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**CITY COUNCIL AGENDA
WEDNESDAY, MARCH 4, 2015
250 NORTH 5TH STREET
6:15 P.M. – ADMINISTRATION CONFERENCE ROOM
7:00 P.M. – REGULAR MEETING – CITY HALL AUDITORIUM**

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

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

Pledge of Allegiance
Moment of Silence

Citizen Comments

[Supplemental Document](#)

Council Comments

***** CONSENT CALENDAR ***®**

1. **Minutes of Previous Meeting** **[Attach 1](#)**

Action: Approve the Minutes of the February 18, 2015 Regular Meeting

2. **Purchase Hot Mix Asphalt for Streets Division for 2015** **[Attach 2](#)**

This request is for the purchase of up to 900 tons of hot mix asphalt for the Streets Division to be used for road work and repairs in 2015.

Revised March 10, 2015

*** Indicates Changed Item*

**** Indicates New Item*

® Requires Roll Call Vote

REVISED

***Action:** Authorize the Purchasing Division to Enter into a Contract to Purchase Approximately 900 Tons of Hot Mix Asphalt, on Behalf of the Streets Division, from Elam Construction, Inc. as the “Primary Contractor” and Oldcastle SW Group, Inc. dba United Companies of Mesa County as an “Alternate Contractor”, for an Amount Not to Exceed \$84,818*

Staff presentation: Greg Lanning, Public Works Director
Jay Valentine, Internal Services Manager
Darren Starr, Streets and Solid Waste Manager

3. **Purchase of Traffic Striping Paint for 2015** [Attach 3](#)

The City’s Transportation Engineering Division is responsible for applying 8,750 gallons of white and yellow paint each year; striping 600+ miles of City streets and state highways. Utilizing the Colorado Department of Transportation’s (CDOT’s) contract prices, the City is able to take advantage of volume discounts and obtain the best unit prices.

***Action:** Authorize the City Purchasing Division to Enter into a Purchase Order with Ennis Paint, Dallas, TX for the 2015 Traffic Striping Paint in the Amount of \$73,220*

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

4. **Purchase of Jacobsen 322 Triplex Greens Mowers** [Attach 4](#)

This request will replace 10 walking greens mowers with 2 riding mowers, while maintaining the same quality cut that is provided by the walking mowers. Mowers will be located at each Lincoln Park and Tiara Rado golf courses.

***Action:** Approve the Sole Source Purchase of Two Jacobsen 322 Triplex Greens Mowers in the Amount of \$68,276*

Staff presentation: Rob Schoeber, Parks and Recreation Director
Jay Valentine, Internal Services Manager

5. **Fire Station 4 Alerting System Grant Request** [Attach 5](#)

This request is for authorization to submit a request to the Mesa County Federal Mineral Lease District (MCFMLD) for a \$50,000 grant to fund the Alerting System for the Relocated Fire Station 4 on Orchard Mesa. The grant application is due March 8, 2015.

Resolution No. 12-15—A Resolution Authorizing the City Manager to Submit a Grant Request to the Mesa County Federal Mineral Lease District for the Fire Station 4 Alerting System

®Action: *Adopt Resolution No. 12-15*

Staff presentation: Bill Roth, Deputy Fire Chief
Jim Finlayson, Information Technology Director

6. **Wireless Telecommunications Master Plan Grant Request** [Attach 6](#)

This request is for authorization to submit a request to the Mesa County Federal Mineral Lease District (MCFMLD) for a \$75,000 grant to partially fund a Wireless Telecommunications Master Plan for the Mesa County Regional Communication Center coverage area. The grant application is due March 8, 2015.

Resolution No. 13-15—A Resolution Authorizing the City Manager, on Behalf of the Grand Junction Regional Communication Center, to Submit a Grant Request to the Mesa County Federal Mineral Lease District for a Wireless Telecommunications Master Plan

®Action: *Adopt Resolution No. 13-15*

Staff presentation: Jim Finlayson, Information Technology Director

7. **Dissolution of Redlands Mesa Metropolitan District** [Attach 7](#)

The board of directors of the Redlands Mesa Metropolitan District has determined it is appropriate to dissolve the District due to lack of activity and requests the consent of the City Council to do so. The board also requests the City Council to agree to termination of the Service Plan and of the Intergovernmental Agreement between the Redlands Mesa Metropolitan District and the City of Grand Junction if and when the District is dissolved by order of the District Court.

Resolution No. 14-15—A Resolution Consenting to Dissolution of the Redlands Mesa Metropolitan District and Agreeing to Termination of the Intergovernmental Agreement and Service Plan If and When the District is Dissolved by Order of the District Court

®Action: *Adopt Resolution No. 14-15*

Staff presentation: John Shaver, City Attorney

*** 8. **Designating the Mesa County Workforce Center as a Federally Recognized Workforce Region** [Attach 8](#)

Mr. Tracey Garchar, Executive Director of the Mesa County Department of Human Services, has requested a letter of support for the Mesa County Workforce Center to be designated as its own standalone locally controlled Workforce Region.

Action: Authorize the Mayor to Sign a Letter of Support for the Mesa County Workforce Center to be Designated as its own Standalone Locally Controlled Workforce Region

Presentation: Tracey Garchar, Director, Mesa County Workforce Center

*** END OF CONSENT CALENDAR ***

*** ITEMS NEEDING INDIVIDUAL CONSIDERATION ***

*** 9. **Mesa Land Trust GOCO Grant for Acquisition of a Conservation Easement** [Attach 9](#)

Mesa Land Trust seeks support from the City of Grand Junction to pursue a conservation agreement on a working, multigenerational farm between Palisade and Grand Junction. This funding will be used to leverage local funds in support of a grant application to Great Outdoors Colorado. Ultimately, this conservation work will lead to an increase in the stability of the fruit industry in Palisade which is an economic driver for our community.

Action: Authorize Matching Grant Funds of \$25,000 for Acquisition of a Conservation Easement on Working Agricultural Land through Mesa Land Trust and Authorize the Mayor to Sign a Letter of Support for the Project for an Upcoming Grant Request to Great Outdoors Colorado

Presentation: Rob Bleiberg, Executive Director, Mesa Land Trust

10. **Public Hearing—2872 Patterson Rezone, Located at 2872 Patterson Road** [Attach 10](#)
[File #RZN-2014-493]

The applicant requests that the City rezone the property at 2872 Patterson Road from R-O (Residential Office) to MXOC (Mixed Use Opportunity Corridors). The applicant is in the process of creating a site plan for the 1.415 acres in anticipation of future commercial development.

Ordinance No. 4656—An Ordinance Rezoning Property from R-O (Residential Office) to MXOC (Mixed Use Opportunity Corridors) Located at 2872 Patterson Road

®Action: Adopt Ordinance No. 4656 on Final Passage and Order Publication of the Ordinance in Pamphlet Form

Staff presentation: Brian Rusche, Senior Planner

11. **Public Hearing—Hoffman Rezone, Located at 1410 and 1400 North 7th Street** [File #RZN-2015-18] [Attach 11](#)

The applicant, on behalf of Rocky Mountain TMS, requests that the City rezone the property at 1410 N. 7th Street from R-8 (Residential 8 du/ac) to R-O (Residential Office). The applicant is in the process of purchasing the single-family residence in order to expand the medical practice, known as Mesa Behavioral Medicine, located next door at 1400 N. 7th Street and zoned PD (Planned Development). In order to maintain consistency of zoning, Staff recommended and the applicant has agreed to include this property in the request to rezone to R-O (Residential Office).

Ordinance No. 4657—An Ordinance Rezoning Property from R-8 (Residential 8 DU/Ac) and PD (Planned Development) to R-O (Residential Office) Located at 1410 N. 7th Street and 1400 N. 7th Street

®Action: Adopt Ordinance No. 4657 on Final Passage and Order Publication of the Ordinance in Pamphlet Form

Staff presentation: Brian Rusche, Senior Planner

12. **Construction Contract for Las Colonias Park – Phase I** [Attach 12](#)

This request is for Phase I construction at Las Colonias Park. This includes a new asphalt parking lot, recycled asphalt parking lot, and trail development. Phase I construction is supported by a Great Outdoors Colorado grant. This new western entrance will serve existing uses for the Western Colorado Botanical Gardens, the Riverfront Trail, and Watson Island as well as new uses with the new restroom/shelter.

Action: Authorize the Purchasing Division to Enter into a Contract with M.A. Concrete Construction for Phase I Construction at Las Colonias Park in the Amount of \$418,633.20

Staff presentation: Rob Schoeber, Parks and Recreation Director
Jay Valentine, Internal Services Manager

13. **Construction Contract for Las Colonias Park – Phase I Restroom/Shelter** [Attach 13](#)

This request is for construction of the new restroom/shelter at Las Colonias Park. This facility is part of Phase I construction and is supported by a Great Outdoors Colorado grant. The restroom/shelter will be similar in size to the newest restroom/shelter installed just north of the playground in Lincoln Park.

Action: Authorize the Purchasing Division to Enter into a Contract with Asset Engineering Limited for Phase I Restroom/Shelter at Las Colonias Park in the Amount of \$201,315.00

Staff presentation: Rob Schoeber, Parks and Recreation Director
Jay Valentine, Internal Services Manager

14. **Staffing for Adequate Fire and Emergency Response Grant Request** [Attach 14](#)

This request is for authorization to submit a request to the Department of Homeland Security, Federal Emergency Management Agency (FEMA) for a Staffing for Adequate Fire and Emergency Response (SAFER) Grant to fund up to three Firefighter Paramedic positions. The grant application is due March 6, 2015.

Resolution No. 15-15—A Resolution Authorizing the City Manager to Submit a Grant Request to the United States Department of Homeland Security, Federal Emergency Management Agency for a Staffing for Adequate Fire and Emergency Response Grant

®Action: Adopt Resolution No. 15-15

Staff presentation: Bill Roth, Deputy Fire Chief

15. **Non-Scheduled Citizens & Visitors**
16. **Other Business**
17. **Adjournment**

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

February 18, 2015

The City Council of the City of Grand Junction convened into regular session on the 18th day of February, 2015 at 7:00 p.m. in the City Auditorium. Those present were Councilmembers Martin Chazen, Duncan McArthur, Sam Susuras, Barbara Traylor Smith, and Council President Phyllis Norris. Absent were Councilmembers Bennett Boeschstein and Jim Doody. Also present were City Manager Rich Englehart, City Attorney John Shaver, and City Clerk Stephanie Tuin.

Council President Norris called the meeting to order. The audience stood for the Pledge of Allegiance led by Councilmember McArthur followed by the invocation given by Father Shane Carr, Christ Church Anglican.

Council President Norris welcomed Colorado Mesa University Public Administration students to the meeting.

Proclamation

Councilmember Chazen read the proclamation for American Red Cross Month in the City of Grand Junction. Eric Myers, Executive Director of Western and Southwestern Colorado for the Red Cross, was present to receive the proclamation. He thanked the City Council for the proclamation and noted that it says a lot about what they do. He described how the American Red Cross helps with a myriad of disasters that occur all the time. In western Colorado last year they responded to 75 disasters. They also provide health and safety trainings and provide emergency communication. This year they are focusing on the community becoming more prepared for disasters.

Appointments

Councilmember Susuras made a motion to ratify the reappointments of David Reinersten, Ray Rickard, and Thomas Cronk to the Mesa County Building Code Board

of Appeals for terms ending July 2017. Councilmember Traylor Smith seconded the motion. Motion carried by roll call vote.

Citizens Comments

Bruce Lohmiller, 445 Chipeta Avenue, #25, addressed the City Council regarding funding for the homeless complex. He then told a story about a disaster and a concert that was held to raise funds for the victims.

Council Comments

Councilmember McArthur attended a meeting hosted by CDOT (Colorado Department of Transportation) on February 7th to introduce their new Director. There was a presentation about the disaster relief efforts, impacts, and costs of repairing the roads after last year's rainstorms on the Front Range; they also provided information on disaster preparedness. He mentioned to CDOT that Mesa County and the City are eager to see the 29 Road interchange completed.

Councilmember Chazen attended a Grand Junction Chamber of Commerce (GJCC) Leadership luncheon on February 5th; four other Councilmembers also attended. This luncheon was designed to teach local citizens about local government. On February 9th he went to a Joint City and County meeting; the discussion was on the broadband bill and an update from the County was provided on who is doing the Environmental Impact Statement for the 29 Road interchange project. February 11th was National 211 Day; he, along with County Commissioner John Justman, went to the County's Health and Human Services (MCHHS) building and looked at the 211 System. He mentioned the type of information provided and remarked it is an interesting operation. Councilmember Chazen also attended the Downtown Development Authority/Business Improvement District (DDA/BID) meetings; Deputy Police Chief John Zen gave a presentation on the frequency of calls from downtown, most of which deal with bar patrons. Associated Governments of Northwest Colorado held a meeting on February 18th and had a presentation by the City's Management and Legislative Liaison Elizabeth Tice on Economic Development (ED) with a focus on Foreign Trade Zones.

Councilmember Traylor Smith also attended the GJCC Leadership luncheon and was encouraged by the number of citizens interested in serving on committees. She attended the Joint City and County meeting on February 9th and noted how important it is for the City to keep apprised of what is going on at the County. On February 11th she

spent the morning and had lunch with José de Jesús Legaspi, owner and President of the Legaspi Company in California and VIP Guest Speaker for the Western Colorado Latino Chamber of Commerce's Two Year Anniversary Celebration. He specializes in building Hispanic malls and toured North Avenue to see what ideas he had for the corridor. Councilmember Traylor Smith said it was good to be able to build a relationship with him and she hoped the City would be able to reach out to him in the future. On February 13th she attended the Community Services Block Grant (CSBG) Advisory Committee meeting which is run through MCHHS. The committee is reevaluating how best to use their funds and they are working on how to increase reading levels above the third grade. On February 17th she went to the group meeting with North Star, the strategic plan consultant for ED implementation. The meeting started with discussions on how to implement the ED plan; they will be in Grand Junction for a week to gather information from around the community.

Councilmember Susuras went to Houston on Valentine's Day. On February 17th he attended the 2015 Realtor Day held at the State Capital building; one of the main issues realtors have on their agenda this year is to pass Colorado Senate Bill 15-177 (SB-177). This would stop the current practice of allowing a small number of homeowners to enter into legal action against another homeowner without their knowledge. There is a large amount of support for this bill and he would like the City and County to consider supporting this too.

Council President Norris attended the Colorado Municipalities League (CML) legislative committee meeting with City Manager Rich Englehart and Management and Legislative Liaison Elizabeth Tice; they were able to persuade CML to support a bill to help small Western Slope communities who are still suffering effects from the economic downturn.

Councilmember McArthur said there are not a lot of class action lawsuits over construction defects on the Western Slope, but this issue still impacts local home builders and contractors and adds to the cost of their insurance. SB-177 is an important bill and he echoed the consideration of support.

CONSENT CALENDAR

Councilmember McArthur read Consent Calendar items #1 through #6 and then moved to adopt the Consent Calendar. Councilmember Susuras seconded the motion. Motion carried by roll call vote.

1. Minutes of Previous Meetings

Action: Approve the Summary of the January 19, 2015 Workshop, the Minutes of the February 4, 2015 Special Session, and the Minutes of the February 4, 2015 Regular Meeting

2. **Setting a Hearing on the 2872 Patterson Rezone, Located at 2872 Patterson Road** [File # RZN-2014-493]

The applicant requests that the City rezone the property at 2872 Patterson Road from R-O (Residential Office) to MXOC (Mixed Use Opportunity Corridors). The applicant is in the process of creating a site plan for the 1.415 acres in anticipation of future commercial development.

Proposed Ordinance Rezoning Property from R-O (Residential Office) to MXOC (Mixed Use Opportunity Corridors), located at 2872 Patterson Road

Action: Introduce Proposed Ordinance and Set a Public Hearing for March 4, 2015

3. **Setting a Hearing on the Hoffman Rezone, Located at 1410 and 1400 North 7th Street** [File #RZN-2015-18]

The applicant, on behalf of Rocky Mountain TMS, requests that the City rezone the property at 1410 N. 7th Street from R-8 (Residential 8 du/ac) to R-O (Residential Office). The applicant is in the process of purchasing the single-family residence in order to expand the medical practice, known as Mesa Behavioral Medicine, located next door at 1400 N. 7th Street and zoned PD (Planned Development). In order to maintain consistency of zoning, Staff recommended and the applicant has agreed to include this property in the request to rezone to R-O (Residential Office).

Proposed Ordinance Rezoning Property from R-8 (Residential 8 DU/Ac) and PD (Planned Development) to R-O (Residential Office), located at 1410 N. 7th Street and 1400 N. 7th Street

Action: Introduce Proposed Ordinance and Set a Public Hearing for March 4, 2015

4. **Election Notice for the Regular Election April 7, 2015**

Both the Charter and the Municipal Election Code have specific content and publication requirements for the election notice. The proposed notice contained within the resolution being presented meets those requirements.

Resolution No. 10-15 — A Resolution Setting Forth the Notice of Election for the Regular Municipal Election to be held on April 7, 2015 in the City of Grand Junction

Action: Adopt Resolution No. 10-15

5. **Lewis Wash GRJ-F.5-30.8 Bridge Replacement Intergovernmental Agreement**

In July of 2012, the City was awarded a Colorado Off-System Bridge Program grant in the amount of \$578,400 for the replacement of the Lewis Wash Bridge GRJ-F.5-30.8 in 2015. This intergovernmental agreement establishes the relationship between Colorado Department of Transportation (CDOT), acting on behalf of Federal Highway Administration (FHWA), and the City of Grand Junction.

Resolution No. 11-15 — A Resolution Accepting Federal Aid Funds for the Replacement of the Lewis Wash Bridge GRJ-F.5-30.8, Authorizing City Matching Funds and Authorizing the City Manager to Sign an Intergovernmental Agreement with the Colorado Department of Transportation (CDOT)

Action: Adopt Resolution No. 11-15

6. **Purchase Four Utility Vehicles**

This request is for the purchase of a scheduled equipment replacement for the Parks and Waste Water Treatment Departments.

Action: Authorize the City Purchasing Division to Purchase Four Utility Vehicles from US Tractor and Harvest Inc. in the Amount of \$52,000

ITEMS FOR INDIVIDUAL CONSIDERATION

Public Hearing – Amending Sections of the Zoning and Development Code to Allow Permanent Outdoor Display within the Front Yard in B-1, C-1, and C-2 Zone Districts, Including Seasonal Sales and Exempting Certain Display Areas

The proposed amendment to the Zoning and Development Code clarifies outside storage and display in the B-1 zone district, allows permanent display areas within the front yard in the C-1 zone district without approval of a Conditional Use Permit, and clarifies where and how permanent outdoor display is allowed in the C-2 zone district. The proposed amendments do not change the outdoor storage restrictions along

commercial corridors, but allow outdoor display of merchandise, such as automobiles, along street frontages. In addition, the amendment would allow display areas under eaves, canopies, or other storefront features immediately connected to the building; because these are discreet and commonly accepted as simply an extension of the indoor display, Staff has determined that they should not be treated as “outdoor display.”

The public hearing was opened at 7:27 p.m.

Lori V. Bowers, Senior Planner, introduced this item and described what the changes in the Code would affect, pointing out the difference between outdoor display and outdoor storage. Currently outdoor display requires a Conditional Use Permit and the planners feel that is an unnecessary step. There are also some contradictions in the Code. Lastly, displays in doorway areas and immediately adjacent to the store (Redbox, propane bottles, etc.) should be considered an extension of the indoor sales. Those should not be subject to regulation.

Councilmember Traylor Smith asked how businesses will know whether the merchandise is considered storage or display; is the Code clear? Ms. Bowers said the Code is clear, but questions are welcomed. Councilmember Traylor Smith asked how infractions are enforced. Ms. Bowers said complaints are forwarded to the City’s Code Compliance Officer.

Councilmember Susuras said this is a good change and he will support it.

Council President Norris noted Council requested all City Codes to be reviewed and then asked if this is part of that process. Ms. Bowers answered yes. Council President Norris explained Council had asked for this review to be done to have City Codes friendlier to businesses while ensuring the City remains looking nice. She thanked Ms. Bowers for her work.

There were no public comments. The public hearing was closed at 7:36 p.m.

Ordinance No. 4655 — An Ordinance Amending Sections 21.03.070 (b), (d), and (e), and 21.04040 (h)(3) of the Grand Junction Municipal Code Regarding Outdoor Display and Outdoor Storage

Councilmember Susuras moved to adopt Ordinance No. 4655 on final passage and ordered it published in pamphlet form. Councilmember Traylor Smith seconded the motion.

Councilmember McArthur said he has been involved in looking at the land development code and noted this request was submitted on the initiative of Staff. He appreciated Staff looking at things like this to make the City more business friendly.

Motion carried by roll call vote.

North Avenue Catalyst Grant Application for 2865 North Avenue, Grand Valley Power Sports

Grand Valley Power Sports located at 2865 North Avenue has submitted an application for consideration of a \$10,000 of the North Avenue Catalyst Grant Program. This is the first application for this program to come before the City Council.

Lori V. Bowers, Senior Planner, introduced this item and gave a background on the North Avenue Catalyst Grant Application program; this is the first applicant requesting a grant. She introduced the property owner Bob Greenlee. The North Avenue Owners Association (NAOA) reviewed this request and forwarded a recommendation of approval.

Councilmember Traylor Smith said this is a great way to help businesses and she thanked the Planning Division and the NAOA for this creative solution.

Councilmember Chazen said the Downtown Development Authority has a similar program. He saw the drawings for this improvement and thinks it will look really nice; he is glad the City can participate and that there are financial controls in place with several levels of approval. He asked if there are any other projects being considered. Ms. Bowers said they have met with 20 possible applicants and several are strong possibilities; this initial application will set the tone for others. Councilmember Chazen said he is very encouraged.

Councilmember McArthur said he is glad to see the grant program starting and he is eager to see improvements. He recently toured North Avenue and he feels uniform signage in the monument style would be a nice improvement; he asked Staff to mention this to NAOA.

Council President Norris said Poppy Woody, President of the NAOA, was not able to attend this meeting, but is thankful for the consideration of this grant.

