

**GRAND JUNCTION CITY COUNCIL
WORKSHOP AGENDA**

**MONDAY, FEBRUARY 5, 2007, 7:00 PM
CITY HALL AUDITORIUM, 250 N. 5TH STREET**

MAYOR'S INTRODUCTION AND WELCOME

7:00 COUNCILMEMBER REPORTS

7:15 CITY MANAGER'S REPORT

7:20 REVIEW OF FUTURE WORKSHOP AGENDAS

[*Attach W-1*](#)

7:25 REVIEW WEDNESDAY COUNCIL AGENDA

7:30 COMPREHENSIVE PLAN: Discuss the proposal and scope of work for the City's comprehensive plan which will begin in 2007.

[*Attach W-2*](#)

8:00 UPDATE ON GENESIS COMMUNITY DEVELOPMENT PLAN: Discuss the status of the work that is being done on this project.

[*Attach W-3*](#)

ADJOURN

Attach W-1

Future Workshop Agendas

FUTURE CITY COUNCIL WORKSHOP AGENDAS

(01 February 2007)

FEBRUARY 2007


↪ ~~FEBRUARY 19, MONDAY 11:30 AM TWO RIVERS CONVENTION CENTER~~
11:30 ANNUAL MEETING: PARKS & RECREATION ADVISORY BOARD??
Canceled for Presidents' Day Holiday: Moved to 19 March 2007

↪ ~~FEBRUARY 19, MONDAY 7:00 PM City Hall Auditorium~~
Canceled for Presidents' Day

MARCH 2007

↪ MARCH 5, MONDAY 11:30 AM: 515 28 ¼ ROAD (CO West Mental Health Bldg.
11:30 COLORADO WEST MENTAL HEALTH: Facility Tour and Programs Update

↪ MARCH 5, MONDAY 7:00PM City Hall Auditorium
7:00 COUNCIL REPORTS, REVIEW WEDNESDAY AGENDA AND FUTURE
WORKSHOP AGENDAS
7:25 CITY MANAGER'S REPORT
7:30 APPOINTMENTS TO BOARDS & COMMISSIONS
7:35 POLICE DEPARTMENT SERVICE DELIVERY CHANGES FOR 2007

 MARCH 7, WEDNESDAY 11:30 a.m. Two Rivers Convention Center
11:30 ANNUAL APPRECIATION LUNCH FOR VOLUNTEER BOARD
AND COMMISSION MEMBERS

↪ MARCH 19, MONDAY 11:30 AM: TWO RIVERS CONVENTION CENTER
11:30 ANNUAL MEETING WITH THE PARKS & RECREATION ADVISORY BOARD

↪ MARCH 19, MONDAY 7:00 PM City Hall Auditorium
7:00 COUNCIL REPORTS, REVIEW WEDNESDAY AGENDA AND FUTURE
WORKSHOP AGENDAS
7:25 CITY MANAGER'S REPORT
7:30 UPDATE ON LAS COLONIAS PARK MASTER PLAN
8:40 UPDATE ON AIR QUALITY IN THE GRAND VALLEY: Perry Buda,
Mesa County Health Department

APRIL 2007

↪ APRIL 2, MONDAY 11:30 AM: Administration Conference Room

11:30 OPEN

↪ APRIL 2, MONDAY 7:00PM City Hall Auditorium

7:00 COUNCIL REPORTS, REVIEW WEDNESDAY AGENDA AND FUTURE WORKSHOP AGENDAS

7:25 CITY MANAGER'S REPORT

7:30 APPOINTMENTS TO BOARDS & COMMISSIONS

7:35 DEPARTMENT PRESENTATION: The *Geographic Information System* Administrative Services Division will present and discuss the City's Geographical Information System (GIS).

↪ APRIL 16, MONDAY 11:30 AM: TWO RIVERS CONVENTION CENTER

11:30 PRESENTATION OF GENESIS COMMUNITY DEVELOPMENT PLAN TO ELECTED OFFICIALS: City of Grand Junction, Town of Palisade and Mesa County

↪ APRIL 16, MONDAY 7:00PM City Hall Auditorium

7:00 COUNCIL REPORTS, REVIEW WEDNESDAY AGENDA AND FUTURE WORKSHOP AGENDAS

7:25 CITY MANAGER'S REPORT

7:30 OPEN

↪ APRIL 30, MONDAY 11:30 AM: Administration Conference Room

11:30 OPEN

↪ APRIL 30, MONDAY 7:00PM City Hall Auditorium

7:00 COUNCIL REPORTS, REVIEW WEDNESDAY AGENDA AND FUTURE WORKSHOP AGENDAS

7:25 CITY MANAGER'S REPORT

7:30 OPEN

↪ BIN LIST ↪

1. DEPARTMENT OF HUMAN SERVICES AT THE REGIONAL CENTER: Update on their activities. (Contact is Director Christian Mueller, 255-5711).
2. ► MOAB PROJECT SUPPLIER ALLIANCE (MPSA): Promotes businesses in Western Colorado and Eastern Utah that desire to support the DOE's Moab Reclamation Project. (Wait until DOE contractor is known).
3. DISCUSS INFILL/REDEVELOPMENT PROGRAM:
4. UPDATE ON STATE RIVER BASIN ROUNDTABLE
5. SYNTHETIC TURF AT THE LINCOLN PARK STADIUMS

