayor ---Members of the City Council

My name is Helen Dunn. I have lived in Valley Meadows East at 2557 McCook Avenue since November 1999. I am a member of the Valley Meadows East Homeowners Committee to study the Valley Meadows North proposal. As such, I represent the views of the majority of the residents of Valley Meadows East.

As you are aware, I have been very concerned about the potential damage to the Valley Meadows East property and the effect on the area neighborhoods, if the Valley Meadows North Subdivision is allowed to develop at a higher density than the surrounding area. I have many pictures of Grand Junction neighborhoods and they clearly show that the neighborhoods with lower densities take more pride in the aesthetics of the area and appearance of their property than neighborhoods with higher densities. Knowing your pride in the Grand Junction community, I know you must be gratified that the residents around the area of 25 1/2 and F 1/2 Road care enough for their subdivisions and individual properties to take an interest in the development around them and make every effort to maintain the beauty of the area. I also have heard you discuss Homeowner's Associations and the difference it makes when an Association monitors it's own area and maintains the designated Commons Area. It relieves the City from that responsibility. The Valley Meadows East residents take pride in their neighborhood and enjoy the shared park-like green space which extends the backyards of many of our homes and is easily accessible for the homeowners on the other side of the street who are not adjacent to the area.

In reviewing minutes, and driving through area subdivisions, it soon becomes obvious **that it is difficult to compare lot sizes in straight zone developments with that in planned communities.** The open spaces make

the lots in the area appear larger than the boundaries would indicate. The opportunity to walk out the door and have access to a park-like area gives one the feeling of privacy not afforded when your neighbor's house is close to the side of your house and there is very little room between the houses.

In quoting from the City Council Minutes of May 1, 1996, when reviewing the zoning request for Valley Meadows East, Teresa Bou Matar, 677 25 1/2 Road, co-owner and co-developer of Moonridge Falls stated "the smaller the lot, the cheaper the house being built on it. The price of the lot is 20% of the value of the house." In another section of the same minutes the same resident requested "a consistent density as it could affect the resale value of properties in the area."

Zoning is the gateway to development. Once the zoning is established then the developer will build within those zoning guidelines. The only time the neighbors have any opportunity for input into the proposed development is during the public hearing on zoning. There is no public hearing when the development plan is reviewed and there is no opportunity for neighborly input.

The neighborhood meetings with the developer are for the sole purpose of informing the neighbors what is being planned. Input from the meetings do not influence the plan in any way. They just keep the neighbors from being surprised or curious when they see the trucks and construction workers in their neighborhood.

In the City Council minutes of December 18, 1996 on page 25 for APPEAL OF FINAL PLAT/PLAN FOR SUNSET VILLAGE (now known as Moonrise East) SUBDIVISION, LOCATION AT 25 1/2 ROAD AND F 3/4 ROAD.(File #FPP-96-246)

Bill Nebeker, from the Community Development Department, stated "One of the appeals is on the density issue. Sunset Village will be the most dense parcel in the surrounding area, however, the applicant is not proposing a change in zoning at this time." Later the same minutes state "Councilmember Terry asked about the appeal of the zoning. The density was established when the zoning was set. How can the density be in question at this point. City Attorney Wilson said if the zoning is in place, that answers the density question. A plan is how it is configured. He said to change the density, Council would have to have a first and second reading of a new ordinance.