Councilmember Chazen moved to approve the North Avenue Catalyst Grant Application for Grand Valley Power Sports. Councilmember McArthur seconded the motion. Motion carried by roll call vote.

Purchase of Crack-Fill Material

This request is for the purchase of up to 200,000 pounds of crack-fill material to be used in this year's preventive street maintenance program.

Greg Lanning, Public Works Director, introduced this item. He pointed out the area that will be worked on and described the program and the purpose. This is the least expensive way of preserving the pavement and protecting streets from further degradation. Three companies bid on the material and the low bid is well below budget. The price of the material has been going down.

Councilmember Traylor Smith asked if the material is petroleum based and if the price decrease is due to the lower cost of oil. Mr. Lanning said it is.

Councilmember McArthur asked if the area of service should be increased to take advantage of the lower price. Mr. Lanning said the estimate took into account the capacity of the two crews and weather conditions. Also, the City would not want to store a large amount of material over the winter.

Councilmember Susuras clarified that the City received three bids and Staff will apply the material.

Councilmember Traylor Smith moved to authorize the Purchasing Division to enter into a contract with Crafcoc, Inc. to provide approximately 200,000 pounds of Deery 103 Plexi Melt Fully Meltable Crack-Fill Material, for an estimated total amount of \$88,200.

Councilmember Chazen seconded the motion. Motion carried by roll call vote.

Contract for the 2015 Asphalt Overlay Project

This request is to award a construction contract for the annual asphalt resurfacing project along arterial road classifications throughout the City of Grand Junction. In all, a total of six locations were selected.

Greg Lanning, Public Works Director, introduced this item and noted it is related to the next item and he will explain them together; he referred to the summary and map in the Staff report. Approximately 11.5 lane miles will be treated. The roads being addressed by this contract were shown to be the highest priority from the pavement condition index study that was completed in 2014; due to the lower oil prices two more roads have been added to this year's project. Also, in conjunction with the sewer line replacements, the streets for those lines are being included as well. \$424,928 of the budgeted amount will

be put toward the sewer line replacement project and the remaining amount in the budget will go toward other pavement preservation projects.

Councilmember McArthur asked when 1st Street is scheduled to be done. Mr. Lanning said 1st Street, 7th Street, and Orchard Avenue are considered reconstruction projects since more extensive repairs are required than just the overlay. The design and right-of-way for 1st Street are in the 2015 budget and it is hoped some of the concrete work can also be done in 2015. The rest of the project will be budgeted for 2016.

Council President Norris commented that it is great prices are down allowing more projects to be scheduled. This will help the City to catch up and possibly get ahead; great job.

Councilmember Chazen moved to authorize the City Purchasing Division to enter into a contract with Oldcastle SW Group Inc., dba United Companies of Mesa County of Grand Junction, CO for the 2015 Asphalt Overlay Project in the amount of \$1,426,768. Councilmember McArthur seconded the motion. Motion carried by roll call vote.

Contract for the 2015 Sewer Line Replacement Project

This request is to award a construction contract for the sewer line replacement project at various locations within the 201 Persigo boundaries to replace 7,100 lineal feet of aging or deteriorated sewer lines. This project is combined with the street overlay program and includes full width asphalt resurfacing in the Hillcrest Manor, Bookcliff Park, and Bookcliff Heights subdivisions.

Greg Lanning, Public Works Director, introduced this item and referred to the summary and map in the Staff report. The project is consistent with the annual program. The lines will be cambered as well as replaced. There are 7,100 feet of line to be replaced. These are open cut replacements and the overlay will be done following these replacements. There were two competitive bids; the low bid was within budget and \$424,928 is from the overlay budget.

Councilmember Chazen asked what the life span of the PVC (polyvinyl chloride) pipe is. Mr. Lanning said, conservatively, it is 50 years; the PVC is inert and structurally sound.

Councilmember Susuras commented that it is great the City is able to use local contractors for these over \$1 million projects.

Council President Norris noted there is \$1,171,752.75 remaining in the 912 Fund. She asked if additional money will be added to this fund allowing it to grow so more projects

can be done. Mr. Lanning said more money will be added; it is built into the rate structure. Council President Norris asked if the amount currently in the fund is kept for an emergency. Mr. Lanning said annually \$2.5 million is planned for sewer line replacements. Also maintained in the account are three months' worth of operating expenses.

Councilmember Traylor Smith moved to authorize the City Purchasing Division to enter into a contract with M.A. Concrete Construction, Inc. of Grand Junction, CO for the 2015 Sewer Line Replacement Project for the bid amount of \$1,705,344.25. Councilmember Susuras seconded the motion. Motion carried by roll call vote.

Non-Scheduled Citizens & Visitors

There were none.

Other Business

There was none.

Adjournment

The meeting was adjourned at 8:02 p.m.

Stephanie Tuin, MMC
City Clerk



Date: 2-11-2015
 Author: Darren Starr
 Title/ Phone Ext: Streets & Solid
Waste Manager, ext. 1493
 Proposed Schedule: 3-4-2015
 2nd Reading
 (if applicable): N/A
 File # (if applicable): _____

Attach 2
CITY COUNCIL AGENDA ITEM

| |
|---|
| Subject: Purchase Hot Mix Asphalt for Streets Division for 2015 |
| Action Requested/Recommendation: Authorize the Purchasing Division to Enter into a Contract to Purchase Approximately 900 Tons of Hot Mix Asphalt, on Behalf of the Streets Division, from Elam Construction, Inc. as the “Primary Contractor” and Oldcastle SW Group, Inc. dba United Companies of Mesa County as an “Alternate Contractor”, for an Amount Not to Exceed \$84,818 |
| Presenter(s) Name & Title: Greg Lanning, Public Works Director Jay Valentine, Internal Services Manager Darren Starr, Streets and Solid Waste Manager |

Executive Summary:

This request is for the purchase of up to 900 tons of hot mix asphalt for the Streets Division to be used for road work and repairs in 2015.

Background, Analysis and Options:

Each year the City’s Streets Division is required to pave, re-pave, and repair numerous streets throughout the City. As part of the City’s utility cuts, pot hole patching, and street repairs needed to prepare for this year’s chip seal program an estimated amount of hot mix was bid out.

In previous years, the City has contracted with only one supplier (the lowest responsive and responsible) for hot mix asphalt. However, there are often times the awarded supplier is unable to fulfill the contract requirements when needed, and the Streets Division then must then utilize the only other source for this product, with no established contract pricing in place.

By awarding contracts based on unit pricing to both suppliers, it ensures that if the primary supplier is unable to fulfill the contract requirements when needed, that the Streets Division has another option to obtain the product at fixed contract pricing.

A formal Invitation for Bid was issued via BidNet (an on-line site for government agencies to post solicitations), advertised in The Daily Sentinel, posted on the City’s website, sent to the Western Colorado Contractors Association (WCCA), and the Grand

Junction Chamber of Commerce. Two companies submitted formal bids, which were found to be responsive and responsible, in the following unit amounts:

| FIRM | LOCATION | COST/TON |
|-------------------------|--------------------|-----------------|
| Elam Construction, Inc. | Grand Junction, CO | \$74.00 |
| United Companies | Grand Junction, CO | \$77.00 |

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

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

Public infrastructure is the foundation for economic development. Access to roads, water, sewer, communication technologies, and electricity are all essential to the economy. Investment in both the infrastructure, equipment, and the operation and maintenance of these structures can expand the productive capacity of on economy.

Providing hot asphalt repair to distressed street areas, pot holes, and utility cuts will help to ensure smooth and safer traffic flow, while extending the life of the roadways and realizing a long term cost savings.

How this item relates to the Economic Development Plan:

This project hits in two areas of emphasis: Public Safety, as the City is repairing street damage to make them safer for the public to drive, and Infrastructure, as this work increases the life of one of the City's most expensive infrastructure, roads.

Board or Committee Recommendation:

There is no board or committee recommendation.

Financial Impact/Budget:

A total of \$84,818 is budgeted this year in the General Fund-Streets Division budget for this purpose. This year's program and contract is not-to-exceed \$84,818.

Legal issues:

If approved, the purchase will be made using a contract which has been reviewed and the form deemed acceptable, by the City Attorney.

Other issues:

No other issues have been identified.

Previously presented or discussed:

This annual purchase was part of the budget review process.

Attachments:

None.



Date: February 17, 2015
 Author: D. Paul Jagim
 Title/ Phone Ext: Transportation
Engineer, ext 1542
 Proposed Schedule: March 4, 2015
 2nd Reading (if applicable): N/A
 File # (if applicable): N/A

Attach 3
CITY COUNCIL AGENDA ITEM

| |
|--|
| Subject: Purchase of Traffic Striping Paint for 2015 |
| Action Requested/Recommendation: Authorize the City Purchasing Division to Enter into a Purchase Order with Ennis Paint, Dallas, TX for the 2015 Traffic Striping Paint in the Amount of \$73,220 |
| Presenter(s) Name & Title: Greg Lanning, Public Works Director Jay Valentine, Internal Services Manager |

Executive Summary:

The City’s Transportation Engineering Division is responsible for applying 8,750 gallons of white and yellow paint each year; striping 600+ miles of City streets and state highways. Utilizing the Colorado Department of Transportation’s (CDOT’s) contract prices, the City is able to take advantage of volume discounts and obtain the best unit prices.

Background, Analysis and Options:

In addition to striping City streets, the Division also stripes several state highways under contract to CDOT and will continue this activity. Striping activity is tentatively scheduled to begin by the end of April and continues through September, depending on chip seal and construction projects. Striping objectives include:

- ✓ Striping 600+ lane miles of streets twice each year to maintain lines with good visibility and reflectivity for night driving.
- ✓ Stripe and mark new City construction projects.
- ✓ Re-striping chip-sealed streets and pavement overlays as soon as possible to provide positive guidance for motorists.
- ✓ Maintaining City parking lot striping, as needed.
- ✓ Conduct striping and marking activities in a safe and efficient manner that protects the transportation division staff and the public.

The 2015 traffic striping paint purchase includes 5,000 gallons of yellow paint and 3,750 gallons of white paint. The paint is delivered in 250 gallon totes. The City of Grand Junction purchases the traffic paint in conjunction with CDOT’s purchase contract, at the same unit prices that CDOT pays. The 2015 unit price for white paint is \$8.74 per gallon and \$8.09 per gallon for yellow paint, which is the same as the 2014 unit prices. The unit prices from CDOT’s purchase contract compare favorably to those available in conjunction with the Multiple Assembly of Procurement Officials (MAPO) contract

prices, which are \$9.99 per gallon for white and \$9.48 per gallon for yellow. Purchasing the paint in conjunction with CDOT's contract will be \$11,642 less than if purchased using MAPO pricing.

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

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

Street striping provides positive guidance and information to street users by delineating lanes and providing good visibility and retro-reflectivity for night and adverse weather conditions.

How this item relates to the Economic Development Plan:

Policy 1.4 Providing Infrastructure that Enables and Supports Private Investment

This purchase relates to the Economic Development Plan by maintaining the safe and efficient use of the City's street network, which in turn enables and supports private investment.

Board or Committee Recommendation:

There is no board or committee recommendation.

Financial Impact/Budget:

Funds for this purchase are budgeted in the General Fund Transportation Engineering Division.

Legal issues:

If approved, the purchase will be made using a contract which has been reviewed and the form deemed acceptable, by the City Attorney.

Other issues:

There are no other issues.

Previously presented or discussed:

This item has not been previously presented or discussed.

Attachments:

None.



Date: 2/10/2015
 Author: Doug Jones
 Title/ Phone Ext: Golf
Superintendent/ 3839
 Proposed Schedule: March 4, 2015
 2nd Reading
 (if applicable): _____
 File # (if applicable): _____

Attach 4
CITY COUNCIL AGENDA ITEM

| |
|--|
| Subject: Purchase of Jacobsen 322 Triplex Greens Mowers |
| Action Requested/Recommendation: Approve the Sole Source Purchase of Two Jacobsen 322 Triplex Greens Mowers in the Amount of \$68,276 |
| Presenter(s) Name & Title: Rob Schoeber, Parks and Recreation Director Jay Valentine, Internal Services Manager |

Executive Summary:

This request will replace 10 walking greens mowers with 2 riding mowers, while maintaining the same quality cut that is provided by the walking mowers. Mowers will be located at each Lincoln Park and Tiara Rado golf courses.

Background, Analysis and Options:

For many years, Grand Junction Parks and Recreation has utilized walk behind greens mowers as they provide a superior cut to traditional triplex mowers. Recently, Jacobsen has been able to duplicate this preferred cut in a riding model. Jacobsen is the only manufacturer that has been able to duplicate the same quality cut as the walk behind mowers. They have done this by matching the frequency of the cut with the speed of the mower. The faster the frequency of the cut, the more grass is cut, less ball friction, and smoother greens. The reels on this new model are also able to move horizontally, which eliminates the issues with 'mower rings' around the greens.

The addition of these two mowers will allow for more efficient utilization and cost savings to the golf division. Currently, it requires 16 man-hours and 5 gallons of fuel to complete the mowing with walk behind equipment. The new equipment is estimated to take 5 hours and 1.5 gallons of fuel. This will result in an estimated annual labor efficiency of \$8,000, and savings of 450 gallons of fuel. The new Jacobsen model has also eliminated the hydraulic system, which is a common maintenance issue at golf courses.

If approved, this purchase follows the recent practice of downsizing the overall equipment fleet in the Parks & Recreation Department. The cost of 2 Jacobsen triplex mowers is \$68,276, while the estimate cost to replace 10 walk behind mowers is \$80,000. The equipment will be purchased by C & M Golf and Grounds from Denver, the authorized Jacobsen dealer for Colorado.

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

Goal 10: Develop a system of regional, neighborhood and community parks protecting open space corridors for recreation, transportation and environmental purposes.

This equipment will allow the Parks and Recreation Department to continue to provide the highest level of maintenance on two municipal golf courses, while at the same time reducing the overall equipment fleet and saving operational funds.

How this item relates to the Economic Development Plan:

Policy 1.6 Investing in and Developing Public Amenities

This purchase furthers the investment in critical infrastructure and helps maintain public parks and open space which contributes to making this community an attractive place to live.

Board or Committee Recommendation:

This purchase was discussed and recommended by the fleet review committee.

Financial Impact/Budget:

Funds for this purchase have been accrued and budgeted in the Fleet Services fund.

Legal issues:

If approved, the purchase will be made using a contract which has been reviewed and the form deemed acceptable, by the City Attorney.

Other issues:

No other issues have been identified.

Previously presented or discussed:

This was part of the budget review process.

Attachments:

Sole Source Form

Form A

CITY OF GRAND JUNCTION
SOLE SOURCE JUSTIFICATION FORM

| | |
|--|--|
| Date: <u>1/14/2014</u> | Requested By: <u>Doug Jones</u> |
| Department: <u>Parks & Recreation</u> | Division: <u>Golf</u> |
| Vendor Name: <u>C&M Golf & Grounds</u> | Net Cost Delivered: \$ <u>72,700</u> (Total for 2 units) |

SOLE SOURCE JUSTIFICATION
(INITIAL ALL ENTRIES THAT APPLY)

Material/Service Description: _____

1. _____ - The Vendor is the original equipment manufacturer and there are no regional distributors;
2. - The product, equipment or service requested is clearly superior functionally to all other similar products, equipment or service available from another manufacturer or vendor;
3. _____ - The over-riding consideration for purchase is compatibility or conformity with City-owned equipment in which non-conformance would require the expenditure of additional funds;
4. _____ - No other equipment is available that shall meet the specialized needs of the department or perform the intended function;
5. - Detailed justification is available which establishes beyond doubt that the Vendor is the only source practicably available to provide the item or service required;
6. - Detailed justification is available which proves it is economically advantageous to use the product, equipment or service.

Departmental Approval:

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

Signed: And Slone Name, Per Director Title, 1/29/15 Date

Purchasing Approval:

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

Signed: [Signature] Purchasing Manager Signature, 2/5/15 Date

Final Authorization

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

Signed: _____ City Manager Signature, _____ Date

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

Attach Justification Documentation and Forward to City Purchasing Division

Sole Source Justification for Jacobsen 322 triplex greens mower

If approved, the two Jacobsen 322 triplex greens mowers would replace 10 walking greens mowers that we now have at Lincoln Park and Tiara Rado golf courses.

The cost to replace 10 walking greens mowers would be around \$80,000. The cost to purchase two 322 triplex greens mowers is \$72,700. Other costs savings would be the equivalent reduction of one seasonal employee at each golf course (\$8,000), fuel consumption savings of about 450 gallons a season, and hydraulic oil savings of \$300 per season. C& M Golf & Grounds is the only authorized Jacobsen dealer for Colorado.

Walking greens mowers provide a far superior cut to the traditional triplex riding greens mower and eliminates the mower ring that is common with triplex riding greens mowers. Jacobsen is the only company that has been able to duplicate the walking greens mower cut with a triplex riding greens mower. They have done this by matching the frequency of cut, which is how often a mower blade interacts with a turfgrass blade, with the speed of the mower. The frequency of cut can be adjusted simply by changing a setting in the on-board computer. Faster frequency of cut, more grass cut, less ball roll friction, and smoother greens. So it is very simple to change green speed, which is not the case with other triplex greens mowers. Jacobsen has eliminated the mower ring issue by having reels that can move horizontally, so that the mower pattern can be adjusted with each days mowing. Other features that the mower offers that other triplex greens mowers do not: no hydraulic motors at all, thus no leaks, fewer wearable parts, and swing out mower stabilization arms for easy maintenance of the mowing reels. The Jacobsen 322 has won worldwide awards for innovative design. When demoed at our two courses we were similarly amazed at how spectacularly it performed. The two 322 mowers would be a wonderful addition to our golf courses.





Date: Feb. 20, 2015
 Author: Kathy Portner
 Title/ Phone Ext: Community Services Manager/1420
 Proposed Schedule: March 4, 2015
 2nd Reading
 (if applicable): _____
 File # (if applicable): _____

Attach 5
CITY COUNCIL AGENDA ITEM

| |
|--|
| Subject: Fire Station 4 Alerting System Grant Request |
| Action Requested/Recommendation: Adopt a Resolution Authorizing the City Manager to Submit a Grant Request to the Mesa County Federal Mineral Lease District for the Fire Station 4 Alerting System |
| Presenter(s) Name & Title: Bill Roth, Deputy Fire Chief Jim Finlayson, Information Technology Director |

Executive Summary:

This request is for authorization to submit a request to the Mesa County Federal Mineral Lease District (MCFMLD) for a \$50,000 grant to fund the Alerting System for the Relocated Fire Station 4 on Orchard Mesa. The grant application is due March 8, 2015.

Background, Analysis and Options:

The relocated Fire Station 4 on Orchard Mesa is currently being designed and funds have been budgeted to start construction in 2015. One of the critical components of the fire station is the Alerting System.

In a medical emergency or structure fire one of the most critical components for a successful outcome is reliable communications and rapid response times. The first link of the cycle to get help is most often a telephone call to the communications center. The speed and efficiency of the call handling from receipt, to dispatch, to response is vital. The success of this first link is directly related to both the quality of professional personnel and the technology systems in place.

The City contracted with Low Voltage Installations, Inc. in July of 2012, as part of a competitive RFP process, for the purchase and installation of the First-In Station Alerting System in all five of the City's Fire Stations. The system installation was completed and accepted in August of 2013 and included the existing Fire Station Four facility. The system provides both audio and visual alerts to the station over high speed telecommunication lines and includes a back-up alerting capability via 800 MHz radio transmission.

The First-In Fire Station Alerting System utilizes a series of remote units placed strategically throughout the fire station to notify fire and EMS personnel of an

emergency call in the quickest, safest and most advanced means possible. These remote units are specifically designed to quickly provide critical information, reduce response times and minimize firefighter stress levels.

Approximately \$30,000 worth of equipment from the current Station Four facility will be reused in the new Station Four. The estimated cost for removing the existing equipment from the old station, purchasing the additional equipment needed for the new station, and designing and installing all of the equipment for the Fire Station Alerting System for Fire Station Four is \$52,354. Funding for the alerting system at the new station 4 was included in the original project budget but construction cost estimates are higher than anticipated. The MCFMLD grant has funded station alerting systems for other area fire departments making this request a viable way to assist with the overall project cost.

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

Goal 11: Public facilities and services for our citizens will be a priority in planning for growth.

Policy A: The City will plan for the locations and construct new public facilities to serve the public health, safety and welfare, and to meet the needs of existing and future growth.

The relocated Fire Station 4 will meet the emergency response needs of existing and future growth in the area. The Alerting System is a critical component of the facility.

How this item relates to the Economic Development Plan:

1.6: Investing in and Developing Public Amenities

Goal: Create and maintain a safe community through professional, responsive and cost effective public safety services.

The relocated Fire Station 4 on Orchard Mesa provides coverage to a larger response area and population base, while still maintaining emergency response times. The new location also provides a quicker response to the Pear Park area while planning continues for a long term solution for fire and emergency medical services to the area.

Board or Committee Recommendation:

There is no board or committee recommendation.

Financial Impact/Budget:

The estimated cost of the Alerting System is \$52,354 and the MCFMLD Mini Grant Program can fund up to 100% of a request up to \$50,000. If the final cost of the alerting system exceeds \$50,000 the balance would be funded in the Station 4 project budget.

Legal issues:

If awarded, the grant funding documents shall be reviewed and approved by the City Attorney such that the same are consistent with the Resolution.

Other issues:

No other issues.

Previously presented or discussed:

The proposed relocated Fire Station 4 has been presented and the design and construction cost budgeted.

The original Station Alerting System was presented to Council and the purchase approved on July 18, 2012.

Attachments:

Resolution authorizing application to the Mesa County Federal Mineral Lease District in accordance with the representations made in this report.

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. ___-15

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT REQUEST TO THE MESA COUNTY FEDERAL MINERAL LEASE DISTRICT FOR THE FIRE STATION 4 ALERTING SYSTEM

RECITALS.

The relocated Fire Station 4 on Orchard Mesa is currently being designed and funds have been budgeted to start construction in 2015. One of the critical components of the fire station is the Alerting System.