**Attach W-2
Comprehensive Plan**

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject		Comprehensive Plan Request for Proposal				
Meeting Date		February 5, 2007				
Date Prepared		January 10, 2007			File #	
Author		Sheryl Trent		Interim Community Development Director		
Presenter Name		David Varley		City Manager		
Report results back to Council		<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes	When
Citizen Presentation		<input checked="" type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	Name
<input checked="" type="checkbox"/>	Workshop	<input type="checkbox"/>	Formal Agenda		<input type="checkbox"/>	Consent
		<input type="checkbox"/>				Individual Consideration

Summary: The City of Grand Junction will begin the process of a Comprehensive Plan in early April of 2007. The Request for Proposal has been presented to and reviewed by a wide range of community members and groups, including Mesa County, the City of Fruita, and the Town of Palisade. At this time the Request for Proposal is ready to advertise so that a consultant can be requested. Staff is asking the City Council to review the RFP and make any changes necessary.

Budget: The annual budget for 2007 has \$250,000 allocated for the Comprehensive Plan process. After working with the consultant, staff may request additional funding during the 2008-2009 budget cycle.

Action Requested/Recommendation: That the City Council review the Comprehensive Plan Request for Proposal and attached information and request staff to make any necessary changes.

Attachments: Comprehensive Plan Overview and Objectives
Comprehensive Plan Request for Proposal

Background Information: Additional information will be presented at the meeting.

2030 Comprehensive Plan Overview and Process

Objectives of the Comprehensive Plan

Overview A Comprehensive Plan is a policy document and a vision statement that serves as the “blueprint” for future development based on an assessment of existing conditions. The Plan is a written document that identifies the goals, objectives, principles, guidelines, policies, standards, and strategies for the growth and development of the community.

Every policy decision is driven by the Comprehensive Plan: the budget and the long term Capital Improvement Plan are both determined based on the goals of the Comprehensive Plan. It could be considered the umbrella plan over all the other plans the City has developed and implemented. The land use plan (often referred to as the Growth Plan in the City of Grand Junction) is one element of a comprehensive plan, as is our Urban Trails Master Plan, our Parks Master Plans, and our Transportation Plan.

A comprehensive plan provides a broad, general overview of the physical development of our area, which includes much of the Grand Valley. In this sense, it reviews past development patterns that have led to our present conditions, and then provides a long range, futuristic view (usually 15 -25 years) of how we should develop or redevelop. In simple language, a comprehensive plan is the policy that tells where we have been, where we are now, where we want to go, and how we are going to get there. However, it is not an end product and should be considered a flexible, evolutionary policy guide that is able to accommodate change as necessary.

Elements of a Comprehensive Plan Usually comprehensive plans address the following elements, and while the overall plan has a view of 15 – 25 years, the elements (especially the Land Use element) may have much shorter time frames, such as 5 – 10 years:

- Issues and opportunities
- Goals, objectives and policies for the immediate and long term enhancement, growth and development of the community
- Financial impact of decisions
- Existing agreements
- Economic development
- Intergovernmental cooperation opportunities
- Housing
- Utilities and community/public facilities
- Agricultural, natural and cultural resources
- Existing and proposed land uses and their intensity
- Fees and relationship to level of service
- Sensitive environmental areas
- Population, demographic, and socio economic trends
- Transportation facilities (including airports and mass transit)
- Infrastructure such as roads, interchanges and bridges
- Infrastructure such as water and sewer
- Public safety (fire and police) needs

- Concurring requirements
- Educational facilities
- Parks and recreation
- Other governmental plans and regional needs
- Policy guidelines for adoption
- Proposed means to implement goals with budgets and timeframes

Objectives of the Comprehensive Plan

- **Prepare background studies and surveys** of the physical, social and economic aspects of a community.
- **Develop a program for addressing community issues and citizen needs** identified in studies and surveys.
- **Review existing plans and provide a framework** for how those plans fit into the Comprehensive Plan (such as parks master plans).
- **Prepare comprehensive plans, focused plans, and site-specific project plans** (such as an industrial park project).
- **Prepare specific planning studies on an area of concern** such as downtown revitalization and brownfield recovery areas.
- **Prepare economic and fiscal impact analysis** of land use decisions and areas of concern.
- **Serve as a guiding policy document** that provides the “blueprint” or “road map” for the future of development on all levels.
- **Provide ongoing technical assistance** such as zoning, ordinance, subdivision revisions and reviews.

