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**CITY COUNCIL AGENDA
WEDNESDAY, AUGUST 19, 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

Presentations

July Yard of the Month

Colorado Association of Chiefs of Police Presentation of Re-Accreditation to the Grand Junction Police Department presented by Craig Police Department Chief and CACP Past President Walt Vanatta

*** The Avalon Theatre Foundation will Present a Check for \$200,000 to the City Council Towards the Theatre Renovations

Citizen Comments

[Supplemental Documents](#)

Council Comments

*Revised August 20, 2015
** Indicates Changed Item
*** Indicates New Item
® Requires Roll Call Vote*

REVISED

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

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

Action: Approve the Minutes of the July 29, 2015 Special Meeting, Summary of the August 3, 2015 Workshop and the Minutes of the August 5, 2015 Regular Meeting

- 2. **Setting a Hearing on the 2015 Fourth Supplemental Appropriation Ordinance** [Attach 2](#)

This request is to appropriate certain sums of money to defray the necessary expenses and liabilities of the accounting funds of the City of Grand Junction based on the 2015 budget amendments for establishment of an Employee Retiree Health Trust.

Proposed Ordinance Making Supplemental Appropriations to the 2015 Budget of the City of Grand Junction

Action: Introduce a Proposed Ordinance and Set a Public Hearing for September 2, 2015

Staff presentation: Jodi Romero, Financial Operations Director

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

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

- 3. **Public Hearing—OneWest Outline Development Plan, Located between 23 ¼ and 23 ¾ Roads, from G Road to Highway 6 and 50** [Attach 3](#)

The applicants request approval of an Outline Development Plan (ODP) for OneWest, a Planned Development (PD) zone district with default zone(s) of BP (Business Park Mixed Use) and C-2 (General Commercial) for approximately 177 acres, located between 23 ¼ Road and 23 ¾ Road from G Road to Highway 6 and 50.

Ordinance No. 4676—An Ordinance Zoning the OneWest Development to a PD (Planned Development) Zone, by Approving an Outline Development Plan with Default Zones of BP (Business Park Mixed Use) and C-2 (General Commercial),

Located at 2350 Highway 6 and 50, Between 23 ¼ and 23 ¾ Roads, from G Road to Highway 6 and 50

®Action: Adopt Ordinance No. 4676 on Final Passage and Order Final Publication of the Ordinance in Pamphlet Form

Staff presentation: Brian Rusche, Senior Planner

4. **I-70 at Horizon Drive (Exit 31) Interchange Improvements Project Intergovernmental Agreement Amendment #1** [Attach 4](#)

In September of 2013, the City sponsored project was approved by the State Transportation Commission for funding through the Responsible Acceleration of Maintenance and Partnerships (RAMP) program. This intergovernmental agreement (IGA) amends the April 23, 2014 IGA between Colorado Department of Transportation (CDOT) and specifically the City of Grand Junction's contribution to reflect actual project expenses and revenues based on bids received July 9, 2015.

Resolution No. 38-15—A Resolution Amending an Agreement with the Colorado Department of Transportation for Work on the I-70 at Horizon Drive (Exit 31) Interchange Improvements Project, Authorizing City Matching Funds and Authorizing the City Manager to Sign Amendment #1 to the April 23, 2014 Intergovernmental Agreement with the Colorado Department of Transportation

®Action: Adopt Resolution No. 38-15

Staff presentation: Greg Lanning, Public Works Director

5. **Non-Scheduled Citizens & Visitors**

6. **Other Business**

7. **Adjournment**

Attach 1

GRAND JUNCTION CITY COUNCIL

SPECIAL MEETING MINUTES

JULY 29, 2015

The City Council of the City of Grand Junction, Colorado convened into a Special Meeting on Wednesday, July 29, 2015 at 2:00 p.m. in the City Hall Auditorium, 250 N. 5th Street. Those present were Councilmembers Bennett Boeschstein, Marty Chazen, Chris Kennedy, Duncan McArthur, Barbara Traylor Smith, and Council President Phyllis Norris. Absent was Councilmember Rick Taggart. Also present were Interim City Manager Tim Moore, 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 Kennedy.

The Council will Consider the Settlement of Possible Litigation and/or Claims by an Employee Against the City and/or Certain Other Employees and/or Instructing the Interim City Manager Relative to the Council's Decision on the Proposed Settlement

Council President Norris explained the purpose of the meeting and reviewed what the Council had done so far. She advised that the City Council held an Executive Session on July 27th to speak to their Special Counsel Marni Nathan Kloster. The attorney negotiated a settlement with the employee who stated her intent to file a claim against the City. The employee accepted the offer and the City Council will now discuss their thoughts on whether to accept the agreement.

Council President Norris asked the City Council how they would like to move forward with the discussion and whether or not the agreement should be read into the record.

Councilmember Kennedy thought it was important to read the entire agreement into the record so the community would be aware of what was behind the decision that they were making.

Councilmember McArthur felt the agreement would become part of the record when it was attached to the minutes and it was not necessary to read the entire agreement into the record but just review pertinent parts of the agreement.

Councilmember Boeschstein said that the agreement was a public record and the main points should be read into the record.

Councilmember Chazen felt that the entire agreement should be read into the record.

Councilmember Traylor Smith agreed with Councilmember McArthur in that only the main points should be read into the record for the discussion.