In a medical emergency or structure fire one of the most critical components for a successful outcome is reliable communications and rapid response times. The first link of the cycle to get help is most often a telephone call to the communications center. The speed and efficiency of the call handling from receipt, to dispatch, to response is vital. The success of this first link is directly related to both the quality of professional personnel and the technology systems in place.

The City contracted with Low Voltage Installations, Inc. in July of 2012, as part of a competitive RFP process, for the purchase and installation of the First-In Station Alerting System in all five of the City's Fire Stations. The system installation was completed and accepted in August of 2013 and included the existing Fire Station Four facility. The system provides both audio and visual alerts to the station over high speed telecommunication lines and includes a back-up alerting capability via 800 MHz radio transmission.

The First-In Fire Station Alerting System utilizes a series of remote units placed strategically throughout the fire station to notify fire and EMS personnel of an emergency call in the quickest, safest and most advanced means possible. These remote units are specifically designed to quickly provide critical information, reduce response times and minimize firefighter stress levels.

Approximately \$30,000 worth of equipment from the current Station Four facility will be reused in the new Station Four. The estimated cost for removing the existing equipment from the old station, purchasing the additional equipment needed for the new station, and designing and installing all of the equipment for the Fire Station Alerting System for Fire Station Four is estimated to be \$52,354. If awarded the grant and the final cost of the system exceeds \$50,000, the City would be responsible for the additional cost.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Grand Junction supports submitting the grant request to the Mesa County Federal Mineral Lease District for \$50,000 for the Fire Station 4 Alerting System, in accordance with and

pursuant to the recitals stated above and authorizes the City Manager to enter into a grant agreement with MCFMLD if the grant is awarded.

Dated this _____ day of _____, 2015.

President of the Council

ATTEST:

City Clerk



Date: Feb. 20, 2015
 Author: Kathy Portner
 Title/ Phone Ext: Community Services Manager/1420
 Proposed Schedule: March 4, 2015
 2nd Reading (if applicable):
 File # (if applicable):

**Attach 6
 CITY COUNCIL AGENDA ITEM**

| |
|---|
| Subject: Wireless Telecommunications Master Plan Grant Request |
| Action Requested/Recommendation: Adopt a Resolution Authorizing the City Manager, on Behalf of the Grand Junction Regional Communication Center, to Submit a Grant Request to the Mesa County Federal Mineral Lease District for a Wireless Telecommunications Master Plan |
| Presenter(s) Name & Title: Jim Finlayson, Information Technology Director |

Executive Summary:

This request is for authorization to submit a request to the Mesa County Federal Mineral Lease District (MCFMLD) for a \$75,000 grant to partially fund a Wireless Telecommunications Master Plan for the Mesa County Regional Communication Center coverage area. The grant application is due March 8, 2015.

Background, Analysis and Options:

Wireless connectivity has become an increasingly important part of internet use. In response, more and more communities are preparing Wireless Telecommunication Master Plans (WTMPs) to help guide the development and construction of wireless infrastructure. The purpose and intent of the WTMP are similar to the goals and objectives of other long-range infrastructure plans, such as roadway improvement and the extension of water and sewer lines. The WTMP for cell sites combines land-use planning strategies with industry accepted radio frequency (RF) engineering standards to create an illustrative planning tool which complements zoning regulations. The WTMP also offers strategies to reduce cell tower infrastructure by promoting collocate wireless deployment opportunities for service providers, thus minimizing tower proliferation.

In addition to the community-wide benefits of the WTMP, the plan will be of significant importance to the Grand Junction Regional Communication Center. First responders throughout Mesa County rely more and more on cellular data communication in the field, as do 911 callers in an emergency situation. NextGen 911 depends on cellular communication and the future FirstNet Public Safety communication will be based on cellular wireless technology. Coverage limitations throughout Mesa County have been identified and planning by the carriers does not prioritize public safety needs.

Benefits of a WTMP are multi-faceted, addressing community, economic development and planning needs, as well as emergency services needs. A comprehensive approach to wireless development will align the needs of wireless broadband service providers with optimal infrastructure solutions that will support government and community objectives, allowing for infrastructure planning and development that will accommodate multiple providers, improve public safety and help to attract and retain residents and businesses.

The estimated cost of the WTMP is \$150,000, with 50% being requested from the MCFMLD and 50% being provided by the Grand Junction Regional Communication Center.

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

Goal 11: Public facilities and services for our citizens will be a priority in planning for growth.

Policy A: The City will plan for the locations and construct new public facilities to serve the public health, safety and welfare, and to meet the needs of existing and future growth.

The Wireless Telecommunications Master Plan will provide a strategy for the development of this important community infrastructure.

How this item relates to the Economic Development Plan:

Goal: Support and facilitate access and expansion of important technological infrastructure in the City.

The Wireless Telecommunications Master Plan supports several of the action steps including:

- Identify core commercial and industrial areas in the city and work with providers to identify broadband capabilities and needs in these areas.
- Continue to map cell phone coverage and work with service providers to address deficiencies.
- Review existing regulations to make sure that they are cell tower friendly and incentivize stealth technology.

Board or Committee Recommendation:

The Grand Junction Regional Communication Center Board, at their December 15, 2014, approved moving forward with the Wireless Telecommunications Master Plan and providing the local funding.

Financial Impact/Budget:

Matching funds for this grant are budgeted in the Communications Center Fund.

Legal issues:

If awarded, the grant funding documents shall be reviewed and approved by the City Attorney such that the same are consistent with the Resolution.

Other issues:

The MCFMLD staff has advised that the City can be the applicant on behalf of the Communication Center and still be eligible for grant funding on a City specific project.

Previously presented or discussed:

The Wireless Telecommunications Master Plan was discussed at the City Council Retreat on January 16, 2015 and at the City Council workshop on January 19, 2015 in the context of the broadband discussion.

Attachments:

Resolution authorizing application to the Mesa County Federal Mineral Lease District in accordance with the representations made in this report.

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. ____-15

A RESOLUTION AUTHORIZING THE CITY MANAGER, ON BEHALF OF THE GRAND JUNCTION REGIONAL COMMUNICATION CENTER, TO SUBMIT A GRANT REQUEST TO THE MESA COUNTY FEDERAL MINERAL LEASE DISTRICT FOR A WIRELESS TELECOMMUNICATIONS MASTER PLAN

RECITALS.

Wireless connectivity has become an increasingly important part of internet use. In response, more and more communities are preparing Wireless Telecommunication Master Plans (WTMPs) to help guide the development and construction of wireless infrastructure. The purpose and intent of the WTMP are similar to the goals and objectives of other long-range infrastructure plans, such as roadway improvement and the extension of water and sewer lines. The WTMP for cell sites combines land-use planning strategies with industry accepted radio frequency (RF) engineering standards to create an illustrative planning tool which complements zoning regulations. The WTMP also offers strategies to reduce cell tower infrastructure by promoting collocate wireless deployment opportunities for service providers, thus minimizing tower proliferation.

In addition to the community-wide benefits of the WTMP, the plan will be of significant importance to the Grand Junction Regional Communication Center. First responders across Mesa County rely more and more on cellular data communication in the field, as do 911 callers in an emergency situation. NextGen 911 depends on cellular communication and the future FirstNet Public Safety communication will be based on cellular wireless technology. Coverage limitations throughout Mesa County have been identified and planning by the carriers does not prioritize public safety needs.

Benefits of a WTMP are multi-faceted, addressing community, economic development and planning needs, as well as emergency service needs. A comprehensive approach to wireless development will align the needs of wireless broadband service providers with optimal infrastructure solutions that will support government and community objectives, allowing for infrastructure planning and development that will accommodate multiple providers, improve public safety and help to attract and retain residents and businesses.

The estimated cost of the WTMP is \$150,000, with 50% being requested from the MCFMLD and 50% being provided by the Grand Junction Regional Communication Center.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Grand Junction supports submitting the grant request, on behalf of the Grand Junction Regional Communication Center, to the Mesa County Federal Mineral Lease District for \$75,000 for the Wireless Telecommunications Master Plan, in accordance with and

pursuant to the recitals stated above and authorizes the City Manager to enter into a grant agreement with MCFMLD if the grant is awarded.

Dated this _____ day of _____, 2015.

President of the Council

ATTEST:

City Clerk



Attach 7

CITY COUNCIL AGENDA ITEM

Date: 1/27/15
 Author: Shelly Dackonish, Senior Staff Attorney
 Title/ Phone Ext: x4042
 Proposed Schedule: March 4, 2015
 2nd Reading: N/A
 File # (if applicable): N/A

| |
|--|
| Subject: Dissolution of Redlands Mesa Metropolitan District |
| Action Requested/Recommendation: Adopt Resolution Consenting to Dissolution of the Redlands Mesa Metropolitan District and Agreeing to Termination of the Intergovernmental Agreement and Service Plan If and When the District is Dissolved by Order of the District Court |
| Presenter(s) Name & Title: John Shaver, City Attorney |

Executive Summary:

The board of directors of the Redlands Mesa Metropolitan District has determined it is appropriate to dissolve the District due to lack of activity and requests the consent of the City Council to do so. The board also requests the City Council to agree to termination of the Service Plan and of the Intergovernmental Agreement between the Redlands Mesa Metropolitan District and the City of Grand Junction if and when the District is dissolved by order of the District Court.

Background, Analysis and Options:

The Redlands Mesa Metropolitan District (District) is a quasi-municipal corporation and political subdivision organized pursuant to the Special District Act, C.R.S. §32-1-101, *et seq.* The District boundaries include approximately 65.925 acres of real property wholly located within the City of Grand Junction. The District was created on December 8, 2008 to acquire, construct, install, and maintain certain development improvements and to provide services including street improvements; parks and recreation facilities; water, sanitation, transportation and television and relay facilities; mosquito control; and safety and fire protection. However, more than six years later, the District has no financial obligations and no assets; likewise, the District provides no services, nor does it intend to provide any services in the future. As a practical matter, the District has been inactive since its formation. The District’s board of directors has determined dissolution to be in the best interests of the District (see attached Resolution of the Board of Directors).

The vast majority of the real property within the district boundaries is owned by BrightStar Redlands Mesa Investment LLC (BrightStar) and is undeveloped. Developed property within the District boundaries is in the area platted as Redlands

Mesa Filing 9 (“Filing 9”). The infrastructure serving properties in Filing 9 were constructed by BrightStar. Those properties are served by a private street in a Tract owned and maintained by the Redlands Mesa Master Association. The water service is through Ute Water, and the sewer mains were inspected and accepted by the City in accordance in the normal development review process outlined in the Zoning and Development Code. The public infrastructure was not constructed by the District and the District does not own or have maintenance responsibilities for it.

There are three landowners other than BrightStar who own subdivided lots within the district boundaries (all in Filing 9): Gregory L. Coren and Jean M. Coren, Michael G. Zabrzebski and Peggy E. Zagrzebski, and Luckett Z, LLC. Each property owner, as well as the Redlands Mesa Master Association, has consented to the dissolution of the District (see Consents, attached).

The District desires to petition the District Court for dissolution. Because the dissolution process is simplified where the City consents, the District board seeks the City Council’s consent to dissolution.

The City Council, by Resolution No. 116-08, approved a Service Plan for the District and authorized the City to enter into an Intergovernmental Agreement (IGA) with the District governing the District and City’s relationship and relative responsibilities. (IGA and Service Plan are attached.) The District’s board of directors also asks the City to agree to termination of the IGA and Service Plan upon dissolution of the District by the Court.

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

Dissolution of the District has no bearing upon the Comprehensive Plan. Development of the area can still occur as contemplated by the Comprehensive Plan; it will just be financed differently without a metropolitan district, for example, by the developer as occurred with Filing 9.

How this item relates to the Economic Development Plan:

Dissolution of the District does not relate directly to the Economic Development Plan.

Board or Committee Recommendation:

See attached Resolution of the Board of Directors of the Redlands Mesa Metropolitan District.

Financial Impact/Budget:

None identified.

Legal issues:

State statute governs dissolution of special districts. The Metropolitan District can only be dissolved by action of the District Court in accordance with the Special District Act,

C.R.S. §32-1-101, *et seq.* The Board's attorneys will file a petition for dissolution with the District Court. The Board seeks the City's consent for purposes of the court proceedings.

The Service Plan for the Redlands Mesa Metropolitan District (attached) contains the following regarding dissolution of the District:

IX. DISSOLUTION

Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file a petition in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

In this case, there is no outstanding indebtedness or other outstanding financial obligation of the District. Although the purposes of the District have not been accomplished, because it never became active, dissolution would not be inappropriate.

Other issues:

The proposed Resolution provides that the City agrees that the Service Plan and IGA will be terminated automatically on the effective date of the court order dissolving the District.

Previously presented or discussed:

This has not been presented previously.

Attachments:

Consent of owners of property within the District boundaries:

Redlands Mesa Master (Homeowners') Association
BrightStar Redlands Mesa Investment, LLC
Gregory L. Coren and Jean M. Coren
Michael G. Zabrzebski and Peggy E. Zagrzebski
Lockett Z LLC

Resolution of the Board of Directors of the Redlands Mesa Metropolitan District
Affidavit of David Weckerly, Redlands Mesa Metropolitan District Board President
Intergovernmental Agreement Between the City of Grand Junction and the Redlands Mesa Metropolitan District
Service Plan for Redlands Mesa Metropolitan District
Proposed Resolution

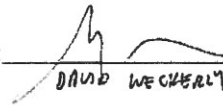
**CONSENT TO DISSOLUTION
OF THE
REDLANDS MESA METROPOLITAN DISTRICT**

Redlands Mesa Master Association, a Colorado nonprofit corporation, hereby consents to the dissolution of the Redlands Mesa Metropolitan District.

DATED this 14th day of JANUARY, 2014.

REDLANDS MESA MASTER
ASSOCIATION, a Colorado nonprofit
corporation

By: _____



DAVID WECKERT, President

**CONSENT TO DISSOLUTION
OF THE
REDLANDS MESA METROPOLITAN DISTRICT**

BrightStar Redlands Mesa Investment LLC, a Delaware limited liability company ("Brightstar"), owns real property within the Redlands Mesa Metropolitan District (the "District") and hereby consents to the dissolution of the District.

DATED this 14th day of September, 2014.

BRIGHTSTAR REDLANDS MESA
INVESTMENT LLC, a Delaware limited
liability company

By: 
David Weckerly, Managing Consultant

**CONSENT TO DISSOLUTION
OF THE
REDLANDS MESA METROPOLITAN DISTRICT**

Gregory L. Coren and Jean M. Coren own Lot 3, Redlands Mesa Filing 9, also known as 355 W. Ridges Boulevard, Grand Junction, Colorado 81507, within the Redlands Mesa Metropolitan District (the "District") and hereby consent to the dissolution of the District.

DATED this 5 day of January, 2015.



Gregory L. Coren



Jean M. Coren

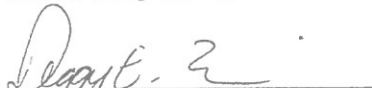
**CONSENT TO DISSOLUTION
OF THE
REDLANDS MESA METROPOLITAN DISTRICT**

Michael G. Zagrzebski and Peggy E. Zagrzebski own Lot 4, Redlands Mesa Filing 9, also known as 357 W. Ridges Boulevard, Grand Junction, Colorado 81507, within the Redlands Mesa Metropolitan District (the "District") and hereby consent to the dissolution of the District.

DATED this 3 day of January, 2015.



Michael G. Zagrzebski



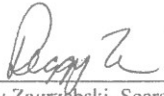
Peggy E. Zagrzebski

**CONSENT TO DISSOLUTION
OF THE
REDLANDS MESA METROPOLITAN DISTRICT**

Lockett Z LLC, a Colorado limited liability company, owns Lots 1, 2, 5, 6 and 7. Redlands Mesa Filing 9, also known as 351, 353, 359, 361 and 363 W. Ridges Boulevard, Grand Junction, Colorado 81507, within the Redlands Mesa Metropolitan District (the "District") and hereby consents to the dissolution of the District.

DATED this 6th day of January, 2015.

Lockett Z LLC, a Colorado limited liability company

By: 
Peggy Zagrzebski, Secretary

RESOLUTION NO. 2015-02-09

**A RESOLUTION OF THE BOARD OF DIRECTORS OF REDLANDS MESA
METROPOLITAN DISTRICT FOR DISSOLUTION**

WHEREAS, the Redlands Mesa Metropolitan District (the "District") is located in Mesa County, Colorado;

WHEREAS, the District has no assets to dispose of, no outstanding financial obligations, and provides no services within its boundaries; and


WHEREAS, the District's Board of Directors (the "Board") has determined that dissolution is in the best interests of the District.

NOW, THEREFORE, be it resolved by the Board, that:

1. The District shall be dissolved in accordance with the Special District Act, C.R.S. §§ 32-1-101, et seq.

ADOPTED AND APPROVED this 9TH day of FEBRUARY, 2015.

REDLANDS MESA METROPOLITAN
DISTRICT

By: 

David Weckerly, President


| | | |
|---|---|--|
| DISTRICT COURT, MESA COUNTY, COLORADO Address: 125 N. Spruce Street Grand Junction, Colorado 81501-5841 | | <p>▼ COURT USE ONLY ▼</p> <p>Case No. 08CV434</p> <p>Div.: 9 Ctrm.</p> |
| IN RE REDLANDS MESA METROPOLITAN DISTRICT | | |
| Attorneys: Andrew H. Teske Nicholas H. Gower | Firm Name: HOSKIN FARINA & KAMPF Professional Corporation 200 Grand Avenue, Suite 400 Post Office Box 40 Grand Junction, Colorado 81502-0040 | |
| Telephone No.: (970) 986-3400 Fax No.: (970) 986-3401 E-mail Address: <u>ateske@hfak.com</u> ; <u>ngower@hfak.com</u> | Attorney Reg.No. 24537; 42801 | |
| AFFIDAVIT OF DAVID WECKERLY | | |

STATE OF)
) ss.
 COUNTY OF)

DAVID WECKERLY, being duly sworn, affirms as follows:

1. I am over the age of 18 years.
2. I am president of Redlands Mesa Metropolitan District's (the "District") Board of Directors.
3. I have personal knowledge of the matters stated in this affidavit or knowledge based on information contained in the District's business records, which are regularly maintained in the ordinary course of the District's business and were made at or near the time of the events recorded therein by persons with knowledge acting under a business duty to prepare the same.
4. Currently, the District has no outstanding financial obligations or bonds.
5. To the extent that the District had any financial obligations to BrightStar Redlands Mesa Investment LLC ("Brightstar"), Brightstar has forgiven such obligations.

Dated this 9th day of February, 2015.




David Weckerly

STATE OF Colorado)
) ss.
COUNTY OF Boulder)

Subscribed and sworn to before me this 9th day of February, 2015, by David Weckerly.

Witness my hand and official seal.

My commission expires: March 13, 2018



Notary Public

**TRACY L. THORN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144011674
MY COMMISSION EXPIRES MARCH 13, 2018**

Intergovernmental Agreement Between the District and Grand Junction

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF GRAND JUNCTION, COLORADO
AND
REDLANDS MESA METROPOLITAN DISTRICT**

THIS AGREEMENT is made and entered into as of this 13th day of February, 2009, by and between the CITY OF GRAND JUNCTION, a home-rule municipal corporation of the State of Colorado ("City"), and REDLANDS MESA METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"). The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District's Service Plan approved by the City on August 18, 2008 ("Service Plan"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement ("Agreement").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The District shall dedicate the Public Improvements (as defined in the Service Plan) to the City or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code.

The District is expected to undertake all ownership, operations and maintenance responsibilities for the Public Improvements that are not conveyed to the City or other governmental entities as appropriate, and will do so either itself or by contract with owner associations as noted above. If the District operates the facilities, revenue to pay the expenses of operations may be obtained from fees legally imposed by the District or other legally available revenues of the District. Whether the facilities are operated directly by District, or are operated by the associations, user fees may be obtained by the District to offset the expenses. User fees for use of recreational facilities may be different for residents of the District than for outside users. Approval of the Service Plan by the City constitutes the City's agreement that the District may perform these functions.

2. Acquisition of Land for Public Improvements and Easements. The District agrees to acquire by easement or plat dedication, or cause the dedication to the City of, all land required by the City for construction of public improvements being provided by the District that will be conveyed to the City. Exceptions must be approved by the City in writing. Failure to comply with this provision shall be deemed to be a material modification of the Service Plan. The District agrees to acquire all land needed by the City for construction of normal street improvements required by the City through dedication by the District's developers. Exceptions must be approved by the City in writing. Failure to acquire all land needed by the City for such construction of street improvements shall be deemed to be a material modification of the Service Plan.

3. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction and in accordance with the requirements of the Approved Development Plan. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

4. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

5. Inclusion. The District shall not include within its boundaries any property outside the Service Area (as defined in the Service Plan) without the prior written consent of the City Council.

6. Monies from Other Governments/Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

7. Total Debt Issuance. The District shall not issue Debt in excess of \$10,000,000.

8. Consolidation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City.

9. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(1) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(2) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt issued with a pledge or which results in a pledge that exceeds the Maximum Debt Mill Levy shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S., and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

10. Dissolution. Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file a petition in the appropriate District Court for dissolution pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

11. Disclosure to Purchasers. The District will use reasonable efforts to assure that all developers of property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, fees, tolls and charges.

12. Service Plan Amendment Requirement. Actions of the District which violate the limitations set forth in the Service Plan or this Agreement shall be deemed to be material modifications to the Service Plan and breaches of this Agreement and the City shall be entitled to all remedies available at law or in equity under State and local law.

13. Annual Report. The District shall be responsible for submitting an annual report to the City Attorney's office no later than August 1st of each year.

I. Report Contents.

The annual report shall include information as to any of the following:

A. Boundary changes made or proposed to the District's boundary as of December 31st of the prior year;

B. Agreements with other governmental entities, either entered into or proposed as of December 31st of the prior year;

C. A list of all facilities and improvements constructed or acquired by the District and those that have been dedicated to and accepted by the City as of December 31st of the prior year;

D. Audit of the District's financial statements for the year ending December 31st of the previous year prepared in accordance with generally accepted accounting principles or audit exemptions, if applicable;

E. Notice of continuing disclosure undertaking for events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument; and

F. Any inability of the District to pay its obligations as they come due in accordance with the term of any Debt instruments, which continue beyond a ninety (90) day period.