In addition, each element of the comprehensive plan would have specific objectives. For example, some objectives of the Land Use Element of the Plan will be:

- To examine past, present, and anticipated future land use trends,
- To make efficient use of available land and proper re-use and expansion of existing land uses (this means to discourage expansion of those uses which are seen as being detrimental to the plan’s recommended pattern of development, i.e. high density residential development would be discouraged in certain areas and in areas lacking public sewers and poor soils),
- To provide a financial model to estimate the cost and value of land use decisions,
- To rationally accommodate new industrial, commercial, residential and other development,
- To avoid land use mistakes of the past,
- To encourage and promote past, desirable land use practices,
- To provide a policy statement to serve as a guide and reference for land use issues.

Implementation

The implementation of the Plan is crucial to the success of the objectives. One of the key products for the consultant will be a report on changes that may need to be made to other plans and policies so that the Comprehensive Plan can be implemented. That will include time frames, responsible parties, and a budget for future planning efforts. Additionally, the consultant will include for adoption set times that certain elements need to be updated, so that staff can plan ahead.

After the City Council adopts the Comprehensive Plan, a work book will be prepared by the consultant. That work book will truly be the blueprint for the day-to-day implementation. Each Councilmember should use the workbook as a tool to guide decisions made at City Council meetings as well as to give answers to constituents and give direction to staff. Staff reports should take into account the Comprehensive Plan to ensure consistency.

The Comprehensive Plan is a living document that guides policy and should be referenced consistently in every area of City work.

Tentative Time Line

Meeting with staff	December
Meetings with boards	December and January
RFP Issued	February 7, 2007
Responses Received	March 14, 2007
Interviews	March 19-23, 2007
Consultant to begin work	April 2, 2007
Complete Plan adopted	November, 2008 (18 months)

Objectives of the RFP

The RFP for the Comprehensive Plan will:

- ✓ Define the issues and opportunities.
- ✓ Explain the basic process that the consultant will use.
- ✓ Make clear the intended end product of the Comprehensive Plan.
- ✓ Provide a layout for community involvement.

There are many reasons to have an RFP process:

- We may find ways to make a comprehensive plan more affordable, such as developing comprehensive plans with other communities or agencies, and sharing the cost of a consultant.
- It will help our community become better prepared to select the best or most appropriate consultant for our community and avoid unanticipated problems along the way.
- It will help us focus on necessary tasks to meet statutory provisions and outline the specific tasks desired by our community.
- It will explain clearly why we are seeking to prepare a comprehensive plan, what we want to achieve, and the basic planning process we intend to follow.

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- It will provide a rational and fair process for reviewing all submitted proposals, weigh the various options presented, including the fees, products, meetings, schedule, and completion dates.

Objectives of the Comprehensive Plan Process

The process of creating the comprehensive plan will be very focused on public participation, feedback, and ongoing involvement. We will use the Bleiker system of Systematic Development of Informed Consent as a tool for involving as many stakeholders as possible.

- Provides a process for identifying community resources, long range community needs, and commonly held goals;
- Provides a framework for developing community consensus;
- Provides a blueprint for future governmental actions.

Citizen's Committee

A Citizen's Committee is necessary for the direction and focus of the Comprehensive Plan. While the City Council should ultimately be responsible for establishing the Citizen's Committee, some thoughts about the composition of the Committee should be recommended by staff.

The Citizen's Committee should be:

- ✓ Representative of the constituents of the City of Grand Junction
- ✓ Representative of the major stakeholders in the community
- ✓ Include a strong Chair who can direct and lead the Committee

As an example this is the list of the 2000 Growth Plan Update Steering Committee:

Chairman:	John Elmer	
Homebuilders/Contractors/Realtors:	Larry Rasmussen	
Chamber of Commerce:	Rob Bickley	
Downtown Development Authority/Downtown Association:		Bruce Bengé
School District 51:	Cathy Zarlingo	
Mesa County:	Kurt Larsen	
Redlands:	Kathy Krohn	
Orchard Mesa:	John Denison	
Mesa State College Area:	Chris Thomas	
East Area (inside City limits):	Gail Yerbic	
Clifton Area:	Ivan Wood	

North Area:	Dave Zollner
East Buffer Area:	Mike Mechau
West Buffer Area:	Nancy Watkins

Staff would suggest representatives from the following stakeholders:

Mesa County Planning staff
Mesa County Commissioners
Town of Palisade
City of Fruita
GJHA
Oil and Energy Industry
Board of Realtors
AMGD

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Chamber of Commerce
GJEP
BIC
HBA
Mesa State College
DDA
School District 51
The Neighborhood Program Areas (10 of them)
Planning Commission
Parks and Rec Commission
Arts and Cultural Commission
Urban Trails
VCB Board
RTPO

The Citizen's Committee would exist for three major functions: review and approval of the consultant's work on the Comprehensive Plan; disseminating that information to their various stakeholders; and making recommendations to the Planning Commission and the City Council. They would meet approximately once a month for the time necessary (probably 16 months) to complete the process.