14. **Regional Improvements.** The District shall be authorized to coordinate with the City for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Regional Improvements. The District shall also be authorized to contribute a portion of the capital costs and/or operation and maintenance costs of the Regional Improvements, in amounts as will be agreed upon and set forth in an intergovernmental agreement to be entered into between the District and the City.

15. **Maximum Debt Mill Levy.** The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

(3) For any portion of the District's aggregate Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Service Plan; provided that if, on or after January 1, 2008, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes. Such increases or decreases are to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2008, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(4) For any portion the District's aggregate Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

(5) For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 of the Service Plan, so that the District is entitled to pledge to its payment an unlimited *ad valorem* mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S., and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

16. Debt Instrument Disclosure Requirement. In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District. Similar language describing the limitations in respect to the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

17. Security for Debt. The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in the Service Plan. Approval of the Service Plan and this Agreement shall not be construed as a guarantee by the City of payment of any of the District's obligations, nor shall anything in the Service Plan or this Agreement be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

18. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via Federal Express or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: Redlands Mesa Metropolitan District
c/o MaryAnn McGeady
McGeady Sisneros, P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203

To the City: City of Grand Junction
c/o City Attorney
250 N. 5th Street
Grand Junction, CO 81501

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

19. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

20. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

21. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

22. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

23. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

24. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

25. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and

the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

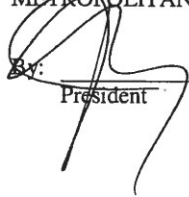
26. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

28. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

29. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

REDLANDS MESA
METROPOLITAN DISTRICT

By:  _____
President

Attest:

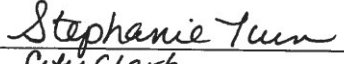
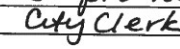


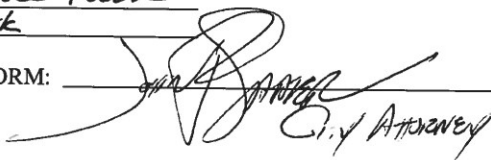
Secretary

CITY OF GRAND JUNCTION, COLORADO

By:  _____
Mayor

Attest:

By: 
Its:  _____
City Clerk

APPROVED AS TO FORM:  _____
City Attorney

SERVICE PLAN

FOR

REDLANDS MESA METROPOLITAN DISTRICT

CITY OF GRAND JUNCTION, COLORADO

Prepared

by

McGeady Sisneros, P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203

Submitted: July 24, 2008

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I. **INTRODUCTION**

A. **Purpose and Intent.**

The District is an independent unit of local government, separate and distinct from the City, as hereinafter defined, and, except as may otherwise be provided for by State, as hereinafter defined, or local law or this Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material manner from the requirements of the Service Plan or intergovernmental agreements between the City and the District. It is intended that the District will provide a part or all of the Public Improvements, as hereinafter defined, for the use and benefit of the inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements.

B. **Need for the District.**

There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project, as hereinafter defined. The District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economical manner possible.

C. **Objective of the City Regarding District's Service Plan.**

The City's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt, as hereinafter defined, to be issued by the District. All Debt is expected to be repaid by taxes, fees, rates and tolls. No debt service mill levy shall be imposed and collected at a level higher than the Maximum Debt Mill Levy, as hereinafter defined, for residential properties. Debt which is issued within these parameters, as further described in the Financial Plan, as hereinafter defined, will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Service Plan is intended to establish both a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only as authorized by an intergovernmental agreement with the City.

It is the intent of the District to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, and if the District has operating functions, to retain only the power necessary to impose and collect taxes or fees to pay for these costs.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on commercial and residential properties. It is the intent

of this Service Plan to assure to the extent possible that no commercial or residential property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District. With regard to Regional Improvements, this Service Plan also provides for the District to pay a portion of the cost of regional infrastructure as part of ensuring that those that benefit from development pay for the associated costs.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means a development plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development of property within the Service Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

Board: means the board of directors of the District.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the District has promised to impose an *ad valorem* property tax mill levy.

City: means the City of Grand Junction, Colorado.

City Code: means the City Code of the City of Grand Junction, Colorado.

City Council: means the City Council of the City of Grand Junction, Colorado.

District: means Redlands Mesa Metropolitan District.

District Boundaries: means the boundaries of the area described in the District Boundary Map.

District Boundary Map: means the map attached hereto as Exhibit C, describing the District's boundaries.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Financial Plan: means the Financial Plan of the District as described in Section VII, which describes (i) how the Public Improvements are to be financed; (ii) how the Debt is

expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VII.C below.

Project: means the development or property commonly referred to as Redlands Mesa.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the Service Area as determined by the Board of the District.

Regional Improvements: means the redevelopment of the area known as the Painted Bowl, in connection with which the District will work collaboratively with the City to develop plans and to determine the sum of money that the District shall contribute toward the redevelopment.

Service Area: means the property within the District Boundary Map.

Service Plan: means this service plan for the District as approved by City Council.

Service Plan Amendment: means an amendment to the Service Plan as approved by City Council in accordance with the City's ordinance and the applicable state law.

Special District Act: means Section 32-1-101, *et seq.*, of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

III. BOUNDARIES

The area of the District Boundaries includes approximately 65.925 acres. A legal description of the District Boundaries is attached hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. A map of the District Boundaries is attached hereto as **Exhibit C**.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately 65.925 acres of residential land. The current assessed valuation of the Service Area is \$-0- for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the District at build-out is estimated to be approximately five hundred (500) people.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units

identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Special District Act and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. Operations and Maintenance Limitation. The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. It is not the District's intention to own any Public Improvements that are of the type that would normally be dedicated to the City. The District shall dedicate the Public Improvements to the appropriate jurisdiction in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code.

Those Public Improvements that are not conveyed to the City, or other governmental entities as appropriate, will be conveyed to the owners association. With regard to those Public Improvements that will be dedicated to the owners association, the District shall undertake the operations and maintenance responsibilities for the improvements until such time as they are accepted by the owners association. During the period that District operates such facilities, revenue to pay the expenses of operations may be obtained from fees legally imposed by the District or other legally available revenues of the District. User fees for use of recreational facilities may be different for residents of the District than for outside users. Approval of this Service Plan by the City constitutes the City's agreement that the District may perform these functions.

2. Acquisition of Land for Public Improvements and Easements. The District agrees to acquire by easement or plat dedication, or cause the dedication to the City of all land required by the City for construction of public improvements being provided by the District that will be conveyed to the City. Exceptions must be approved by the City in writing. Failure to comply with this provision shall be deemed to be a material modification of this Service Plan.

3. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City or other governmental entities having proper jurisdiction. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

4. Privately Placed Debt Limit: Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

5. Inclusion Limitation. The District shall not include within its boundaries any property outside the Service Area without the prior written consent of the City Council.

6. Total Debt Issuance Limitation. The District shall not issue Debt in excess of \$10,000,000.

7. Monies from Other Governments/Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

8. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City.

9. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, have been established under the authority of the City to approve a Service Plan with conditions, pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S., and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

10. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth in this Service Plan or an intergovernmental agreement shall be deemed to be material modifications to this Service Plan and breaches of such intergovernmental agreement, and the City shall be entitled to all remedies available at law or in equity under State and local law.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the District, to be more specifically defined in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately \$10,000,000.

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

VI. REGIONAL IMPROVEMENTS

The District shall be authorized to coordinate with the City for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Regional Improvements. The District shall also be authorized to contribute a portion of the capital costs and/or operation and maintenance costs of the Regional Improvements, in amounts as will be agreed upon and set forth in an intergovernmental agreement to be entered into between the District and the City. Such intergovernmental agreement will be separate and distinct from the intergovernmental agreement which is attached hereto as **Exhibit D**. The District shall fund its contribution to the Regional Improvements from Bond proceeds.

VII. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed \$10,000,000 and shall be permitted to be issued on a schedule and in such year or years as the District determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All bonds and other Debt issued by the District may be payable from any and all legally available revenues

of the District, including general *ad valorem* taxes to be imposed upon all taxable property within the District. The District will also rely upon various other revenue sources authorized by law. These will include the power to assess fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

1. For any portion of the District's aggregate Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 below; adjusted to account for changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement. The mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that, to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2008, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

2. For any portion of the District's aggregate Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

3. For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 above, so that the District is entitled to pledge to its payment an unlimited *ad valorem* mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S., and all other requirements of State law.

D. Debt Repayment Sources.

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the District's discretion, these may include the power to assess fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(I), C.R.S., as amended from time to time. In no event shall the debt service mill levy in the District exceed the Maximum Debt Mill Levy.

E. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District. Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

F. Security for Debt.

The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

G. TABOR Compliance.

The District will comply with the provisions of TABOR. In the discretion of the Board, the District may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the District will remain under the control of the District's Board.

H. District's Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, is part of the estimated cost of Public Improvements, which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year's operating budget for the District is anticipated to be approximately \$60,000 and will be derived from property taxes, developer advances and other revenues.

The Maximum Debt Mill Levy for the repayment of Debt shall not apply to the District's ability to increase its mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users.

VIII. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the City Attorney's office no later than August 1st of each year.

B. Report Contents.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31st of the prior year.
2. Agreements with other governmental entities, either entered into or proposed as of December 31st of the prior year.
3. A list of all facilities and improvements constructed or acquired by the District and those that have been dedicated to and accepted by the City as of December 31st of the prior year.
4. Audit of the District's financial statements, for the year ending December 31st of the previous year, prepared in accordance with generally accepted accounting principles or audit exemptions, if applicable.
5. Notice of continuing disclosure undertaking for events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.
6. Any inability of the District to pay its obligations as they come due in accordance with the terms of and Debt instruments, which continue beyond a ninety (90) day period.

IX. DISSOLUTION

Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file a petition in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event

shall a dissolution occur until the District has provided for the payment or discharge of all its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

X. DISCLOSURE TO PURCHASERS

The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, fees, tolls and charges.

XI. INTERGOVERNMENTAL AGREEMENT

The form of the intergovernmental agreement is attached hereto as **Exhibit D**. The District shall approve the intergovernmental agreement in the form attached as **Exhibit D** within ninety (90) days of the date of organization. Failure of the District to execute the intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the intergovernmental agreement in the form attached as **Exhibit D** at the public hearing approving the Service Plan. The intergovernmental agreement may be amended by mutual agreement of the City and District, which amendment shall not require this Service Plan to be amended. In the event of conflict between the intergovernmental agreement and this Service Plan, the intergovernmental agreement shall govern.

XII. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
2. The existing service in the area to be served by the District is inadequate for present and projected needs;
3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries;
4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis; and
5. Adequate service is not, and will not be, available to the area through the City or county or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis;
6. The facility and service standards of the District are compatible with the facility and service standards of the City within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.;

-
7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code;
 8. The proposal is in compliance with any duly adopted City, regional or state long-range water quality management plan for the area; and
 9. The creation of the District is in the best interests of the area proposed to be served.

EXHIBIT A
Legal Description

(0012M01.DOC v.2)

EXHIBIT A

PROPERTY DESCRIPTION

Block 8 of Redlands Mesa Filing 1, according to the plat recorded at Reception No. 1957570, County of Mesa, Colorado.

Block 9 of Redlands Mesa Filing 1, according to the plat recorded at Reception No. 1957570, County of Mesa, Colorado.

Block 3 of Redlands Mesa Filing 1 Replat according to the plat recorded at Reception No. 2103247, County of Mesa, Colorado, EXCEPT that parcel conveyed to the City of Grand Junction in Book 2823 at Page 961 of the Mesa County records.

Block 2, Redlands Mesa Filing 7, according to the Final Plat thereof recorded February 23, 2006 at Reception No. 2303274 in the Office of the Clerk and Recorder of Mesa County, Colorado.

EXHIBIT B
Vicinity Map

(00124181.DOC v2)

EXHIBIT B

LOCATION MAP FOR
REDLANDS MESA

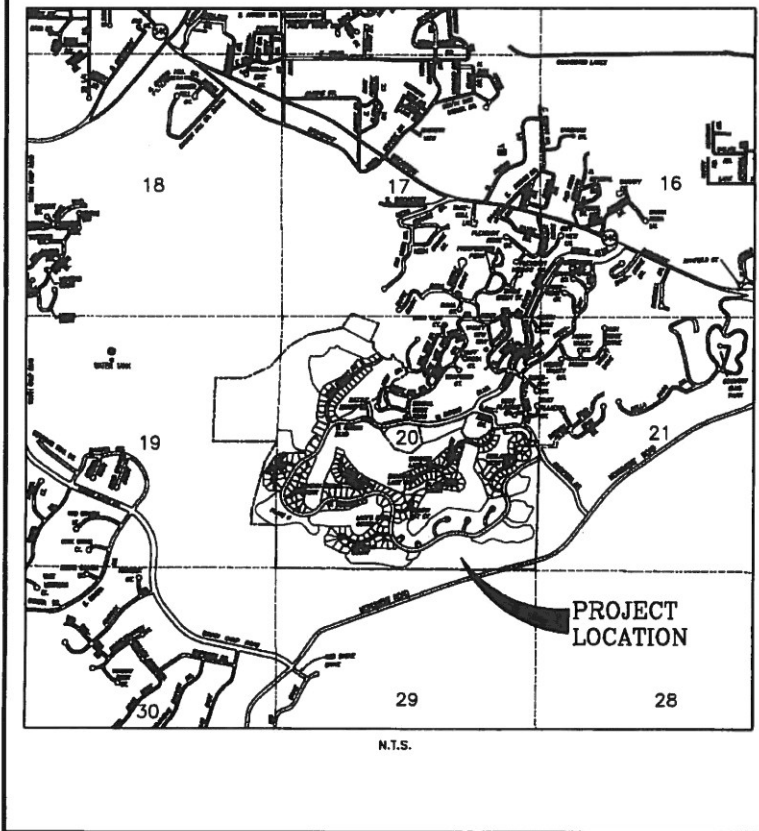
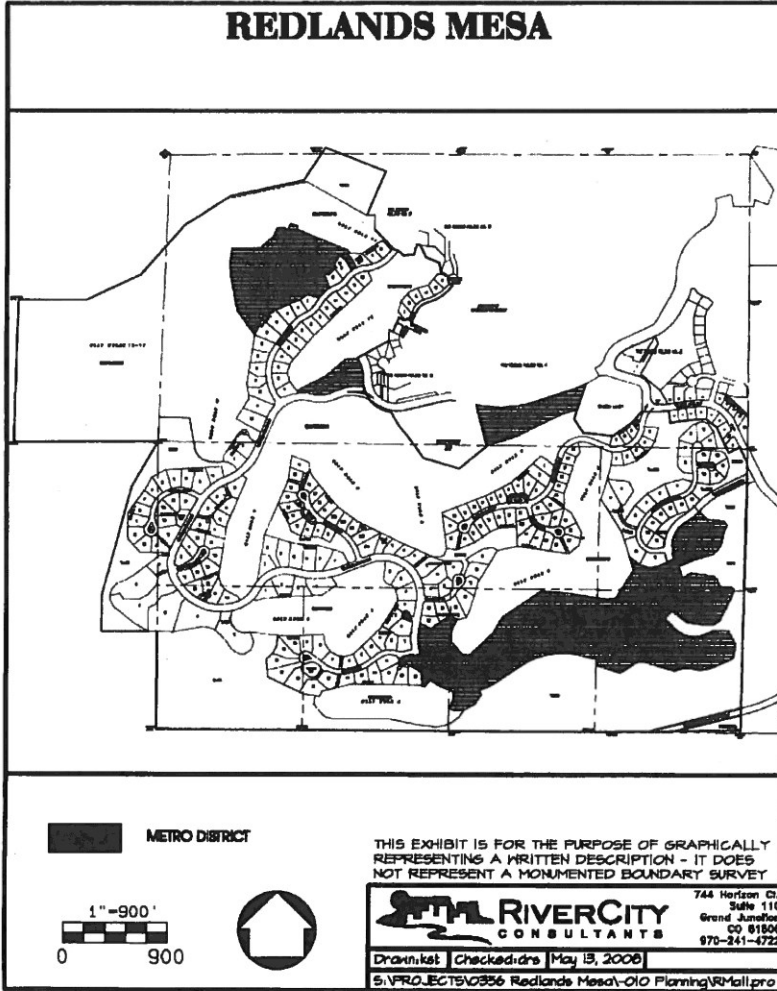


EXHIBIT C
District Boundary Map

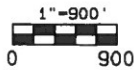
{00124181.DOC v.2}

EXHIBIT C

REDLANDS MESA



 METRO DISTRICT



THIS EXHIBIT IS FOR THE PURPOSE OF GRAPHICALLY REPRESENTING A WRITTEN DESCRIPTION - IT DOES NOT REPRESENT A MONUMENTED BOUNDARY SURVEY

RIVERCITY
CONSULTANTS

744 Horizon Ct.
Suite 110
Grand Junction
CO 81508
970-241-4722

Drawn by: Checked by: May 13, 2008
S:\PROJECTS\0356 Redlands Mesa\010 Planning\RMall.pro

ANNEX D

Intergovernmental Agreement



{012NBI.DOC v2}

EXHIBIT D

Intergovernmental Agreement Between the District and Grand Junction

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF GRAND JUNCTION, COLORADO
AND
REDLANDS MESA METROPOLITAN DISTRICT**

THIS AGREEMENT is made and entered into as of this ____ day of _____, _____, by and between the CITY OF GRAND JUNCTION, a home-rule municipal corporation of the State of Colorado ("City"), and REDLANDS MESA METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"). The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District's Service Plan approved by the City on _____ ("Service Plan"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement ("Agreement").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. **Operations and Maintenance.** The District shall dedicate the Public Improvements (as defined in the Service Plan) to the City or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code.

The District is expected to undertake all ownership, operations and maintenance responsibilities for the Public Improvements that are not conveyed to the City or other governmental entities as appropriate, and will do so either itself or by contract with owner associations as noted above. If the District operates the facilities, revenue to pay the expenses of operations may be obtained from fees legally imposed by the District or other legally available revenues of the District. Whether the facilities are operated directly by District, or are operated by the associations, user fees may be obtained by the District to offset the expenses. User fees for use of recreational facilities may be different for residents of the District than for outside

users. Approval of the Service Plan by the City constitutes the City's agreement that the District may perform these functions.

2. Acquisition of Land for Public Improvements and Easements. The District agrees to acquire by easement or plat dedication, or cause the dedication to the City of, all land required by the City for construction of public improvements being provided by the District that will be conveyed to the City. Exceptions must be approved by the City in writing. Failure to comply with this provision shall be deemed to be a material modification of the Service Plan. The District agrees to acquire all land needed by the City for construction of normal street improvements required by the City through dedication by the District's developers. Exceptions must be approved by the City in writing. Failure to acquire all land needed by the City for such construction of street improvements shall be deemed to be a material modification of the Service Plan.

3. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction and in accordance with the requirements of the Approved Development Plan. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

4. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

5. Inclusion. The District shall not include within its boundaries any property outside the Service Area (as defined in the Service Plan) without the prior written consent of the City Council.

6. Monies from Other Governments/Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This section shall not apply to

specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

7. Total Debt Issuance. The District shall not issue Debt in excess of \$10,000,000.

8. Consolidation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City.

9. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt issued with a pledge or which results in a pledge that exceeds the Maximum Debt Mill Levy shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S., and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

10. Dissolution. Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file a petition in the appropriate District Court for dissolution pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

11. Disclosure to Purchasers. The District will use reasonable efforts to assure that all developers of property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, fees, tolls and charges.

12. Service Plan Amendment Requirement. Actions of the District which violate the limitations set forth in the Service Plan or this Agreement shall be deemed to be material modifications to the Service Plan and breaches of this Agreement and the City shall be entitled to all remedies available at law or in equity under State and local law.

13. Annual Report. The District shall be responsible for submitting an annual report to the City Attorney's office no later than August 1st of each year.

(a.) Report Contents.

The annual report shall include information as to any of the following:

- (i) Boundary changes made or proposed to the District's boundary as of December 31st of the prior year;
- (ii) Agreements with other governmental entities, either entered into or proposed as of December 31st of the prior year;
- (iii) A list of all facilities and improvements constructed or acquired by the District and those that have been dedicated to and accepted by the City as of December 31st of the prior year;
- (iv) Audit of the District's financial statements for the year ending December 31st of the previous year prepared in accordance with generally accepted accounting principles or audit exemptions, if applicable;
- (v) Notice of continuing disclosure undertaking for events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument; and
- (vi) Any inability of the District to pay its obligations as they come due in accordance with the term of any Debt instruments, which continue beyond a ninety (90) day period.

14. **Regional Improvements.** The District shall be authorized to coordinate with the City for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Regional Improvements. The District shall also be authorized to contribute a portion of the capital costs and/or operation and maintenance costs of the Regional Improvements, in amounts as will be agreed upon and set forth in an intergovernmental agreement to be entered into between the District and the City.

15. **Maximum Debt Mill Levy.** The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

- (a) For any portion of the District's aggregate Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Service Plan; provided that if, on or after January 1, 2008, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes. Such increases or decreases are to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2008, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) For any portion the District's aggregate Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

(c) For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 of the Service Plan, so that the District is entitled to pledge to its payment an unlimited *ad valorem* mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S., and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

16. **Debt Instrument Disclosure Requirement.** In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District. Similar language describing the limitations in respect to the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

17. **Security for Debt.** The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in the Service Plan. Approval of the Service Plan and this Agreement shall not be construed as a guarantee by the City of payment of any of the District's obligations, nor shall anything in the Service Plan or this Agreement be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

18. **Notices.** All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via Federal Express or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: Redlands Mesa Metropolitan District

To the City: City of Grand Junction

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

19. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

20. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

21. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

22. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

23. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

24. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

25. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

26. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

28. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

29. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

REDLANDS MESA
METROPOLITAN DISTRICT

By: _____
President

Attest:

Secretary

CITY OF GRAND JUNCTION, COLORADO

By: _____
Mayor

Attest:

By: _____
Its: _____

APPROVED AS TO FORM: _____

RESOLUTION NO. _____

A RESOLUTION CONSENTING TO DISSOLUTION OF THE REDLANDS MESA METROPOLITAN DISTRICT AND AGREEING TO TERMINATION OF THE INTERGOVERNMENTAL AGREEMENT AND SERVICE PLAN IF AND WHEN THE DISTRICT IS DISSOLVED BY ORDER OF THE DISTRICT COURT

RECITALS

The Redlands Mesa Metropolitan District (District) is a quasi-municipal corporation and political subdivision organized pursuant to the Special District Act, C.R.S. §§ 32-1-101, et seq. (the Act).

The City Council approved, by Resolution No. 116-08, an Intergovernmental Agreement which was entered into by the City and the District on February 13, 2009, and a Service Plan governing the District's rights and obligations.

The District encompasses approximately 65.925 acres wholly located within the boundaries of the City of Grand Junction (the City).

The District has never issued any general obligation or revenue debt or incurred any financial obligations other than an agreement to repayment to BrightStar Redlands Mesa Investment LLC of attorneys' fees incurred in the formation of the District, which debt has been forgiven by BrightStar. The District has no assets and provides no services.

Most of the area within the District boundaries is undeveloped. The developed area, platted as Redlands Mesa Filing 9, was developed by BrightStar Redlands Mesa Investment, LLC. The public infrastructure was constructed at the developer's expense, and includes a private street, owned and maintained by the Redlands Mesa Master Association, public sewer lines that were inspected and accepted by the City, and water lines administered by Ute Water. The District does not own, operate or maintain any of the infrastructure serving the developed area within the District boundaries.

All owners of property within the District boundaries have consented to the dissolution of the District.

The District's board of directors has determined that dissolution is in the best interests of the District.

No services will be discontinued as a result of the dissolution because the District provides no services and owns no development infrastructure.

NOW, THEREFORE, be it resolved by the City Council, that:

1. The City consents to dissolution of the District in accordance with the Act.

2. The City agrees to termination the Intergovernmental Agreement and Service Plan upon dissolution of the District by a court of competent jurisdiction.

PASSED and ADOPTED this ____ day of March, 2015.

President of the Council

Attest:

City Clerk



Date: March 4, 2015
 Author: Stephanie Tuin
 Title/ Phone Ext: x1511
 Proposed Schedule: March 4, 2015
 2nd Reading (if applicable):
 File # (if applicable):

Attach 8
CITY COUNCIL AGENDA ITEM

| |
|---|
| Subject: Designating the Mesa County Workforce Center as a Federally Recognized Workforce Region |
| Action Requested/Recommendation: Authorize the Mayor to Sign a Letter of Support for the Mesa County Workforce Center to be Designated as its own Standalone Locally Controlled Workforce Region |
| Presenter(s) Name & Title: Tracey Garchar, Director, Mesa County Workforce Center |

Executive Summary:

Mr. Tracey Garchar, Executive Director of the Mesa County Department of Human Services, has requested a letter of support for the Mesa County Workforce Center to be designated as its own standalone locally controlled Workforce Region.

Background, Analysis and Options:

In 2014, the Mesa County Workforce Center served the Grand Junction area by registering 11,797 residents and providing services to 1565 businesses which listed 5,498 jobs. In 1998, the Mesa County Workforce Center opened its doors as a locally controlled Center; however, because of the population size it was not able to be its own standalone Workforce Region and became a part of the 52 county Rural Consortium. With the exception of Mesa and Broomfield, the Workforce Centers in the Rural Consortium are state administered and supervised. This means both employees and decision-making rest with the Colorado Department of Labor and Employment, not at the local level.

There is new federal legislation – the Workforce Innovation and Opportunity Act (WIOA) replacing the previous federal legislation – Workforce Investment Act(WIA). This legislation allows for any local area to request, from the Governor, to be designated as a federally recognized Workforce Region. There are multiple steps to complete for this designation and one of them is to educate and get support from municipal elected officials for this request to the Governor.

The advantages of being a Federally Recognized Region are strong local control in the development of policies and practices specific to Mesa County versus following policies developed specifically for the Rural Consortium, local performance, which drives and determines funding, will stand on its own and be a part of the Consortium aggregate,

there will be more flexibility to quickly and effectively respond to local needs of job seekers and employers, agreements with local partners, such as WCCC, it will be easier to acquire and simpler to administer, any grants or allocations will be available to the local area without the loss of administrative dollars, the delivery of services will reflect the needs of the community and be able to change more quickly and more responsively than state controlled regions, and it is imperative that local control and local program delivery remains the keystone of the Mesa County Workforce Center.

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

The Workforce Center is an integral part of the community growth and development; more so as part of Economic Development, see next section.

How this item relates to the Economic Development Plan:

The Workforce Center plays a key role in supporting local businesses and helping new businesses in filling their work force. The Center is one of the Economic Development Partners.

Board or Committee Recommendation:

There is no board or committee recommendation.

Financial Impact/Budget:

No financial impacts have been identified.

Legal issues:

No legal issues have been identified.

Other issues:

There are no other issues.

Previously presented or discussed:

This was presented and discussed at the March 2, 2015 City Council workshop.

Attachments:

Letter of Support



March 4, 2015

Ms. Toya Paynter, Chair
Colorado Workforce Development Council
633 17th Street, Suite 1200
Denver, CO 80202

Ms. Stephanie Steffens, Director
Colorado Workforce Development Council
633 17th Street, Suite 1200
Denver, CO 80202

Dear Chair Paynter and Director Steffens:

City Council is pleased to provide this support letter for Mesa County's request for designation as its own Federally Recognized Workforce Region.

We have worked with the Mesa County Workforce Center over the years as they provided comprehensive services to both job seekers and employers. Their high level of quality service has made a very positive impact upon our community. And they are a key component of Economic Development in the Region; providing a skilled and trained workforce that meets the needs of businesses now and into the future.

This designation will provide them with the opportunity to expand their service delivery, maximize their funding and continue to create a true "One Stop" Workforce Center. As the most integrated and comprehensive Workforce Center in the state, the Mesa County Workforce Center is truly a model for implementing the new federal legislation, the Workforce Innovation and Opportunity Act. The Workforce Center has earned its designation as a Workforce Region through its performance, community support and its model delivery of services.

Thank you for this opportunity to show our support of the Mesa County Workforce Center and for your consideration of their request for designation.

Sincerely,

Phyllis Norris
Mayor

CITY COUNCIL AGENDA ITEM

Date: March 4, 2015

Author: Rob Bleiberg

Title/ Phone Ext: 263-5442

Proposed Schedule: March 4, 2015

2nd Reading (if applicable):

File # (if applicable):

Subject: Mesa Land Trust GOCO Grant for Acquisition of a Conservation Easement

Action Requested/Recommendation: Authorize Matching Grant Funds of \$25,000 for Acquisition of a Conservation Easement on Working Agricultural Land through Mesa Land Trust and Authorize the Mayor to Sign a Letter of Support for the Project for an Upcoming Grant Request to Great Outdoors Colorado

Presenter(s) Name & Title: Rob Bleiberg, Executive Director, Mesa Land Trust

Executive Summary:

Mesa Land Trust seeks support from the City of Grand Junction to pursue a conservation agreement on a working, multigenerational farm between Palisade and Grand Junction. This funding will be used to leverage local funds in support of a grant application to Great Outdoors Colorado. Ultimately, this conservation work will lead to an increase in the stability of the fruit industry in Palisade which is an economic driver for our community.

Background, Analysis and Options:

Mesa Land Trust has been conserving working farms and ranches in and around Mesa County since for 35 years. Over the past 14 years Mesa Land Trust has partnered successfully with the City of Grand Junction, Mesa County, the City of Fruita and Town of Palisade to conserve important working farms and wildlife habitat between the municipalities. Five years ago Mesa Land Trust embarked on an ambitious goal to preserve 1,000 acre of fruit producing ground in the East Valley. There are currently 3,000 acres in fruit production which is a huge economic driver in Valley (peaches, vineyards, tourism). Outreach conducted by Mesa Land Trust concluded that 1,000 acres of fruit ground is a critical mass of farm ground. By conserving 1,000 acres of fruit ground in Palisade area over 5 years Mesa Land Trust will ensure that the peach and wine industries continue to be an economic driver for this community over the long haul.

The economic impact of the fruit industry has been documented by a handful of studies. Mesa County raises 80% of peaches and 75% of grapes in Colorado which puts Mesa County in the 1/10 of 1% of counties nationally for fruit production. From the peach industry there are approximately \$15M-\$20 million in gross sales annually. The peach industry also supports over 436 jobs (FTE). The wine industry in the state produces over \$144 million in both tourism and wine sales - and over \$100million of this is related to travel and tourism alone.

Through this request Mesa Land Trust will conserve a working agricultural property which is a component of a much larger peach farm operation. This conservation will allow the business to further expand their operations. With \$25k of funding from the City, Mesa Land Trust will seek additional funding from Great Outdoors Colorado and Natural Resources Conservation Services. The City of Fruita and Town of Palisade have committed funds and a request is pending with Mesa County. Over the life of this partnership, for every \$1 invested by local Partners, MLT raised \$5.22 in outside funds, which is over \$10.1 million of outside funding being brought to our community.

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

This project directly addresses Goals of the Comprehensive Plan and helps implement Policies identified in the document.

With its location east of the buffer area on East Orchard Mesa, this project advances Goal 2 of the Comprehensive Plan:

“To maintain community separators (buffer areas) between Grand Junction, Fruita and Palisade which define these distinct communities.”

This project also directly advances Goal 10 of the Comprehensive Plan, which states: “Goal 10: Develop a system of regional, neighborhood and community parks protecting open space corridors for recreation, transportation and environmental purposes.”

This project helps implement Policy B of Goal 10:

B. Preserve areas of scenic and/or natural beauty and, where possible, include these areas in a permanent open space system

The Comprehensive Plan acknowledges the importance growth patterns vis a vis tourism, “How we grow as a community can influence tourism: *“Compact growth helps remove development pressure on orchards and vineyards. Protecting landmarks ensures future visitors enjoy the same beauty as current visitors”* (GJ Comp Plan, page 56)

This project protects the fruit producing lands that constitute one of the most frequently cited reasons tourists visit Grand Junction.

How this item relates to the Economic Development Plan:

This item directly supports the City of Grand Junction’s role in Economic Development as outlined in the Grand Junction Economic Development Plan. Specifically this ties to “Supporting existing businesses and keeping costs transparent predictable and as low as possible” and “Investing in and developing public amenities” and “Marketing the strengths of our community” and helps achieve a number of goals associated with each of these primary roles.

The fruit industry in the East Valley is a valuable contributor to the local economy. The conservation of this farm, and others like it, continues to support this industry by allowing farmers to further invest their businesses including investing in equipment, employee housing, and expanding their operations. Supporting this grant application to

Great Outdoors Colorado would allow a third party (Mesa Land Trust) to pursue a goal on behalf of the City of Grand Junction to advance economic opportunities in the area.

As Grand Junction strives to become “the most livable community west of the Rockies by 2025,” this project fully supports the livability of the area. The peach and wine industry provide amenities to the residents of Grand Junction, including local farm stands, winery tours, festivals that draw outside tourists, and the ever popular Fruit and Wine Scenic Byway. Conserving land along this popular scenic Byway ensures the long term enjoyment of views along the route. The conservation of this property complements the other conservation work and investments made in the landscape aligning with this goal.

Finally, this project supports marketing the strengths of our community. Grand Junction currently is viewed as *the* fruit and wine destination of choice in Colorado, and through conserving the land upon which this industry depends, Mesa Land Trust helps to secure this status for the long term. The dollars invested in the landscape now will result in dollars spent by visitors as the spend time in our community for the foreseeable future.

Board or Committee Recommendation:

This item does not come from a Board or Committee recommendation.

Financial Impact/Budget:

As discussed with City staff, if approved City Council would have the option of funding through Economic Development Contingency or available funds in the General Fund.

Legal issues:

There are no legal issues associated with this item.

Other issues:

There are no other issues with this item.

Previously presented or discussed:

This project was previously presented at the City Council Workshop on March 2, 2015.

Attachments:

None.

CITY COUNCIL AGENDA ITEM

Date: February 11, 2015

Author: Brian Rusche

Title/ Phone Ext:

Senior Planner/4058

Proposed Schedule: 1st Reading:

February 18, 2015

2nd Reading: March 4, 2015

File #: RZN-2014-493

Subject: 2872 Patterson Rezone, Located at 2872 Patterson Road

Action Requested/Recommendation: Adopt Proposed Ordinance Rezoning the Property on Final Passage and Order Publication of the Ordinance in Pamphlet Form.

Presenters Name & Title: Brian Rusche, Senior Planner

Executive Summary:

The applicant requests that the City rezone the property at 2872 Patterson Road from R-O (Residential Office) to MXOC (Mixed Use Opportunity Corridors). The applicant is in the process of creating a site plan for the 1.415 acres in anticipation of future commercial development.

Background, Analysis and Options:

The property located at 2872 Patterson Road includes a single-family residence, constructed in 1949, and detached shop. The property was annexed to the City in 1999. The property was rezoned in 2008 from R-5 (Residential 5 du/ac) to R-O (Residential Office).

The Comprehensive Plan, adopted in 2010, introduced a new Mixed-Use Opportunity Corridor along the entire length of Patterson Road, in order to implement Goal 3 of the Plan, which calls for spreading growth throughout the community. In particular, the Plan calls for the creation of opportunities to reduce trips generated for shopping by providing commercial areas throughout the community.

The current owner met with the City in May 2014 to discuss possible commercial development options for the property, including restaurants. The R-O Zone does not permit restaurants.

Areas within a Mixed Use Opportunity Corridor that are currently zoned for residential purposes may be rezoned for more intense use (including nonresidential uses), provided that Form Districts are utilized and the depth of the lot is at least 150 feet (Grand Junction Municipal Code Section 21.02.140.c.2). The property is approximately 214 feet in depth, excluding right-of-way.

On November 19, 2014 the City Council adopted an amendment to the Zoning and Development Code (ZDC) creating a new form district specifically for use within the Mixed Use Opportunity Corridors. The applicant requests that the City rezone the subject property to this new form district, MXOC (Mixed Use Opportunity Corridors), in anticipation of future commercial development.

See attached staff report for further analysis and options.

Neighborhood Meeting:

The applicant held a Neighborhood Meeting on July 15, 2014 at the Grace Point Church, which is across 28 ¾ Road from the subject property. Only a representative of the church was in attendance.

Upon learning of the proposed zone change, two neighbors have contact the Planner expressing concern about traffic, both current and future, that may impact the intersection of Patterson and 28 ¾ Road, which is the only access to their residences. The applicant has been informed that a Traffic Impact Study will be required prior to any development. The City will gather updated information on existing traffic counts at/near this intersection to aid in this study.

A petition was presented to the Planner after the conclusion of the Planning Commission hearing on February 10, 2015. A copy is attached to this report.

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

Goal 3: The Comprehensive Plan will create ordered and balanced growth and spread future growth throughout the community.

The proposed rezoning of the property will create an opportunity for appropriate “infill” redevelopment of the property in a manner that is consistent with the Comprehensive Plan.

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

The property includes a single-family residence and detached shop. This use can continue until such time as the applicant is ready to move forward with redevelopment of the property.

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

The proposed rezoning of the property will create an opportunity for appropriate commercial development along the corridor that will be accessible to the surrounding residential neighborhoods and the future Matchett Park.

Economic Development Plan:

The purpose of the recently adopted Economic Development Plan is to present a clear plan of action for improving business conditions and attracting and retaining employees. The proposed Rezone meets with the goal and intent of the Economic Development Plan by providing opportunities for new businesses within the community.

Board or Committee Recommendation:

The Planning Commission, by a vote of 5-2, recommended approval at their February 10, 2015 regular meeting.

Financial Impact/Budget:

No direct financial impact on the City budget for this item.

Legal issues:

City Legal Staff has reviewed the requested Rezone application.

Other issues:

No other issues have been identified.

Previously presented or discussed:

First Reading of the Ordinance was on February 18, 2015.

Attachments:

1. Background information
2. Staff report
3. Site Location Map
4. Aerial Photo
5. Comprehensive Plan Future Land Use Map
6. Existing Zoning Map
7. General Project Report
8. Neighborhood Meeting
9. Petition
10. Ordinance

| BACKGROUND INFORMATION | | | | | |
|-------------------------------------|--------------|--|------------|--|-----------|
| Location: | | 2872 Patterson Road | | | |
| Applicant: | | Jim Cagle - Applicant Ciavonne, Roberts and Associates – Representative Benson James Investments LLC - Owner | | | |
| Existing Land Use: | | Single-family residence | | | |
| Proposed Land Use: | | Restaurant(s) and Office(s) | | | |
| Surrounding Land Use: | North | Single-family Residential | | | |
| | South | Vacant Residential property | | | |
| | East | Grace Point Church | | | |
| | West | Matchett Park (Master Plan adopted 2014) | | | |
| Existing Zoning: | | R-O (Residential Office) | | | |
| Proposed Zoning: | | MXOC (Mixed Use Opportunity Corridors) | | | |
| Surrounding Zoning: | North | R-5 (Residential 5 du/ac) | | | |
| | South | PD (Planned Development) – The Legends | | | |
| | East | R-5 (Residential 5 du/ac) | | | |
| | West | CSR (Community Services and Recreation) | | | |
| Future Land Use Designation: | | Residential Medium (4-16 du/ac per Blended Map) Mixed-Use Opportunity Corridor | | | |
| Zoning within density range? | | X | Yes | | No |

Sections 21.02.140 of the Grand Junction Zoning and Development Code:

Zone requests must meet at least one of the following criteria for approval:

(1) Subsequent events have invalidated the original premise and findings;

The Comprehensive Plan, adopted in 2010, designated the future land use of the property as Residential Medium. The Comprehensive Plan also introduced a new Mixed-Use Opportunity Corridor along the entire length of Patterson Road, in order to implement Goal 3 of the Plan, which calls for spreading growth throughout the community. In particular, the Plan calls for the creation of opportunities to reduce trips generated for shopping by providing commercial areas throughout the community.

While the existing zoning of R-O (Residential Office) implements the Residential Medium land use designation, the only zoning that implements the Mixed Use Opportunity Corridor is the Mixed Use Opportunity Corridor (MXOC) form district, established by Ordinance 4646. In order to provide for commercial uses other than office, a rezone to MXOC is required.

This criterion **has** been met.

(2) The character and/or condition of the area has changed such that the amendment is consistent with the Plan;

The character of the entire Patterson Road corridor has changed significantly from when the residence on the subject property was constructed in 1949. Each of the residential subdivisions constructed on either side of Patterson within this segment of the corridor represents successive decades of the growth, along with some years of stagnation, of our community. The designation of Patterson Road as a Mixed Use Opportunity Corridor in 2010 has unlocked some demand for commercial space along the corridor. Examples of recent development along Patterson Road includes the Maverik convenience store at the northwest corner of 29 ½ Road and a Family Dollar general store at the northeast corner of 30 Road.

This criterion **has** been met.

(3) Public and community facilities are adequate to serve the type and scope of land use proposed;

There are public utilities already connected to the existing residence, including potable water provided by Ute Water Conservancy District, sanitary sewer service maintained by the City, and electricity from Grand Valley Power.

The property is adjacent to the southeast corner of the Matchett Park property, with 28 ¾ Road terminating north of Patterson in a corner of the Park. The Matchett Park Master Plan was approved in September 2014.

Commercial uses, including a grocery store, two gas stations, and a bank, are just over one-quarter mile to the east of the subject parcel at the intersection of 29 and Patterson Roads. Three churches are located within one-quarter mile either side of the site. Grand Valley Transit provides bus service along Patterson Road, with a stop in each direction on Patterson within walking distance of the subject property. Fire Station #2 is one-half mile west on Patterson Road.

This criterion **has** been met.

(4) An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use;

This is the first property to be considered for the newly established MXOC (Mixed Use Opportunity Corridors) zone district, which is intended to:

- (1) Create mixed use development(s) along the corridor in a pedestrian-friendly environment while accommodating the more automobile-centric nature of the areas due to the fact that these corridors are primarily along arterial streets;
- (2) Provide a transition from nonresidential to existing neighborhood residential uses, and respect the limitations set forth in GJMC 21.02.140(c)(2);

- (3) Combine access between two or more sites whenever possible to restrict the number of access points along the arterial street; and
- (4) Establish standards for access, parking, delivery and pick-up areas, trash service, signage, building entry, and architecture that reflect the somewhat more automobile-centric nature compared to the other form districts.

Areas within a Mixed Use Opportunity Corridor may be rezoned for more intense use (including nonresidential uses), provided that Form Districts are utilized and the depth of the lot is at least 150 feet (GJMC Section 21.02.140.c.2). The property is approximately 214 feet in depth, excluding right-of-way.

This criterion **has** been met.

(5) The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.

In addition to the rezone criteria of Section 21.02.140(a), Section 21.02.140(c)(2) states that during consideration of the application of a Form District, the City Council shall consider the following:

- (i) *The extent to which the rezoning furthers the goals and policies of the Comprehensive Plan; and*

The proposed zoning will implement several goals of the Comprehensive Plan, including:

Goal 3: The Comprehensive Plan will create ordered and balanced growth and spread future growth throughout the community.

The proposed rezoning of the property will create an opportunity for appropriate “infill” redevelopment of the property in a manner that is consistent with the Comprehensive Plan.

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

The property includes a single-family residence and detached shop. This use can continue until such time as the applicant is ready to move forward with redevelopment of the property.

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

The proposed rezoning of the property will create an opportunity for appropriate commercial development along the corridor that will be accessible to the surrounding residential neighborhoods and the future Matchett Park.

- (ii) The extent to which the proposed rezoning would enhance the surrounding neighborhood by providing walkable commercial,

entertainment and employment opportunities, as well as alternative housing choices.

There are 19 dwelling units on 28 ³/₄ Road, 112 dwelling units in Indian Village, 57 dwelling units in Belhaven, 48 dwelling units in Pepper Ridge, 156 dwelling units in the Legends, along with 108 units approved for Bella Dimora (adjacent to Legends), all within one-half mile (1/2 mi) walk from the subject property.

While the MXOC zone would permit a variety of uses that may not be in demand by these adjacent residents, the potential is still present. In addition, the potential for the property is complemented by the location of other commercial uses to the east, including the Patterson Marketplace (Safeway) at 29 and Patterson Roads.