The most important question has yet to be determined: **who will be the Chair of the Citizen's Committee?**

Public Involvement and Citizen Participation Plan

The key to the success of the Comprehensive Plan, both in the adoption of the Plan and the ongoing implementation, is the nature and extent of the public involvement. The RFP clearly lays out several areas of public involvement, which would include:

- Review and approval of the RFP itself
- Establishment of a Citizen's Committee
- Completion of citizen survey of at least 400 residents
- Maintaining a web site for the Comprehensive Plan
- Emailing and mailing a newsletter on a monthly basis
- Writing and placing articles and advertisements into the newspaper
- Mailing notices directly to land owners or other parties
- Holding meetings throughout the community about the Plan

Stakeholder Involvement

While the Citizen's Committee will offer all the affected interests to have a voice in the Comprehensive Plan, it is important that those same groups be involved in an educational process. This educational portion is best accomplished through a review of the RFP. The suggested approach is as follows:

- 1) City staff members review and comment on RFP (includes Dept Heads)
(Complete by December 15)
- 2) Staff members of other organizations review and comment on RFP (Complete by December 15)
 - a. County (December 14)
 - b. GJEP (December 6)
 - c. BIC
 - d. Chamber (December 5)
 - e. AMGD (December 6)
 - f. Town of Palisade (December 13)
 - g. City of Fruita (December 6)
- 3) Various Boards and Commissions have a formal presentation and review of the RFP (December and January)
 - a. City of Grand Junction (January)
 - b. Mesa County
 - c. Chamber of Commerce (January)
 - d. GJEP (January)
 - e. BIC (January)
 - f. AMGD (January)
 - g. Focus Group (December)
 - h. Board of Realtors (January)
 - i. Planning Commission (December)
 - j. DDA (January)
- 4) Others as appropriate (Hilltop, Mesa State, etc.)



Request for Proposal
RFP-2182-06-SDH
2030 Comprehensive Plan

RESPONSES DUE:

Friday, March 14, 2007 2:00 p.m.

PURCHASING REPRESENTATIVE:

Scott Hockins
Senior Buyer
scoth@gjcity.org
Phone (970) 244-1484
FAX (970) 244-1427

TECHNICAL/SCOPE OF SERVICES QUESTIONS:

Sheryl Trent
Assistant to the City Manager
sheryltr@gjcity.org
Phone (970) 256-4085
Fax (970) 244-1456

February 5, 2007

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This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for the **2030 Comprehensive Plan**, and may not be the same as previous City of Grand Junction solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX IS NOT ACCEPTABLE** for this solicitation.

REQUEST FOR PROPOSALS

2030 Comprehensive Plan

Dated February 5, 2007

City Manager's Office

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REQUEST FOR PROPOSALS
RFP-2182-06-SDH
2030 Comprehensive Plan
February 5, 2007

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

1.1 Issuing Office: This Request for Proposal (RFP) is issued for the City of Grand Junction (City) by the Purchasing Division, on behalf of City of Grand Junction City Manager's Office. All contact regarding this RFP is directed to:

RFP QUESTIONS & SUBMITTALS:

Scott Hockins, Senior Buyer
City of Grand Junction

Purchasing Division
2549 River Road
Grand Junction, CO 81501
970-244-1484

SCOPE OF SERVICES DETAILS:

Sheryl Trent, Assistant to the City Manager
City of Grand Junction

City Manager's Office
250 N. 5th Street
Grand Junction, CO 81501
970-256-4085

1.2 Purpose: The purpose of this RFP is to obtain competitive proposals from qualified individuals or firms, interested in designing a Comprehensive Plan for the City of Grand Junction, Colorado.

1.3 Compliance: All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the City of Grand Junction omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offerors shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.

1.4 Submission: Please refer to section 5.0 for what is to be included. Each proposal shall use 8 ½ x 11" sheets (foldouts are acceptable for charts, sample plans, etc), one (1) original and five (5) additional written copies and one (1) electronic copy, shall be placed in a sealed envelope and marked clearly on the outside "**RFP-2182-06-SDH 2030 Comprehensive Plan.**" For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 "Preparation and Submittal of Proposals." Submittals received that fail to follow this format may be ruled non-responsive.

1.5 Proposal Deadline: Proposals are due by March 14, 2007 at 2:00 pm to the address in section 1.1 Titled "RFP Questions and Submittals".