This criterion **has** been met.

Alternatives: In addition to the zoning that the petitioner has requested, the following zone districts would also be consistent with the Comprehensive Plan designation(s) for the subject property.

- a. R-4 (Residential – 4 du/ac)
- b. R-5 (Residential – 5 du/ac)
- c. R-8 (Residential – 8 du/ac)
- d. R-12 (Residential – 12 du/ac)
- e. R-O (Residential – Office)

The Mixed Use Opportunity Corridor designation is implemented with the MXOC, a three-story form district as limited by GJMC [21.02.140\(c\)\(2\)](#); in addition, because the Mixed Use Opportunity Corridor overlays other future land use designations as shown on the Comprehensive Plan Future Land Use Map, other zone districts which implement the underlying future land use designation would also be appropriate zoning options in a given area of the Mixed Use Opportunity Corridor.

In reviewing the other zoning district options, the residential (R-4, R-5, R-8, R-12) zone districts and the existing R-O zone district do not allow commercial retail land uses. This limits the potential for the property to provide opportunities for goods and services in close proximity to the neighboring residential population, as well as the future users of the adjacent Matchett Park.

It is my professional opinion that the newly crafted MXOC zone is the best option for the property and for implementing the goals and policies of the Comprehensive Plan.

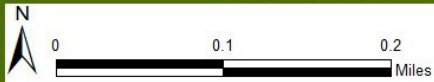
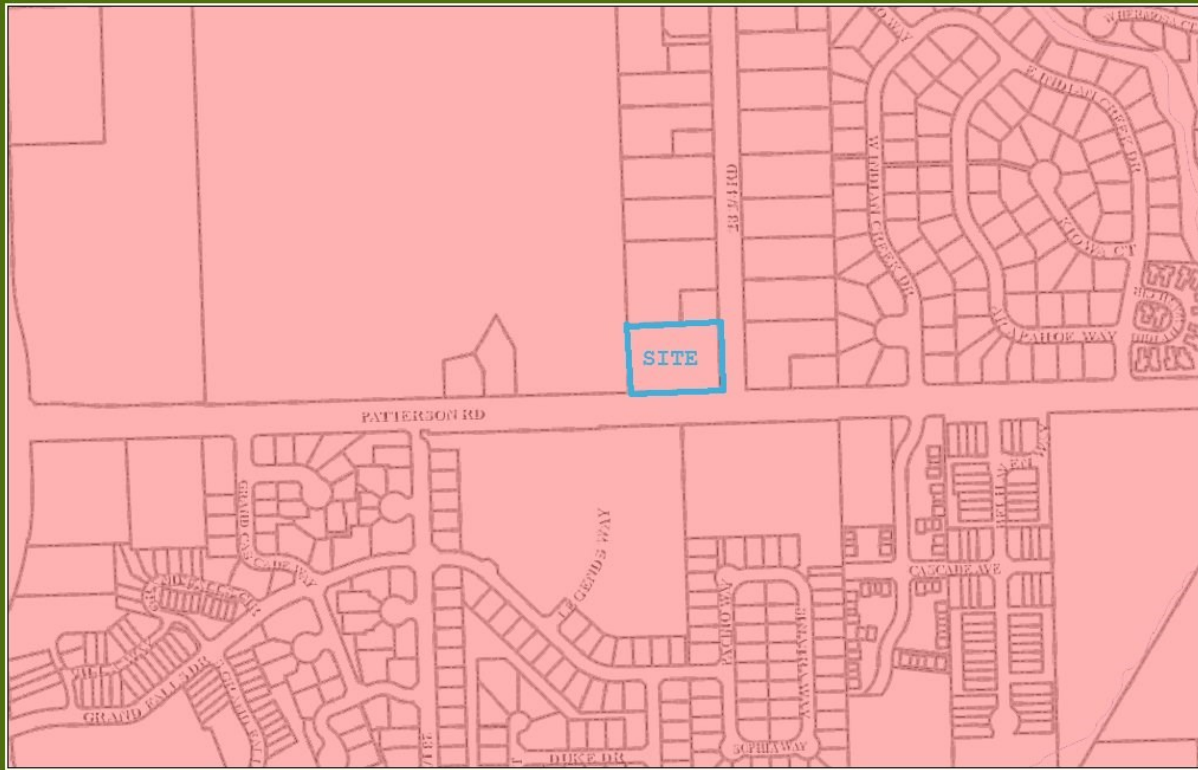
If the Planning Commission chooses to recommend one of the alternative zone designations, specific alternative findings must be made as to why the Planning Commission is recommending an alternative zone designation the City Council.

FINDINGS OF FACT AND CONCLUSIONS

After reviewing the 2872 Patterson Rezone, RZN-2014-493, a request to Rezone the property at 2872 Patterson Road from R-O (Residential Office) to MXOC (Mixed Use Opportunity Corridors), the following findings of fact and conclusions have been determined:

1. The requested zone is consistent with the goals and policies of the Comprehensive Plan.
2. The review criteria in Section 21.02.140 of the Grand Junction Municipal Code have all been met.

LOCATION MAP

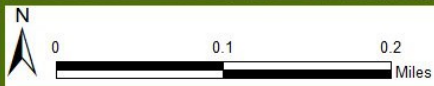
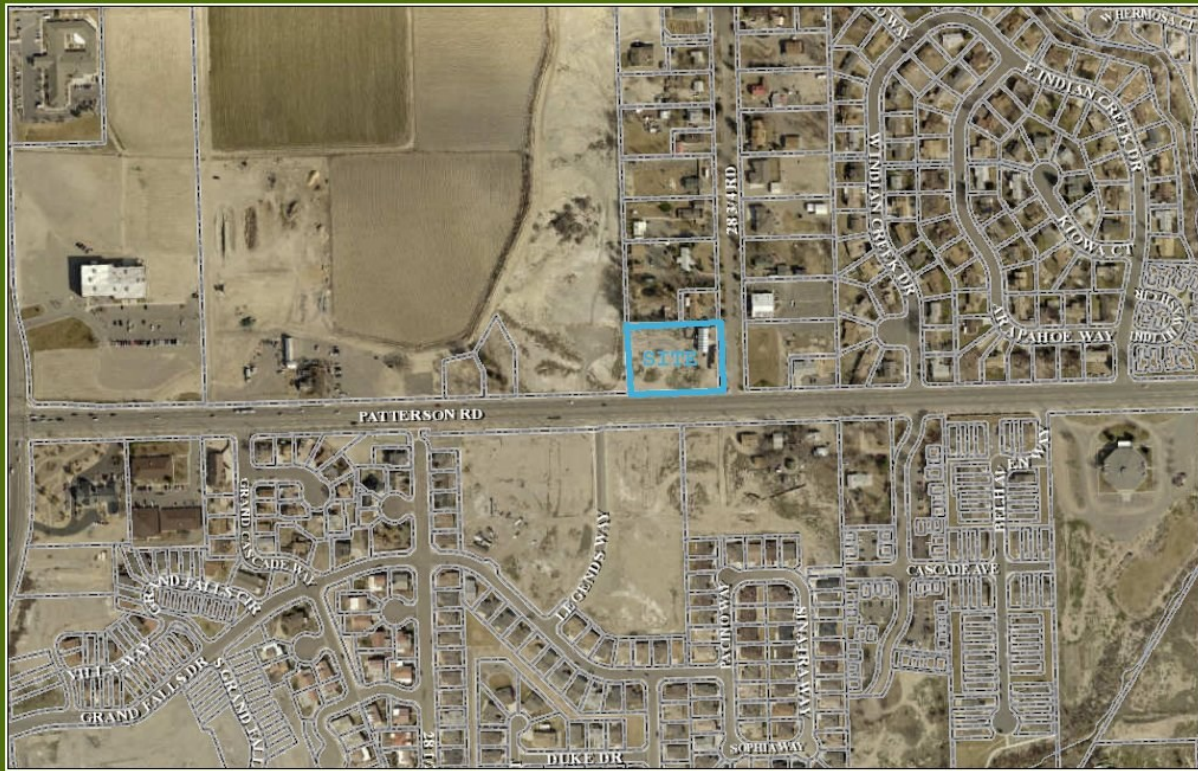


Printed: 1/12/2015

1 inch = 358 feet



AERIAL PHOTO



Printed: 1/12/2015

1 inch = 358 feet



2872 Patterson Road
Rezone
December 16, 2014
General Project Report

Project Overview

Owner of the subject property is Benson James Investments, LLC. The owner is proposing a Rezone of a 1.415 acre parcel located at 2872 Patterson Road in the City of Grand Junction from an R-O to MXOC Form District Zone to redevelop the properties from residential business to mixed use. The name of this project is 2872 Patterson Road.

A. Project Description

Location and Site Features

- The parcel exists with a single family residence and detached shop and garage that is accessed from either 28³/₄ Road or Patterson Road. To the west of the residence and shop is undeveloped land, which comprises the majority of the parcel.
- Access is unchanged and will continue to be from both Patterson Road and 28³/₄ Road.
- Surrounding land use is single family homes to the north (zone R-5), a church to the east (zone R-5); single family homes to the south (zone PD); and Matchett Park to the west (zoned CSR).
- Topography of the parcels gently slopes southeast from the northwest corner of the site, with approximately 8 feet of grade variation.
- The site is in the Palisade Irrigation District.
- The parcel is currently zoned R-O (Residential Office). Within the Future Land Use Plan it is identified as being Residential Medium (4-8 DU/Acre) and it is in a Mixed Use Corridor.
- The proposed plan is to rezone the existing R-O zoning to an MXOC Form District Zone.
- At some point following an approved rezone, the plan is to submit for a Site Plan Approval of restaurant and office uses having shared parking.

B. Public Benefit:

- the development of property adjacent to existing City services;
- the creation of mixed use property meeting the intent of the Future Land Use Plan;
- 'Infill' development of vacant land along a major transportation corridor;
- the ability to provide limited desired services within walking distance of significant residential development and a Regional Park site (Matchett Park);
- as this property develops, the elimination of un-necessary an un-safe access points;

C. Neighborhood Meeting

A Neighborhood Meeting was held on July 15th, 2014 for the rezone of 2872 Patterson Road. 30 notices were sent out, only one neighbor attended, and that was the host of the neighborhood meeting. At this meeting we explained the intentions of pursuing the MXOC Zone District, which was 'in process' at that time.

D. Project Compliance, Compatibility, and Impact

1. Adopted Plans and/or Policies

The recently created MXOC Form District Zone
The Future Land Use Plan.

2. Surrounding Land Use

The land surrounding the subject parcel has gradually converted from agricultural uses to residential, planned development, and community services uses through the City subdivision and review processes. To the south are single family residences zoned PD; to the east is church property in an R-5 zone; to the north are single family residences zoned R-5; adjacent to the west boundary is Matchett Park zoned CSR.

3. Site Access and Traffic

Although not a Rezone criteria, access to 2872 Patterson will continue to be from the east from 28³/₄ Road, and from the south from existing Patterson Road.

4 & 5. Availability of Utilities and Unusual Demands

Sanitary Sewer: There is an existing 8" sanitary sewer line in Patterson Road.
There is also an existing 8" sanitary sewer line down the center of 28 ³/₄ Road.
Storm Sewer: There is no storm sewer. This site will need to detain its storm events.

Water: Is provided by Ute Water. Sufficient fire flow will be provided.

6. Effects On Public Facilities

The addition of more mixed use sites and the resulting new businesses will have expected, but not unusual impacts on the fire department and police department. There should be no impacts to the public school system.

7. Site Soils

No unusual or unexpected soil issues are present at the proposed site.

8. Site Geology and Geologic Hazards N/A

9. Hours of Operation N/A

10. Number of Employees N/A

11. Signage Plans N/A

12. Irrigation N/A

E. Development Schedule and Phasing

At this point in time the intent is to submit a Site Plan sometime in 2015.



222 North 7th Street Grand Junction, CO 81501
PH 970-241-0745 FX 970-241-0766 www.clavonne.com

Neighborhood Meeting Notice Letter

Mailing Date: June 27, 2014

RE: A Neighborhood Meeting concerning a Rezone of 2872 Patterson Road.

Dear Property Owner:

This letter is intended to notify you that on **Tuesday (July 15th), starting at 5:30 pm**, a neighborhood meeting will be held to update you on a proposed **Rezone** at 2872 Patterson Road, Grand Junction, Colorado. This meeting will be held at **Grace Point Church, 606 28 ¼ Road, Grand Junction, Colorado 81520**.

The neighborhood meeting is an opportunity for adjacent property owners to learn more about the project, ask questions, and submit written statements to the owner **James Benson**, the developer **Jim Cagle**, and the City of Grand Junction staff.

The applicant will be submitting a Rezone application for this project to the City of Grand Junction. The proposal includes rezoning the existing parcel from an R-O (Residential Office) to a Form District (Mixed Use). As a neighbor of this property you will be notified of pending development applications and public hearings (if any) by mail.

The list of property owners being notified for this neighborhood meeting was supplied by the City of Grand Junction and derived from current records of the Mesa County Assessors. As those records are not always current, please feel free to notify your neighbors of this meeting date so all may have the opportunity to participate.

If you are not available to attend this meeting, you can provide written comment to ted@ciavonne.com or the City of Grand Junction Planning Department at brianr@ci.grandjct.co.us.

We look forward to seeing you at this meeting.

Sincerely,

Ted Ciavonne, PLA
Ciavonne, Roberts and Associates, Inc

NEIGHBORHOOD MEETING
REZONE
2872 PATTERSON ROAD

| <u>NAME</u> | <u>ADDRESS</u> | <u>PHONE NUMBER</u> |
|---------------|--|---------------------|
| BRIAN RUSCHKE | 250 N. 5TH ST. GS | 256-4058 |
| DOUG SIKOS | 606 28 ³ / ₄ RD. GJ. | 201-6917 |
| Jim cagle | 2440 1/2 JAIL CH. AD. | 261-0343 |

PETITION FOR REZONING OF

2872 Patterson

**STOP THE REZONE OF THE 1.4 ACRE PROPERTY FROM BECOMING A MIXED USE OPPORTUNITY
CORRIDOR AT 2872 PATTERSON**

"STOP THE REZONING OF THE PROPERTY AT 2872 PATTERSON!"

Background

The property at 2872 is currently being sold and the new owner/partner would like to rezone this area from Residential-office to Mixed use opportunity corridor. This new owner/partner who owns a franchise of Subway restaurants would like to build one there on this property.

We feel that this would bring an unsafe area to the entrance to our subdivision. This would be a huge traffic concern which we already have both in the morning and the evening, along with the entrance to another sub across the street as well as the traffic from 29 rd. With the added traffic from a restaurant that serves breakfast and dinner in this area this is very concerning. We also have children and an elderly man who has Alzheimer's that lives within 500 ft. of this proposed property and feel that it is a safety issue when they are walking on our street which does not have a sidewalk.

IF YOU AGREE WITH THE STATEMENT ABOVE PLEASE BELOW

Billie Allen
Rly of City
Adelle S. Siders
Marilyn Sue Pate
Mary Kay Franklin
Brenda
Carol Carpenter
Floyd Carpenter
S. D. Cur
Aucuse Hanes
Linda Harris
Kay Jough
B. J. J.
Teresa
Kurt Wray
Steve
Jane A. Trumble
Doris A. Reeves
Susan M. Wotter
Helen Fox
Mike Hly
Ron Johnson
Laura Healy
Lee R. Allen
Mark
Judy Allen

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE REZONING PROPERTY
FROM R-O (RESIDENTIAL OFFICE) TO
MXOC (MIXED USE OPPORTUNITY CORRIDORS)**

LOCATED AT 2872 PATTERSON ROAD

Recitals:

The applicant requests that the City rezone the property at 2872 Paterson Road from R-O (Residential Office) to MXOC (Mixed Use Opportunity Corridors). The applicant is in the process of creating a site plan for the 1.415 acres in anticipation of future commercial development.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of the rezoning from R-O (Residential Office) to MXOC (Mixed Use Opportunity Corridors) for the following reasons:

The zone district meets the Mixed Use Opportunity Corridor land use category as shown on the Future Land Use map of the Comprehensive Plan; the requested zone is consistent with the goals and policies of the Comprehensive Plan and is generally compatible with land uses located in the surrounding area.

After the public notice and public hearing before the Grand Junction City Council, City Council finds that the MXOC zone district to be established.

The Planning Commission and City Council find that the MXOC zoning is in conformance with the stated criteria of Section 21.02.140 of the Grand Junction Zoning and Development Code.

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

The following property shall be rezoned MXOC (Mixed Use Opportunity Corridors).

All that portion of the SE ¼ of Section 6, Township 1 South, Range 1 East of the Ute Meridian, described as follows:

Beginning at a point 1690 feet West of the Southeast Corner of said Section 6;

Thence north 264 feet;

Thence West 290 feet;

Thence South 264 feet;

Thence East 290 feet to the Point of Beginning;

EXCEPT the South 30 feet conveyed to the County of Mesa in Quit Claim Deed recorded August 18, 1977 in Book 1116 at Page 414;
AND EXCEPT the South 50 feet conveyed to the County of Mesa in Deed recorded March 23, 1982 in Book 1363 at Page 267.

County of Mesa, State of Colorado

Introduced on first reading this 18th day of February, 2015 and ordered published in pamphlet form.

Adopted on second reading this _____ day of _____, 2015 and ordered published in pamphlet form.

ATTEST:

City Clerk

Mayor

CITY COUNCIL AGENDA ITEM

Date: February 11, 2015

Author: Brian Rusche

Title/ Phone Ext:

Senior Planner/4058

Proposed Schedule: 1st Reading:

February 18, 2015

2nd Reading: March 4, 2015

File #: RZN-2015-18

Subject: Hoffman Rezone, Located at 1410 and 1400 North 7th Street

Action Requested/Recommendation: Adopt Proposed Ordinance Rezoning the Property on Final Passage and Order Publication of the Ordinance in Pamphlet Form.

Presenters Name & Title: Brian Rusche, Senior Planner

Executive Summary:

The applicant, on behalf of Rocky Mountain TMS, requests that the City rezone the property at 1410 N. 7th Street from R-8 (Residential 8 du/ac) to R-O (Residential Office). The applicant is in the process of purchasing the single-family residence in order to expand the medical practice, known as Mesa Behavioral Medicine, located next door at 1400 N. 7th Street and zoned PD (Planned Development). In order to maintain consistency of zoning, Staff recommended and the applicant has agreed to include this property in the request to rezone to R-O (Residential Office).

Background, Analysis and Options:

Rocky Mountain TMS is a partnership between Dr. Robert Sammons of Mesa Behavioral Medicine and Christopher M. Blackburn. They are in the process of purchasing the residence at 1410 N. 7th Street in order to expand the current practice, located at 1400 N. 7th Street. The request to rezone the property to R-O (Residential Office) would allow the existing structure to be used for a medical office, which is not permitted within the R-8 zone.

Dr. Sammons relocated Mesa Behavioral Medicine from 1300 N. 7th Street (now 710 Bunting Avenue) to 1406 (now 1400) N. 7th Street in 2000. The building had previously been used as an insurance office, which was approved as Planned Business (PB) in 1987 and expanded in 1996. Prior to the insurance office, it was a single-family residence.

In 1987, there was no Comprehensive Plan for this area of the City. Prior to the Growth Plan of 1996, the 7th Street Corridor Guideline indicated that professional offices were appropriate for the corridor between Orchard and Bunting Avenue, retaining the residential scale for all new development. As of 2010, the corridor has been designated as Residential Medium-High with the adoption of the Comprehensive Plan. This future land use designation includes an option for R-O (Residential Office) zoning, which the zoning of all of the parcels on the west side of N. 7th Street between Orchard and Bunting Avenue.

The purpose of the R-O (Residential Office) zone district is to provide low intensity, nonretail, neighborhood service and office uses that are compatible with adjacent residential neighborhoods. Development regulations and performance standards are intended to make buildings compatible and complementary in scale and appearance to a residential environment. New construction, including additions and rehabilitations, in the R-O district must be designed with residential architectural elements and shall be consistent with existing buildings along the street. "Consistent" means operational, site design and layout, and architectural considerations, which are outlined in Grand Junction Municipal Code (GJMC) Section 21.03.070(a)(3).

See attached staff report for further analysis and options.

Neighborhood Meeting:

The applicant held a Neighborhood Meeting on January 15, 2015. Written comments from adjacent neighbors are attached to this report.

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

Goal 3: The Comprehensive Plan will create ordered and balanced growth and spread future growth throughout the community.

The expansion of the medical office adjacent to the existing practice is arguably more efficient than a relocation of the entire practice.

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

The property is a single-family residence that is currently used as a rental home. This use can continue until such time as the applicant is ready to move forward with the reuse of the structure for a medical office.

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

The rezoning of both properties to an R-O (Residential Office) zone district will allow Dr. Sammons to continue providing services to his patients.

The Comprehensive Plan Future Land Use designation of the property is Residential Medium-High (8-16 du/ac). The proposed zoning of R-O (Residential Office) will implement this land use designation and is consistent with the Comprehensive Plan.

Economic Development Plan:

The purpose of the recently adopted Economic Development Plan by City Council is to present a clear plan of action for improving business conditions and attracting and retaining employees. The proposed Rezone meets with the goal and intent of the Economic Development Plan by supporting and assisting an existing business within

the community as it expands their business offerings to serve patients both local and from out of town.

Board or Committee Recommendation:

The Planning Commission unanimously recommended approval at their February 10, 2015 regular meeting.

Financial Impact/Budget:

No direct financial impact on the City budget for this item.

Legal issues:

The City Attorney has reviewed and approved of the form of the ordinance.

Other issues:

No other issues have been identified.

Previously presented or discussed:

First Reading of the Ordinance was on February 18, 2015.

Attachments:

11. Background information
12. Staff report
13. Site Location Map
14. Aerial Photo
15. Comprehensive Plan Future Land Use Map
16. Existing Zoning Map
17. General Project Report
18. Neighborhood Meeting summary
19. Neighbor comments
20. Press coverage
21. Ordinance

| BACKGROUND INFORMATION | | | | | |
|-------------------------------------|--------------|--|------------|--|-----------|
| Location: | | 1410 N. 7 th Street 1400 N. 7 th Street | | | |
| Applicant: | | Christopher Blackburn for Rocky Mountain TMS David Hoffman for Mountain West Properties LLC Drs. Robert and Louise Sammons | | | |
| Existing Land Use: | | Single-family detached home Medical Office | | | |
| Proposed Land Use: | | Medical Office | | | |
| Surrounding Land Use: | North | Single-family Residential | | | |
| | South | Church | | | |
| | East | Single and Two-family Residential | | | |
| | West | Single-family Residential and Medical Office | | | |
| Existing Zoning: | | R-8 (Residential 8 du/ac) PD (Planned Development) | | | |
| Proposed Zoning: | | R-O (Residential Office) | | | |
| Surrounding Zoning: | North | R-8 (Residential 8 du/ac) | | | |
| | South | R-8 (Residential 8 du/ac) | | | |
| | East | R-8 (Residential 8 du/ac) | | | |
| | West | R-O (Residential Office) | | | |
| Future Land Use Designation: | | Residential Medium-High (RMH) | | | |
| Zoning within density range? | | X | Yes | | No |

Sections 21.02.140 of the Grand Junction Zoning and Development Code:

Rezone requests must meet at least one of the following criteria for approval:

(1) Subsequent events have invalidated the original premise and findings;

The Comprehensive Plan, adopted in 2010, designated the Future Land Use of the property as Residential Medium-High. Goal 3 of the Comprehensive Plan includes policies calling for the creation of opportunities to reduce trips and provide services throughout the community.

The R-O (Residential Office) zone district is an option within the Residential Medium-High designation. The purpose of the R-O (Residential Office) zone district is to provide low intensity, nonretail, neighborhood service and office uses that are compatible with adjacent residential neighborhoods.

The applicant is requesting the R-O zoning to expand an existing medical practice into the adjacent residence, in order to continue providing services to patients.

This criterion **has** been met.

(2) The character and/or condition of the area has changed such that the amendment is consistent with the Plan;

Dr. Sammons relocated Mesa Behavioral Medicine from 1300 N. 7th Street (now 710 Bunting Avenue) to 1406 (now 1400) N. 7th Street in 2000. The building had previously been used as an insurance office, which was approved as Planned Business (PB) in 1987 and expanded in 1996. Prior to the insurance office, it was a single-family residence. Dr. Sammons and his business partner are in the process of purchasing the residence at 1410 N. 7th Street in order to expand the current practice.

In 1987, there was no Comprehensive Plan for this area of the City. Prior to the Growth Plan of 1996, the 7th Street Corridor Guideline indicated that professional offices were appropriate for the corridor between Orchard and Bunting Avenue, retaining the residential scale for all new development. As of 2010, the corridor has been designated as Residential Medium-High with the adoption of the Comprehensive Plan. This future land use designation includes an option for R-O (Residential Office) zoning, which the zoning of all of the parcels on the west side of N. 7th Street between Orchard and Bunting Avenue.

This criterion **has** been met.

(3) Public and community facilities are adequate to serve the type and scope of land use proposed;

There are public utilities already connected to both buildings, including potable water provided by the City of Grand Junction, sanitary sewer service maintained by the City, and electricity from Xcel Energy (a franchise utility).

The alley behind the properties was rebuilt in 2004 as part of an Alley Improvement District. Grand Valley Transit provides bus service is available along Orchard and North Avenue (one-quarter mile walk).

Retail and restaurant uses, as well as services including medical offices, along with two churches, are within one-quarter mile walking distance of the subject parcel. Colorado Mesa University (CMU) is to the east and St. Mary's Hospital main campus is two-thirds (2/3) of a mile north.

This criterion **has been met**.

(4) An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use;

All of the properties on the west side of N. 7th Street between Orchard and Bunting Avenue are zoned R-O; however the majority of these remain single-family residences. The R-O Zone is a unique zone which allows professional offices and multifamily residential to join with single family residential uses and others, such as churches, that may be found in a residential zone. Examples of these uses can be found within walking distance of the subject property.

As of January 8, 2014 there was a total of 98.33 acres of R-O zoned property within the City. This represents less than 2% of the total acreage zoned for non-residential development (planned developments excluded).

The nature of the R-O zone district is to provide a range of uses that function as a transition between single-family residential neighborhoods and more intensive uses, so it is implemented as needed in appropriate transition areas.

This criterion **has been met**.

(5) The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.

The R-O Zone is a unique zone within the City and allows professional offices and multifamily residential to join with single family residential uses and others that may be found in a residential zone, including group living, as well as community services, such as daycare or religious assembly. Examples of all of these uses can be found within walking distance of the subject property.

The proposed R-O zone would implement Goal 3, 6, and 12 of the Comprehensive Plan as described earlier. The expansion of the medical office adjacent to the existing practice is arguably more efficient than a relocation of the entire practice.

This criterion **has** been met.

Alternatives: In addition to the zoning that the petitioner has requested, the following zone districts would also be consistent with the Comprehensive Plan designation for the subject property:

- f. R-4 (Residential – 4 du/ac)
- g. R-5 (Residential – 5 du/ac)
- h. R-8 (Residential – 8 du/ac)
- i. R-12 (Residential – 12 du/ac)
- j. R-16 (Residential – 16 du/ac)

The R-4 through R-16 zones are inconsistent with the applicant's request, since the goal is an expanded medical office, which is not a use by right in any of these zones.

The purpose of the R-O zone is to provide low intensity, nonretail, neighborhood service and office uses that are compatible with adjacent residential neighborhoods.

Performance standards within this zone are intended to make buildings compatible and complementary in scale and appearance to a residential environment.

It is my professional opinion that rezoning both properties will achieve not only the goals of the Comprehensive Plan but also provide a suitable use compatible with the adjacent neighborhood. The conversion of the existing residence at 1410 N. 7th Street will be reviewed by the City to ensure conformance with these standards. The scale, form, and site improvements for the existing practice at 1400 N. 7th Street, achieved through the Planned Development (PD), are consistent with the standards of the R-O zone. The PD has served its purpose and can now be repealed.

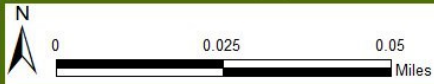
If the Planning Commission chooses to recommend one of the alternative zone designations, specific alternative findings must be made as to why the Planning Commission is recommending an alternative zone designation the City Council.

FINDINGS OF FACT AND CONCLUSIONS:

After reviewing the Hoffman Rezone, RZN-2015-18, a request to rezone the properties at 1410 N. 7th Street and 1400 N. 7th Street from R-8 (Residential 8 du/ac) and PD (Planned Development) to R-O (Residential Office), the following findings of fact and conclusions have been determined:

3. The requested zone is consistent with the goals and policies of the Comprehensive Plan.
4. The review criteria in Section 21.02.140 of the Grand Junction Municipal Code have all been met.

Site Location Map



Printed: 1/12/2015

1 inch = 90 feet



Aerial Photo



0 0.025 0.05
Miles

Printed: 1/12/2015

1 inch = 90 feet



Future Land Use Map



0 0.025 0.05
Miles

Printed: 1/12/2015

1 inch = 90 feet



Zoning Map



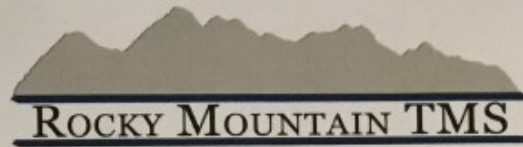
0 0.025 0.05
Miles

Printed: 1/12/2015

1 inch = 90 feet



Rocky Mountain TMS
1400 N. 7th Street, Grand Junction, CO 81501
Tel 970-261-4649 Fax 970-242-6135
Rockymountaintms@gmail.com
www.rockymountaintms.com



GENERAL PROJECT REPORT

Currently Mesa Behavioral Medicine and Rocky Mountain TMS, located at 1400 North Seventh Street, are in the process of purchasing the property located at 1410 North Seventh Street. Furthermore, we are working with the City of Grand Junction to change the zoning at 1410 N 7th, from Residential to Residential Office, which will allow us to have an office located in the property – similar to the property next door. Additionally, we are co-operating with the City to re-zone 1400 N 7th St. from a “Special Use Planned Development” to Residential Office. We have agreed to make this change.

The use for the property located at 1410 North 7th Street will be so Mesa Behavioral Medicine and Rocky Mountain TMS (Currently located at 1400 N 7th Street) can expand our current practice. Please contact me with any questions.

Regards in kind,

Christopher M Blackburn
Partner, Rocky Mountain TMS
970-261-4649

From: Christopher Blackburn <rockymountaintms@gmail.com>
To: Brian Rusche <brianr@ci.grandjct.co.us>, Bob Sammons <bob@mesabmc.com>, David Hoffman <poundsnails@gmail.com>
Date: 1/16/2015 10:26 AM
Subject: Neighborhood Meeting

Brian:

This email is to serve as notice that a required neighborhood meeting was conducted on Thursday, January 15, 2015 concerning properties located at 1400 and 1410 North Seventh Street, Grand Junction, CO.

There were three property owners in attendance: Pamela Noonan, Bob Sammons, Louise Sammons; a representative from the City of Grand Junction, Brian Rusche; and a partner in Rocky Mountain TMS, Christopher Blackburn.

Pam inquired with a few questions regarding the use of the property. It was explained that Dr. Sammons wants additional space for his current practice to allow for TMS (Transcranial Magnetic Stimulation). Dr. Sammons explained the procedure and showed Pam the chair and its use. Furthermore, parking was discussed and no negative issues arose.

Other issues were discussed regarding Colorado Mesa Universities growth intentions but nothing that pertained to Dr. Sammons practice growth.

If you have any questions please contact me direct at the Mobile number below. Thank you for your time.

Regards in kind,

Christopher M Blackburn
1400 North Seventh Street
Grand Junction, CO 81501
970-241-1983 Office
970-261-4649 Mobile
Rockymountaintms@gmail.com

Neighborhood Meeting

Proposed Hoffman Rezone

Located at 1410 and 1400 N. 7th Street

Existing Zoning: R-8 (Residential 8 du/ac) & PD (Planned Development)

Proposed Zoning: R-O (Residential Office)

Future land Use Designation is Residential Medium-High

Please Sign In

| Name | Address | Contact info |
|-----------------|----------------------------|--------------|
| Brian Busche | 250 N. 5 th St. | 256-4058 |
| Pam Noonan | 1337 N 7 th St | 244-1718 |
| Chris Blackburn | 1400 N. 7 th | 261-4649 |
| Bels Stumbras | 1400 N 7 th | 241-1983 |
| Louis Sammons | 1400 N 7 th | " |

From: Brian Rusche
To: laurenannino@aol.com
Date: 2/2/2015 8:31 AM
Subject: Re: ZN 2015 18 Hoffman Re zone N 1410 7Th St
Attachments: Hoffman Rezone - PC.pdf

Lauren,

Thank you for visiting with me this morning about your property in Grand Junction !

For your information, I have attached a copy of the staff report that has been provided to the Planning Commission, which summarizes your neighbors request. Included in this report are the criteria that the City Council will use to evaluate the request.

If you have any further questions, please contact me.

Sincerely,

Brian Rusche
Senior Planner
City of Grand Junction
(970) 256-4058

>>> "laurenannino@aol.com" <laurenannino@aol.com> 2/1/2015 3:33 PM >>>
Dear Brian ,

I own a house on 1416 N 7th St yet live in Boulder and cannot make the mtg. Please describe to me the criteria and effect it will have on my investment property. Thank you .

I would like an explanation rather than reading a web site plan.

Kind Regards,

Lauren Annino
656 Saratoga dr
Lafayette Co 80026
303 499 2634

From: Pam Noonan <pam.noonan@mesacounty.us>
To: Brian Rusche <brianr@ci.grandjct.co.us>
Date: 2/9/2015 11:49 AM
Subject: Re: RZN-2015-18

Brian,
I acknowledge the rezone will have little impact on the Seventh Street corridor as "a change in the neighborhood" as we currently have a wide variety of allowed uses in the area. I am concerned we are removing another housing option for families that is close to shopping, major/urgent medical care, education and other services which can be easily accessed and by means other than a private vehicle.

Thank-you,
Pam

On 6 February 2015 at 08:32, Brian Rusche <brianr@ci.grandjct.co.us> wrote:

> Pam,
>
> Yes, you may email comments directly to me.
>
>
> Brian Rusche
> Senior Planner
> City of Grand Junction
> (970) 256-4058
>
>
> >>> Pam Noonan <pam.noonan@mesacounty.us> 2/5/2015 4:21 PM >>>
> I believe Brian Rusche is the City staff member assigned to this rezone. I
> have a prior commitment on February 10, 2015 when this item will be heard.
> Can I email any comments before the hearing?
>
> Thank-you,
> Pam
>



Unique therapy for depression available in Grand Junction

By: Sara Zendeenam - Email

Updated: Wed 4:31 PM, Dec 17, 2014



GRAND JUNCTION, Colo. Being diagnosed with depression can be a hard pill to swallow.

Some people who have it worry about the stigma surrounding the condition. One Grand Valley man - who chose not to be identified for that reason - has been dealing with the condition for decades, "I was diagnosed with major depression 22 years ago so I've struggled with it for a long time," he said.

This patient has taken prescription medications for years without much relief. It wasn't until he tried transcranial magnetic stimulation therapy that he started getting back to his old self, "I can't speak more highly about it it's been a God-send for me," he said.

Dr. Robert Sammons invested in the system which uses electromagnetic pulses to stimulate nerve cells in the brain to improve

symptoms of moderate to severe depression for those who haven't had great responses to medication.

After living in the Valley for nearly 30 years, Sammons said he needs to help lower the growing rate of depression on the Western Slope, "You just feel bad for people who have a very disabling and very disruptive condition."

Mesa Behavioral Medicine brought in the machine in September and has since had 11 patients use the services. While there's a promising success rate there's still a 50% chance TMS therapy won't put you in remission.

The recommended treatment is five times a week for six weeks and each session takes about 40 minutes to complete.

Side effects can include headaches and there is a small chance for seizure, about the same risk as taking anti-depressant medications.

Some insurance carriers like Rocky Mountain Health Plans and medicaid do cover part of the \$7,500 cost of the therapy.

2531 Blichmann Avenue Grand Junction, CO 81505

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CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE REZONING PROPERTY
FROM R-8 (RESIDENTIAL 8 DU/AC) AND
PD (PLANNED DEVELOPMENT)
TO
R-O (RESIDENTIAL OFFICE)**

**LOCATED AT
1410 N. 7TH STREET AND 1400 N. 7TH STREET**

Recitals:

The applicant, on behalf of Mesa Behavioral Medicine and Rocky Mountain TMS, requests that the City rezone the property at 1410 N. 7th Street from R-8 (Residential 8 du/ac) to R-O (Residential Office). The applicant is in the process of purchasing the single-family residence in order to expand the medical practice, which is located next door at 1400 N. 7th Street and zoned PD (Planned Development). In order to maintain consistency of zoning, staff recommended and the applicant has agreed to include this property in the request to rezone to R-O (Residential Office).

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of the rezoning R-8 (Residential 8 du/ac) and PD (Planned Development) to the R-O (Residential Office) zone district for the following reasons:

The zone district meets the recommended land use category of Residential Medium-High as shown on the Future Land Use map of the Comprehensive Plan; the requested zone is consistent with the goals and policies of the Comprehensive Plan; and is generally compatible with land uses located in the surrounding area.

After the public notice and public hearing before the Grand Junction City Council, City Council finds that the R-O zone district to be established.

The Planning Commission and City Council find that the R-O zoning is in conformance with the stated criteria of Section 21.02.140 of the Grand Junction Zoning and Development Code.

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

The following property shall be rezoned R-O (Residential Office):

Lots 29, 30, 31, and 32 of Block 1, ELM AVENUE SUBDIVISION.

Introduced on first reading this 18th day of February, 2015 and ordered published in pamphlet form.

Adopted on second reading this _____ day of _____, 2015 and ordered published in pamphlet form.

ATTEST:

City Clerk

Mayor



Date: February 17, 2015
 Author: Traci Wieland
 Title/ Phone Ext: 254-3846
 Proposed Schedule: March 4, 2015
 2nd Reading
 (if applicable): _____
 File # (if applicable): _____

Attach 12

CITY COUNCIL AGENDA ITEM

| |
|--|
| Subject: Construction Contract for Las Colonias Park – Phase I |
| Action Requested/Recommendation: Authorize the Purchasing Division to Enter into a Contract with M.A. Concrete Construction for Phase I Construction at Las Colonias Park in the Amount of \$418,633.20 |
| Presenter(s) Name & Title: Rob Schoeber, Parks and Recreation Director Jay Valentine, Internal Services Manager |

Executive Summary:

This request is for Phase I construction at Las Colonias Park. This includes a new asphalt parking lot, recycled asphalt parking lot, and trail development. Phase I construction is supported by a Great Outdoors Colorado grant. This new western entrance will serve existing uses for the Western Colorado Botanical Gardens, the Riverfront Trail, and Watson Island as well as new uses with the new restroom/shelter.

Background, Analysis and Options:

Las Colonias Park, a 101 acre parcel on the edge of the Colorado River south of downtown, was deeded to the City of Grand Junction in 1997 from the State of Colorado after the mill tailings cleanup was completed. The site has cultural and historical significance because of “Las Colonias”, the colonies of people who worked in the orchards and sugar beet fields who once resided on the site.

Las Colonias Park was originally master planned in 1998. Construction of the Riverside Parkway, which started in 2006, impacted that original master plan so it was revised in 2008. In 2012, City Council directed the Parks and Recreation department to again revise the existing master plan because of changing priorities among user and community groups. The 2013 plan includes a western entrance into the park near Western Colorado Botanical Gardens, an outdoor amphitheater, multipurpose/festival grounds, a wetlands area, fenced dog park, boat launch, and numerous other passive park features such as restrooms, shelters, and picnic areas.

The highest priority for a first phase of development were improvements to the western end of the property near the Botanical Gardens to include the following basic, and much needed amenities:

Restroom/Shelter: Las Colonias Park currently does not have a public restroom. The closest restrooms are at Eagle Rim Park to the east and Riverside Park to the west, both 1 ½ miles away from the proposed location of the restroom/shelter.

Trail Connections: The current Riverfront Trail comes into the western side of the park at 5th Street/Hwy 50 with a trailhead located in the shared parking lot with Botanical Gardens. This area currently serves as a great access point for the western area of the park; however, it does not address the middle section of the park. A trailhead is necessary on the northern border of park property just south of Edgewater Brewery and 9th Street. The trail will have a sweeping motion to the south and east connecting directly to the existing Riverfront Trail and a switchback motion to the west connecting to the new shelter/restroom.

Native Arboretum and Pollinator Garden: Patterned after the highly successful succulent version of an arboretum in Lincoln Park, the native arboretum will include plants native to the region marked with signs that include plant common name, botanical name, and QR code (Quick Response code scanned by a smart phone to access a plethora of information quickly) to access an audio/web tour.

Parking/Road/Lighting Improvements: Currently, there is an informal parking lot that serves the Botanical Gardens, the park, and the Riverfront Trail. An asphalt road will be constructed on the east border of the park property, providing access to the trailhead, native arboretum, and the restroom/shelter. In addition, there will be smaller recycled asphalt parking lot east of the new shelter/restroom. Construction includes electrical service installation, LED lights, attached sidewalk along Struthers, and landscaping.

A formal Invitation for Bid was issued via BidNet (an on-line site for government agencies to post solicitations), advertised in The Daily Sentinel, posted on the City’s website, sent to the Western Colorado Contractors Association (WCCA), and the Grand Junction Chamber of Commerce. Five companies submitted formal bids, which were found to be responsive and responsible, in the following unit amounts:

| FIRM | LOCATION | COST |
|----------------------------------|--------------------|--------------|
| M.A. Concrete Construction, Inc. | Grand Junction, CO | \$418,633.20 |
| Sorter Construction, Inc. | Grand Junction, CO | \$420,214.00 |
| Skyline Contracting, Inc. | Grand Junction, CO | \$422,202.50 |
| Hudspeth & Associates, Inc. | Rifle, CO | \$554,597.23 |
| United Companies of Mesa County | Grand Junction, CO | \$649,449.00 |

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

Goal 8: Create attractive public spaces and enhance the visual appeal of the community through quality development.

Any suggested improvements at the currently undeveloped site would enhance the visual appeal from the Orchard Mesa neighborhoods as well as those using the Riverfront Trail through the park.

Goal 10: Develop a system of regional, neighborhood and community parks protecting open space corridors for recreation, transportation and recreational purposes.

Once developed, Las Colonias Park will be one of the City's largest parks serving neighborhood and regional uses. The park would provide numerous passive park amenities not currently found in any other park, especially a park with riverfront access.

How this item relates to the Economic Development Plan:

Goal 1.6: Investing in and Developing Public Amenities

From a uranium mill tailings clean-up site to a regional riverfront park, the Las Colonias Park project will restore and revitalize over 100 acres on the banks of the Colorado River in the heart of Grand Junction. A major driver for future phases of development is the completion of the western entrance to the park and the Western Colorado Botanical Gardens. Phase I will serve as a regional draw and a catalyst for reinvestment and revitalization in the River and Rail Districts of the Greater Downtown Area.

Board or Committee Recommendation:

Parks and Recreation Advisory Board discussed the original GOCO grant application and the reapplication for the spring 2014 funding cycle and supported both applications.

Financial Impact/Budget:

The City was successful in obtaining a \$298,756.50 grant from Great Outdoors Colorado, a \$14,600 grant from the Colorado Garden Foundation, and \$47,500 in donations from community organizations to fund Phase I. The project budget is as follows:

Sources

| | |
|------------------------------|------------------|
| GOGO Grant | \$298,756 |
| Parkland Expansion Funds* | 406,754 |
| Other Grants and Donations | <u>62,100</u> |
| Total Project Sources | \$767,610 |

Expenditures

| | |
|--|------------------|
| Construction Contract M.A. Concrete | \$418,633 |
| Construction Contract Asset Engineering | 201,315 |
| Trench Agreement – Xcel Energy | 41,102 |
| Remaining Project Budget | <u>106,560</u> |
| Total Project Expenditures | \$767,610 |

*\$144,577 of Parkland Expansion funds was budgeted and unspent in 2014 for this project. This amount will have to be re-appropriated in the supplemental budget process later this year.