1.6 Altering Proposals: Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.

- 1.7 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror prior to the sixty-first (61st) day following the submittal deadline date and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.
- 1.8 Acceptance of Proposal Content:** The contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.
- 1.9 Exclusion:** No oral, telegraphic, or telephonic proposals shall be considered.
- 1.10 Addenda:** Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the City Purchasing Division, on behalf of the City Manager's Office. Sole authority to authorize addenda shall be vested in the City of Grand Junction Assistant to the City Manager and the Purchasing Representative. Addenda will be issued electronically through Bidnet at www.rockymountainbidsystem.com to all who are known to have received a copy of the RFP. Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.11 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The City reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of work contained herein.
- 1.12 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. "Proprietary or Confidential Information" is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words "**Confidential Disclosure**" and placed in a separate envelope shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Purchasing Manager. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.
- 1.13 Response Material Ownership:** All proposals become the property of the City of Grand Junction upon receipt and shall only be returned to the proposer at the

City's option. Selection or rejection of the proposal shall not affect this right. The City shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the section 1.12 entitled "Confidential Material". Disqualification of a proposal does not eliminate this right.

- 1.14 Open Records:** Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the City to the extent allowable in the Open Records Act.
- 1.15 Sales Tax:** City of Grand Junction is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.16 Scope of Services questions and requirements should be directed to:**
- Sheryl Trent, Assistant to the City Manager
 - Ph: (970)-256-4085
 - E-mail: sheryltr@gjcity.org

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1 Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the City's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
- 2.2 Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the City Purchasing Division.
- 2.3 Assignment:** The Consultant shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the City.
- 2.4 Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

- 2.5 Confidentiality:** All information disclosed by the City to the Consultant for the purpose of the work to be done or information that comes to the attention of the Consultant during the course of performing such work is to be kept strictly confidential.
- 2.6 Conflict of Interest:** No public official and/or City employee shall have interest in any contract resulting from this RFP.
- 2.7 Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the City of Grand Junction, shall constitute a contract equally binding between the City and Consultant. No different or additional terms shall become a part of this Contract with the exception of an Amendment.
- 2.8 Project Manager:** The Project Manager, on behalf of the City, shall render decisions in a timely manner pertaining to the work proposed or performed by the Consultant. The project manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.9 Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation.
- 2.10 Employment Discrimination:** During the performance of any services per agreement with the City, the Consultant, by submitting a Proposal, agrees to the following conditions:
- 2.10.1 The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Consultant. The Consultant agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.10.2 The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, shall state that such Consultant is an Equal Opportunity Employer.
- 2.10.3 Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.11 Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City.
- 2.12 Failure to Deliver:** In the event of failure of the Consultant to deliver services in accordance with the contract terms and conditions, the City, after due oral or

written notice, may procure the services from other sources and hold the Consultant responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the City may have.

- 2.13 Failure to Enforce:** Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.
- 2.14 Force Majeure:** The Consultant shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Consultant, unless otherwise specified in the contract.
- 2.15 Indemnification:** Consultant shall defend, indemnify and save harmless the City of Grand Junction, State of Colorado, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Consultant, or of any Consultant's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Consultant shall pay any judgment with cost which may be obtained against the City growing out of such injury or damages.
- 2.16 Independent Consultant:** The Consultant shall be legally considered an Independent Consultant and neither the Consultant nor its employees shall, under any circumstances, be considered servants or agents of the City of Grand Junction. The City shall be at no time legally responsible for any negligence or other wrongdoing by the Consultant, its servants, or agents. The City shall not withhold from the contract payments to the consultant any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the consultant. Further, the City shall not provide to the Consultant any insurance coverage or other benefits, including Workers' Compensation, normally provided by the City for its employees.
- 2.17 Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The City of Grand Junction reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.18 Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the City of Grand Junction.

- 2.19 Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the City of Grand Junction.
- 2.20 Patents/Copyrights:** The Consultant agrees to protect the City of Grand Junction from any claims involving infringements of patents and/or copyrights. In no event shall the City be liable to a Consultant for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.21 Remedies:** The Consultant and City agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.22 Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.

SECTION 3.0: INSURANCE REQUIREMENTS

- 3.1 Insurance Requirements:** The Consultant agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Consultant pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.
- 3.2** Consultant shall procure and maintain and, if applicable, shall cause any Subcontractor of the Consultant to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The City of Grand Junction. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Consultant pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:
- (a) Worker Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employers' Liability insurance with minimum limits of:
- FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident,
FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and
FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee
- (b) General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(c) Professional Liability Insurance policy with a minimum of \$1,000,000 per claim. This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this RFP.