Legal issues:

The form of the contract will be approved by the City Attorney.

Other issues:

In consideration of the deed restrictions in place on the adjacent properties, City staff has worked closely with the Department of Energy regarding potential mill tailings in this area. DOE has surveyed this site and the contractor will follow all recommended protocol for removal and imported fill material.

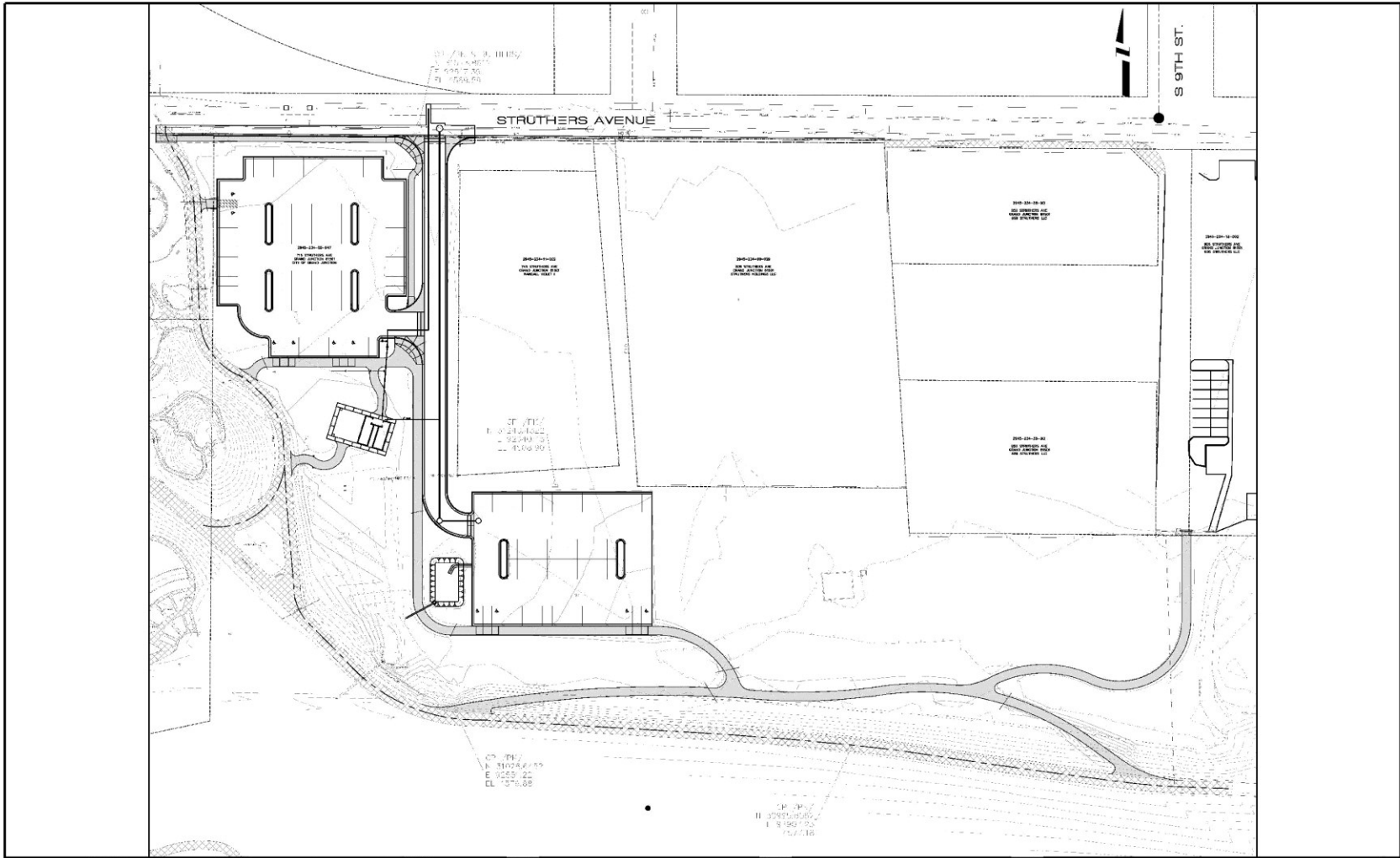
Previously presented or discussed:

The 2013 master plan was adopted by City Council on July 3, 2013. The original resolution for the fall 2013 grant cycle was approved by City Council on August 7, 2013 and the reapplication for the spring of 2014 grant cycle was approved by City Council on February 19, 2014.

Attachments:

Phase I Site Plan

H:\mapserver\GIS\COLORADO\Las Colonias\Phase I\LAS COLONIAS COLORADO PARK PHASE I_ASD_1\JOB18.MXD, 2/9/2015 8:57 AM



| REVISION | DESCRIPTION | DATE | DRAWN BY | IMC | DATE | SCALE |
|----------|---------------------|---------|----------|-----|---------|----------|
| 1 | STORM POND REVISION | 02-2015 | JMC | | 01-2015 | AS SHOWN |
| 2 | | | SJT | | 01-2015 | |
| 3 | | | | | | |
| 4 | | | | | | |



**PUBLIC WORKS
AND PLANNING
ENGINEERING DIVISION**

**LAS COLONIAS PARK PHASE I
SITE PLAN**

Date: February 17, 2015

Author: Traci Wieland

Title/ Phone Ext: 254-3846

Proposed Schedule: March 4, 2015

2nd Reading

(if applicable): _____

File # (if applicable): _____

Attach 13

CITY COUNCIL AGENDA ITEM

Subject: Construction Contract for Las Colonias Park – Phase I Restroom/Shelter

Action Requested/Recommendation: Authorize the Purchasing Division to Enter into a Contract with Asset Engineering Limited for Phase I Restroom/Shelter at Las Colonias Park in the Amount of \$201,315.00

Presenter(s) Name & Title: Rob Schoeber, Parks and Recreation Director
Jay Valentine, Internal Services Manager

Executive Summary:

This request is for construction of the new restroom/shelter at Las Colonias Park. This facility is part of Phase I construction and is supported by a Great Outdoors Colorado grant. The restroom/shelter will be similar in size to the newest restroom/shelter installed just north of the playground in Lincoln Park.

Background, Analysis and Options:

Las Colonias Park, a 101 acre parcel on the edge of the Colorado River south of downtown, was deeded to the City of Grand Junction in 1997 from the State of Colorado after the mill tailings cleanup was completed. The site has cultural and historical significance because of “Las Colonias”, the colonies of people who worked in the orchards and sugar beet fields who once resided on the site.

Las Colonias Park was originally master planned in 1998. Construction of the Riverside Parkway, which started in 2006, impacted that original master plan so it was revised in 2008. That master plan included a footprint for a 75,000 square foot civic facility as well as a dog park, natural areas, playgrounds, picnic areas, a festival area/amphitheater, and trails. In 2012, City Council directed Parks and Recreation to again revise the existing master plan because of changing priorities among user and community groups. The 2013 plan includes a western entrance into the park near Western Colorado Botanical Gardens, an outdoor amphitheater, multipurpose/festival grounds, a wetlands area, fenced dog park, boat launch, and numerous other passive park features such as restrooms, shelters, and picnic areas.

The highest priority for a first phase of development were improvements to the western end of the property near the Botanical Gardens to include the following basic, and much needed amenities:

Restroom/Shelter: Las Colonias Park currently does not have a public restroom. The closest restrooms are at Eagle Rim Park to the east and Riverside Park to the west, both 1 ½ miles away from the proposed location of the restroom/shelter.

Trail Connections: The current Riverfront Trail comes into the western side of the park at 5th Street/Hwy 50 with a trailhead located in the shared parking lot with Botanical Gardens. This area currently serves as a great access point for the western area of the park; however, it does not address the middle section of the park. A trailhead is necessary on the northern border of park property just south of Edgewater Brewery and 9th Street. The trail will have a sweeping motion to the south and east connecting directly to the existing Riverfront Trail and a switchback motion to the west connecting to the new shelter/restroom.

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Parking/Road/Lighting Improvements: Currently, there is an informal parking lot that serves the Botanical Gardens, the park, and the Riverfront Trail. An asphalt road will be constructed on the east border of the park property, providing access to the trailhead, native arboretum, and the restroom/shelter. In addition, there will be smaller recycled asphalt parking lot east of the new shelter/restroom. Construction includes electrical service installation, LED lights, attached sidewalk along Struthers, and landscaping.

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| FIRM | LOCATION | COST |
|-----------------------------|--------------------|--------------|
| Asset Engineering Limited | Grand Junction, CO | \$201,315.00 |
| Vostatek Construction, Inc. | Clifton, CO | \$225,601.00 |
| PNCI Construction, Inc. | Grand Junction, CO | \$232,242.00 |
| FCI Constructors, Inc. | Grand Junction, CO | \$242,649.00 |
| Hudspeth & Associates, Inc. | Rifle, CO | \$297,515.27 |

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

Goal 8: Create attractive public spaces and enhance the visual appeal of the community through quality development.

Any suggested improvements at the currently undeveloped site would enhance the visual appeal from the Orchard Mesa neighborhoods as well as those using the Riverfront Trail through the park.

Goal 10: Develop a system of regional, neighborhood and community parks protecting open space corridors for recreation, transportation and recreational purposes.

Once developed, Las Colonias Park will be one of the City's largest parks serving neighborhood and regional uses. The park would provide numerous passive park amenities not currently found in any other park, especially a park with riverfront access.

How this item relates to the Economic Development Plan:

Goal 1.6: Investing in and Developing Public Amenities

From a uranium mill tailings clean-up site to a regional riverfront park, the Las Colonias Park project will restore and revitalize over 100 acres on the banks of the Colorado River in the heart of Grand Junction. A major driver for future phases of development is the completion of the western entrance to the park and the Western Colorado Botanical Gardens. Phase I will serve as a regional draw and a catalyst for reinvestment and revitalization in the River and Rail Districts of the Greater Downtown Area.

Board or Committee Recommendation:

Parks and Recreation Advisory Board discussed the original GOCO grant application and the reapplication for the spring 2014 funding cycle and supported both applications.

Financial Impact/Budget:

The City was successful in obtaining a \$298,756.50 grant from Great Outdoors Colorado, a \$14,600 grant from the Colorado Garden Foundation, and \$47,500 in donations from community organizations to fund Phase I. The project budget is as follows:

Sources

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| GOCO Grant | \$298,756 |
| Parkland Expansion Funds* | 406,754 |
| Other Grants and Donations | <u>62,100</u> |
| Total Project Sources | \$767,610 |

Expenditures

| | |
|--|------------------|
| Construction Contract Asset Engineering | \$201,315 |
| Construction Contract M.A. Concrete | 418,633 |

| | |
|-----------------------------------|------------------|
| Trench Agreement – Xcel Energy | 41,102 |
| Remaining Project Budget | <u>106,560</u> |
| Total Project Expenditures | \$767,610 |

*\$144,577 of Parkland Expansion funds was budgeted and unspent in 2014 for this project. This amount will have to be re-appropriated in the supplemental budget process later this year.

Legal issues:

The form of the contract will be reviewed and approved by the City Attorney.

Other issues:

In consideration of the deed restrictions in place on the adjacent properties, City staff has worked closely with Department of Energy regarding potential mill tailings in this area. DOE has surveyed this site and the contractor will follow all recommended protocol for removal and imported fill material.

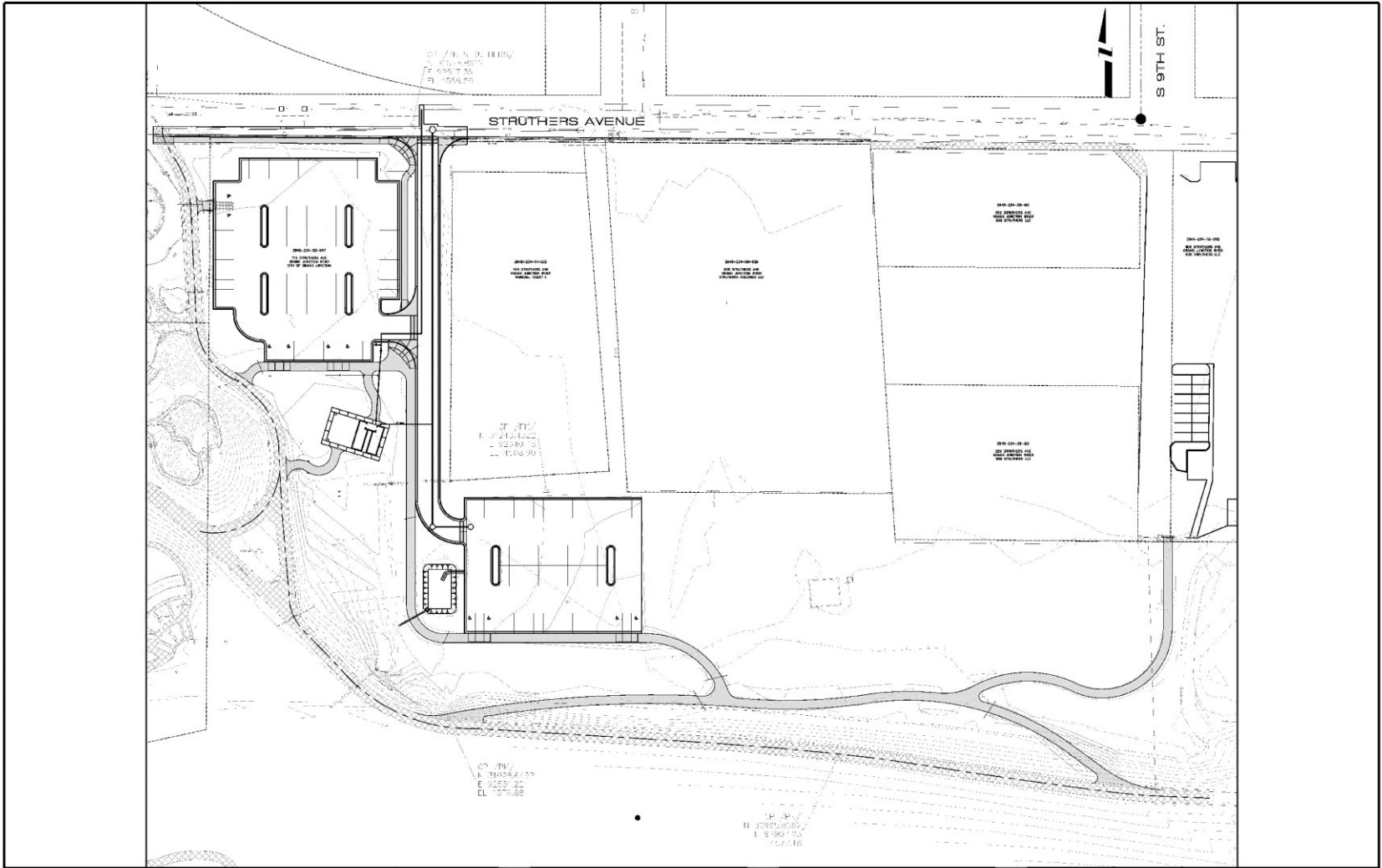
Previously presented or discussed:

The 2013 master plan was adopted by City Council on July 3, 2013. The original resolution for the fall 2013 grant cycle was approved by City Council on August 7, 2013 and the reapplication for the spring of 2014 grant cycle was approved by City Council on February 19, 2014.

Attachments:

Phase I Site Plan

N:\working\LAS COLONIAS PARK\Las Colonias Phase I\Design\LAS COLONIAS COLORADO PARK PHASE I_ADD_LAYOUT\NOTES.dwg, 2/25/15 8:57 AM



| REVISION | DESCRIPTION | DATE | DRAWN BY | IMC | DATE | SCALE |
|------------|---------------------|----------|----------|-----|---------|-------|
| REVISION A | STORM POND REVISION | 02-20-15 | JKT | | 01-2015 | PLAN |
| REVISION B | | | JKT | | 01-2015 | |
| REVISION C | | | | | | |
| REVISION D | | | | | | |

| | | | |
|-------------|-----|------|---------|
| DESIGNED BY | JKT | DATE | 01-2015 |
| CHECKED BY | | DATE | |
| APPROVED BY | | DATE | |



**PUBLIC WORKS
AND PLANNING
ENGINEERING DIVISION**

**LAS COLONIAS PARK PHASE I
SITE PLAN**



Attach 14

CITY COUNCIL AGENDA ITEM

Date: Feb. 23, 2015
Author: Ken Watkins
Title/ Phone Ext: Fire Chief /5801
Proposed Schedule: March 4, 2015
2nd Reading
(if applicable): _____
File # (if applicable): _____

| |
|--|
| Subject: Staffing for Adequate Fire and Emergency Response Grant Request |
| Action Requested/Recommendation: Adopt Resolution Authorizing the City Manager to Submit a Grant Request to the United States Department of Homeland Security, Federal Emergency Management Agency for a Staffing for Adequate Fire and Emergency Response Grant for the Recruitment of Firefighter Paramedic Positions |
| Presenter(s) Name & Title: Bill Roth, Deputy Fire Chief |

Executive Summary:

This request is for authorization to submit an application to the Department of Homeland Security, Federal Emergency Management Agency (FEMA) for a Staffing for Adequate Fire and Emergency Response (SAFER) Grant to fund up to three Firefighter Paramedic positions. The grant application is due March 6, 2015.

Background, Analysis and Options:

Demand for emergency medical services (EMS) continues to grow and because of this demand and changes in healthcare, the fire department continues to evolve. Currently approximately 80% of the incident volume is EMS based. New rules and regulations from the federal government, reporting requirements for Medicare and ambulance billing, changing requirements from the Mesa County Medical Advisor, and training and continuing education all create additional demands on the emergency response system. In response to the changing workload and beginning with the 2015 budget, three firefighter-paramedic positions were upgraded to EMS supervisors (one on each of the three shifts) to coordinate both administrative and operational EMS needs. This change created three vacancies in firefighter-paramedic positions that normally staff a fire engine.

Staff has evaluated ways to fill these vacancies, with one option being application of a SAFER grant. If awarded, the grant will allow the Department to maintain the staffing on all fire engines and continue to meet established staffing guidelines.

The purpose of SAFER grants is to provide funding directly to fire departments to assist them in increasing the number of firefighters to help communities meet industry minimum standards and attain 24 hour staffing to provide adequate protection from fire and fire related hazards. SAFER will provide two-year grants by paying the salaries

and benefits of the SAFER-funded positions. The grant does not require that the positions continue to be funded after grant expiration.

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

Goal 11: Public safety facilities and services for our citizens will be a priority in planning for growth.

Maintaining adequate staffing levels is critical for providing effective public safety services for our citizens and new demands created by growth.

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

Effective and efficient public safety services are important to supporting a healthy, diverse economy. The Fire Department is a regional provider of fire and emergency medical services to not only the City of Grand Junction but also to the Grand Junction Rural Fire Protection District and the Glade Park Fire Department service areas.

How this item relates to the Economic Development Plan:

Public Safety is one of the Guiding Areas of Emphasis in the Economic Development Plan and this purchase meets the following goal:

Goal: Create and maintain a safe community through professional, responsive and cost effective public safety services.

Applying for this grant is a responsive and cost effective way to maintain adequate staffing levels for public safety services. There is no match and the City is under no obligation to continue these positions after the grant period.

Board or Committee Recommendation:

None

Financial Impact/Budget:

No financial or budget impact to the current 2015 budget. If awarded the grant positions would not be filled until the 2016 budget year. SAFER will fund the salary and benefits for SAFER-funded positions for two years (2016 and 2017). The City is under no obligation to retain SAFER-funded positions after the conclusion of the two year period of performance. However, the Fire Department intends to maintain these positions at which point in time the expenses would continue to be included in the budget without the offsetting grant revenue.

Legal issues:

If awarded, the grant funding documents shall be reviewed and approved by the City Attorney such that the same are consistent with the Resolution.

Other issues:

No other issues have been identified.

Previously presented or discussed:

This has not been previously discussed.

Attachments:

Resolution authorizing application to the Federal Emergency Management Agency in accordance with the representations made in this report.

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. ____-15

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT REQUEST TO THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY FOR A STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE GRANT

RECITALS.

Demand for emergency medical services (EMS) continues to grow and because of this demand and changes in healthcare, the fire department continues to evolve. Currently approximately 80% of the incident volume is EMS based. New rules and regulations from the federal government, reporting requirements for Medicare and ambulance billing, changing requirements from the Mesa County Medical Advisor, and training and continuing education all create additional demands on the emergency response system. In response to the changing workload and beginning with the 2015 budget, three firefighter-paramedic positions were upgraded to EMS supervisors (one on each of the three shifts) to coordinate both administrative and operational EMS needs. This change created three vacancies in firefighter-paramedic positions that normally staff a fire engine.

Staff has evaluated ways to fill these vacancies, with one option being application of a SAFER grant. If awarded, the grant will allow the Department to maintain the staffing on all fire engines and continue to meet established staffing guidelines.

The purpose of SAFER grants is to provide funding directly to fire departments to assist them in increasing the number of firefighters to help communities meet industry minimum standards and attain 24 hour staffing to provide adequate protection from fire and fire related hazards. SAFER will provide two-year grants by paying the salaries and benefits of the SAFER-funded positions. The grant does not require that the positions continue to be funded after grant expiration.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Grand Junction supports submitting the grant request to the Federal Emergency Management Agency for a Staffing for Adequate Fire and Emergency Response Grant for the funding of three firefighter paramedic positions, in accordance with and pursuant to the recitals stated above and authorizes the City Manager to enter into a grant agreement with FEMA if the grant is awarded.

Dated this _____ day of _____, 2015.

President of the Council

ATTEST:

City Clerk

CITY COUNCIL MEETING

CITIZEN PRESENTATION

Date: 8/24/15
Citizen's Name: Bruce Lymilly
Address: 445 Clipeta Avenue #25
Phone Number: _____
Subject: Case Reports - Confess + Payer Settlement

Please include your address, zip code and telephone number. They are helpful when we try to contact you in response to your questions, comments or concerns. Thank you.