- 3.3** The policies required by paragraphs (a), (b), and (c) above shall be endorsed to include the City and the City's officers and employees as additional insured. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, or carried by or provided through any insurance pool of the City, shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SCOPE OF SERVICES

- 4.1. Background:** The City of Grand Junction is a thriving community of 50,000 people located on the western slope of Colorado in Mesa County. Serving as the regional center for western Colorado and eastern Utah, the natural beauty of the Colorado National Monument is enhanced by the Colorado and Gunnison Rivers that meet in Grand Junction. The largest flat top mesa in the world is also located in the area, which abounds with public land. The City of Grand Junction has seen continuous and steady increases in retail sales tax, which have been balanced by increasing growth and the associated demand for services. As our natural resources such as oil and gas continue to attract development, the cost of housing rises and vacant land for commercial and industrial uses increases in cost; and traffic and air quality become issues. As a retail driven economy, many of our citizens have a low wage structure and the City faces increasing Tabor limitations. The regional area is both rural and urban, including extensive buffer zones and agriculture land that is a part of our heritage. Known for our peaches and wine, the Grand Valley needs to preserve what makes our area unique but plan for the future growth and more urban development of areas that are currently rural in nature.
- 4.2.** The City of Grand Junction is seeking assistance in developing the first Comprehensive Plan, based on a 2030 horizon, which will serve as the guiding

policy document and strategic plan for all future development. The Plan will include (but is not limited to) the following:

- Background
- Policies
- Objectives
- Financial and Environmental Impacts of Growth and Land Use
- Land Use
- Transportation
- Services, Facilities and Infrastructure, including level of service and concurring requirements
- Economic Development
- Housing and Housing Affordability
- Transportation and Traffic
- Intergovernmental Cooperation with other Grand Valley agencies
- Infill and Redevelopment
- Implementation and Budget Tools

4.3. The Final Draft of the Plan should be ready for adoption within sixteen (16) months of the start date. The study area will include the entire growth area, much of which is outside the City limits, and should include large sections of the Grand Valley. The City would like to use a formal process of citizen involvement based on the Bleiker system of Systematic Development of Informed Consent.

4.4. Schedule of Project Services (Tasks): The proposal should include an outline of project services to be provided, along with individual tasks and a proposed timeline.

A. Community Participation Plan: Plan an extensive public participation process, which will include: design and conduct telephone surveys of no fewer than 400 residents, on line surveys, and focus group activities. The services shall include a monthly newsletter produced, printed and mailed by the consultant and provided to the City in electronic format. That newsletter will be used by the City as a communications and public relations tool for residents and others affected by the Comprehensive Plan. The consultant, in cooperation with City staff, will design and produce informational television segments of ½ hour or more for use with the public, both on the City channel and network TV. Radio spots and regular press releases will be prepared for City staff. Notices for meetings shall be designed and produced by the consultant, and mailed by the consultant with lists provided by the City. Creative approaches such as a booth at the Mesa County Fair and the Farmer's Market should be a part of this plan. Additionally, the consultant shall maintain a web page linked to the City's web page with information about the Comprehensive Plan, providing information, meeting times, and updates for the general public. The City's Communications and Community Relations Coordinator will be the key point of contact for this part of the project.

B. Initial meetings: Hold an initial meeting with the City staff to review the project schedule, set meeting dates, and begin the acquisition of necessary data.

C. Review Documents: Obtain and review existing maps, plans, and other documents relevant to the project (see partial attached list).

- D. Level of Service and Concurrency:** Determine an acceptable level of service for facilities and infrastructure, and develop concurring requirements and appropriate impact fees.
- E. Ongoing Meetings:** Conduct meetings with key elected officials and citizens, including the Steering Committee. Those meetings may include the City Council, County Commissioners, Planning Commission, public agencies, non-profit agencies, major land owners, and other stakeholders. The purpose of the meetings is to obtain input and guidance as it relates to the Comprehensive Plan process, share information and progress about the Plan, obtain opinions about the future of the City from a wide cross-section of individuals, and complete a consensus building process on the Plan and the City's goals for growth and development; conduct weekly review meetings (in person, via telephone, or via email) with the City staff to discuss progress, status, and drafts for review; conduct other public meetings and topic specific focus groups as necessary.
- F. Goals and Objectives:** Develop goals, objectives, and implementation strategies based on public input and community desires.
- G. Analyze Existing Documents:** Analyze the consistency of current City ordinances and policies in relationship to the goals and objectives developed through this Comprehensive Plan process.
- H. Financial Analysis:** Coordinate with the firm of Tischler Bise to review existing work and to perform financial analysis on the cost of services, land use decisions, and growth opportunities, determining budgetary needs and long range financial planning including responsibility.
- I. Draft Elements:** Submit draft elements of the Plan to the Steering Committee and the City for review, comment, and approval (based on a schedule to be developed at the beginning of the process).
- J. Updates:** Make periodic updates to the Steering Committee, City Council and Planning Commission.
- K. First Draft:** Prepare a "First Draft" document and present that to the Steering Committee, City Council, Planning Commission, and other interested parties.
- L. Final Draft:** Prepare a "Final Draft" Document and make a final presentation at in a public hearing to the Planning Commission and City Council for adoption.
- M. Background, Policies and Objectives:** Draft policies, goals and objectives to guide land use, development, redevelopment and public investment in services, facilities and infrastructure. A large part of these goals and objectives will be collaborative, community based decision making and consensus building.
- N. Land Use Plan:** Inventory existing land use in terms of standard categories. Draft future land use and development staging plans to accommodate desired growth and direct Capital Improvement Plan budgets. Assist in master planning density, public facilities including parks and open space, roads, and lot layouts for new growth areas. Review the Persigo Agreement and make recommendations.

Identify public investments needed to support the desired community image, growth, and associated development goals.

- O. Financial Impacts:** Detail the financial impacts of land use decisions, and be prepared to use similar information in public meetings. Design an economic base analysis and a build out analysis that will include population and economic projections.
- P. Implementation Plan:** Develop an implementation and financing plan to meet the stated policies, goals and outcomes of the Plan. This element should include responsible parties, time lines, prioritization, financing options, and CIP restructuring. This should include a minimum of a five year update schedule for monitoring and not just a list of tasks. A crucial part of the implementation plan will be an implementation “workbook”, a separate tool or document that guides elected officials in how to use the comprehensive plan in land use decision making.
- Q. Other Elements:** Review and incorporate as a part of this Plan several existing City and community documents and plans. The consultant will not be expected to update these plans, but to be aware of them and ensure coordination among them.

All work should be accessible and easy for residents and average readers to understand. All documents should be prepared in Microsoft Word and a converted copy made available in Adobe Acrobat.

4.5. Project Time Schedule:

NOTE: Offeror shall provide with proposal a time schedule for completion of the tasks described in Sub-section 4.4.

Requests for Proposals Available	February 5, 2007
Pre Proposal Meeting	February 26, 2007
Last Day for Questions	March 8, 2007
Proposal Deadline	March 14, 2007
Interviews	March 19-23, 2007

4.6. Questions Regarding Scope of Services:

Sheryl Trent, Assistant to the City Manager
City Manager’s Office
250 N. 5th Street
Grand Junction, CO 81501
970-256-4085
sheryltr@gjcity.org

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

- 5.1** Offerors are required to provide six (6) copies of their proposal in written format and one (1) copy in electronic format, compatible with Microsoft Office Word. Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the

City requests that proposals be formatted **A to G**. Proposals must contain all of the following information to satisfy the requirements of this RFP:

- A. **Cover Letter:** Cover letter shall be provided which succinctly explains the Consultant's interest in the project. The letter shall contain the name/address/phone number of the person who will serve as the firm's principal contact person with City's Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm.
 - B. **Qualifications of Firm/Project Team:** Provide names, titles and responsibilities of key personnel who will be responsible for the management and design of this project. Include qualifications, experience of each, and length of time with the company.
 - C. **Strategy and Implementation Plan:** Describe your (the consultant's) interpretation of the City's objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. Offeror may utilize a written narrative or any other printed technique to demonstrate his/her ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a **time schedule** for completion of your firm's implementation plan.
 - D. **References:** Give at least three (3) references for projects of similar size and scope, including at least two (2) references for projects completed during the past five years. Include the name of the organization, a brief summary of the work, the cost of the project and the name and telephone number of a responsible contact person.
 - E. **Fee Proposal:** Provide a complete list of costs per task and a total fee for the proposal, including expected reimbursable expenses (non-binding), for completion of the scope of services set forth in the proposal. For Fiscal Year 2007 \$250,000 has been budgeted.
 - F. **Outside Consultants:** List any outside consultants or firms who might perform services for this project. Describe what services that each outside firm would provide and at least three previous projects demonstrating the firm's capability to perform these services.
 - G. **Statement of Project Understanding:** Provide a one page statement outlining the philosophy of the team in approaching this project and the team's grasp of issues and goals to address in this study.
- 5.2 Submittal Procedure:** Each proposal, including one (1) original and five (5) copies, and one (1) electronic copy in *Microsoft Word* Compatible format, shall be submitted in a sealed envelope and labeled "**RFP 2182-06-SDH 2030 Comprehensive Plan.**" Proposals must be received in the City of Grand Junction

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

6.1 Evaluation: An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.

6.2 Intent: Only respondents who meet the qualification criteria will be considered for participation in the oral presentations. The City intends to reduce this group to the 3 best qualified who will be invited to participate in oral presentations. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. Companies selected for oral presentations will be chosen on the basis of their apparent ability to best meet the overall expectations of the City. The City reserves the right to reject any and all submittals. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- Responsiveness of submittal to the RFP
- Understanding of the project and the objectives
- Necessary resources
- Required skills
- Demonstrated capability
- Demonstrated business integrity

6.3 Selection for Interviews: Following the submittal deadline, the City will announce the "short list." It is anticipated that the "short list" will consist of 2-3 potential consultants; this depends on the number and quality of statements received. At that time a notice will be issued to the selected consultants so that they may prepare both written and oral presentations for the interview process.

6.4 Interviews: Interviews will be limited to 45 minutes of presentation followed by 15 minutes for questions. The committee will rank the finalists in order of preference based on written and oral presentations per the evaluation parameters contained in the proposal request.

6.5 Award: The contract will be awarded to the firm that is deemed most qualified to perform the scope of services based on qualifications, prior experience, references, and fees.

End RFP

APPENDIX – DOCUMENTS AVAILABLE FOR REVIEW

2020 Vision
Strategic Plan (updated 2006)
Growth Plan (updated 2003)
Redlands Area Plan
Orchard Mesa Neighborhood Plan
Pear Park Area Plan
Downtown Plan
South Downtown Plan
West Side Downtown Plan
North Central Valley Plan
24 Road Area Plan
North Avenue Corridor Plan (in progress)
Parks and Open Space Plan
Urban Trails Master Plan
Riverfront Master Plan
Persigo 201 Boundary Agreement
Infill and Redevelopment Program
Sewer Plan
Transportation Plan
Current Zoning Map
Zoning and Development Code
GIS data at www.gjcity.org
Demographic data
Parks Master Plans
 Los Colonias
 Burkey
 Matchett (no master plan)
 Canyon View
 Horizon
 Saccamano
 Lincoln Park
 Lincoln Park Stadium
 Wingate
 Westlake
 Arlington and Oxford
 Ridges (unnamed)
 Pine Ridge
Recreation Center Master Plan
City of Fruita Community Plan (to be updated 2007)
Buffer Zone Agreements
Town of Palisade Comprehensive Plan
Whitewater Plan
Clifton Plan
Enterprise Zone Area Maps
GJEP Action Plan
Housing Study, DOLA

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject		Watershed and Community Plan of Development					
Meeting Date		February 5, 2007					
Date Prepared		January 30, 2007			File #		
Author		Laurie Kadrich		Deputy City Manager			
Presenter Name		Laurie Kadrich		Deputy City Manager			
Report results back to Council		X	No		Yes	When	
Citizen Presentation			Yes	X	No	Name	
X	Workshop		Formal Agenda			Consent	Individual Consideration

Summary: The BLM has leased approximately 700 acres of the City’s watershed in the Whitewater Creek basin, but has suspended drilling for a one year period while Genesis Gas & Oil works with the affected interests to assemble a Community Plan of Development (CPD). This CPD is intended to explain the communication and working relationships among the affected interests as mineral exploration proceeds. This Workshop is intended to review with Council the progress to date and the methodology for completing the CPD.

Budget: No immediate impacts through the completion of the CPD.

Action Requested/Recommendation: Council confirmation and direction on the approach for participating in assembling the CPD.

Attachments: None

Background Information: In August of 2006, the BLM suspended mineral development upon recently leased lands with the watersheds of Grand Junction and the Town of Palisade, plus some other adjacent privately owned lands. The purpose of the suspension was to allow Genesis Gas & Oil the opportunity to work with affected interests to assemble a CPD. After the one year suspension, the BLM has indicated they would move forward with issuing permits for development (Applications Permits to Drill – APDs). It is not certain if APDs will be issued after the one year suspension if the CPD is not complete. The BLM has also indicated it would be their intent to apply the CPD upon the balance of the City’s watershed.

The CPD is intended to be a document that sets out how the affected interests will communicate, monitor and resolve differences once the CPD is complete. It is also intended that the CPD will have some specifics on the types and extent of “best management practices” that will be applied in the area. The APD process is then intended to be more specific and detailed for the protection measures at each site.

Genesis has facilitated the process with input from the other interests. Grand Junction and Palisade have requested an approach that has more public involvement in a collaborative approach where the public helps frame the problems and opportunities as well as the solutions; ultimately the CPD.

Genesis has proposed a model where staffs from Grand Junction, Palisade and Mesa County participate with Genesis, BLM, Forest Service, Ute Water and others to work through the public comment and perform the technical work to coordinate meetings and assemble the written material including the CPD. There has been one public meeting in early December with a second public meeting scheduled for January 30.

The model Genesis has proposed also includes a Steering Committee made up of policy makers and other representatives that would have the responsibility of oversight once the CPD has been developed. It would be the responsibility of each interest to brief their respective decision makers as the CPD moves forward to verify the process is still meeting the needs of each interest. This Workshop is one of those briefings.

Since this report is developed prior to the second public meeting, staff will present a brief review the meeting at the February 5th Workshop.

file: watershed genesis update 013007