Council President Norris stated that the entire agreement should be read into the record because it was the purpose of the Special Meeting and because it was a tie vote, she asked Council if any of them had any strong feelings as to why the agreement should not be read into the record in its entirety.

Councilmember Traylor Smith said that her reason for not wanting the agreement read into the record was just because of the time it would take so she would support reading it in its entirety.

Council President Norris asked Councilmember Kennedy to read the entire agreement.

Councilmember Kennedy read the agreement into the record as follows:

“RESIGNATION AND SEPARATION AGREEMENT

This Resignation and Separation Agreement (hereinafter "Agreement") is made this 29th day of July 2015. The parties to the Agreement are Elizabeth Tice (hereinafter referred to as "Tice") and the City of Grand Junction (hereinafter referred to as "City" or "the City"). Collectively Tice and the City may be referred to as the "Parties."

RECITALS

A. Tice is currently employed by the City as a Management and Legislative Liaison. She resigned her employment with the City, effective July 29, 2015, and her last day of employment shall be July 29, 2015.

B. This Agreement is offered to Tice by the City on July 28, 2015. Its purpose is to provide severance pay to assist Tice in transitioning to other endeavors and also to fully and finally resolve any claims that Tice has or might have relating to the employment relationship and/or any and all other claim(s) Tice has or may have as of the date this Agreement is signed by all parties, against the City, its current and former employees, representatives and Council members, its attorneys, agents and self-insurance pool (jointly referred to as "Releasees").

C. The Parties' willingness to enter into this Agreement is not an admission of any wrongdoing or liability by either Party relating to their employment relationship and/or the termination of that relationship and/or any other of Tice's claim(s). In fact, each Party specifically denies any wrongdoing or liability to the other.

IN CONSIDERATION of the above Recitals, the payment set forth below, and the mutual covenants and agreements contained herein, as evidenced by Tice's signature and the signature of the Interim City Manager, the Parties agree as follows:

1. Tice hereby tenders her resignation from her employment with the City. Tice's employment shall end at the close of business on July 29, 2015 ("Effective Date" or "the Effective Date").

2. Furthermore, because Tice has made claims against the City Attorney and the Human Resources Director, among others, the City Council has been advised in this matter by Ms. Marni Nathan Kloster as Special Legal Counsel to

the City and Ms. Lori Karl of Mountain States Employers Council has been retained to investigate Tice's claims. Tice waives any and all claims that she has or may have because of or arising out of their involvement and/or action in those regards.

3. Upon execution of this Agreement by Tice by 10 AM on July 29, 2015, this agreement will be brought to the City Council and be the subject of a special meeting on July 29, 2015 at 2 PM for consideration and approval of the Agreement/its terms and if approval is granted by a majority of the City Council, for express direction to be given to the Interim City Manager that he shall execute the Agreement.

4. Notwithstanding her separation as of the Effective Date, Tice agrees to be interviewed and participate, as determined necessary by the City, in the investigation of her complaints provided she is accompanied at any interview by her counsel. Her cooperation in the investigation(s) shall be without compensation or remuneration.

5. Tice shall return any and all documents, equipment, computer(s), I-pad(s), printer(s), keys, proximity cards, parking pass(es), written and electronic materials, files, data and metadata and the equipment, on which the same is made, maintained or accessed and any and all passwords, access codes or authorizations and any financial transaction devices and/or other things in her possession or under her control, which belong to the City.

6. Tice states and acknowledges that her resignation is with the full understanding of the consequences thereof and is voluntarily made and given.

7. The release of claims provided for herein shall be construed to be effective for any and all claims through the Effective Date of this Agreement and shall relate back to and include the entire term of Tice's employment with the City and her relationship with the City of Grand Junction and its officers, employees and Council.

8. The statement of potential claims and the release thereof by the Parties shall be deemed to be complete and all inclusive for all claims made or which accrued during her employment.

9. Tice acknowledges that the City Personnel Policies and various state and federal laws may afford her certain legal protection(s). Tice specifically and affirmatively a) waives full and complete recitation herein of each and every law and policy that may afford her certain legal protection(s) and b) waives those protection(s) because she is tendering her resignation freely, knowingly and voluntarily.

10. This Agreement shall be admissible for the purpose of establishing disposition of any and all claims arising out of or under the Agreement and/or relating to Tice's employment and/or the ending of the same. The offering of this agreement in settlement and compromise or any element of it shall not be admissible in any action in accordance with the principles of Colorado Rule of Evidence 408, if it is not signed by a/the Party/Parties.

11. No cause of action may be filed by either Party against the other with respect to any claims or causes of action released hereby after the Effective Date of this Agreement except for those causes of action arising under the enforcement of this Agreement.

12. The City and Tice agree that Tice shall be paid the gross sum of \$125,000.00, along with the payout of her accrued but unused paid time off (PTO) leave. As of the date of this Agreement Tice may have 4.7145 hours of PTO with a gross value of \$221.58, assuming she has not taken any additional leave. Her PTO shall be paid in accordance with City policy. The payment of the gross amount of \$125,000.00 shall be in a lump sum and shall constitute consideration for full and final settlement of any and all claims, demands or causes of action Tice may now have against the Releasees identified above. By her signature on this Agreement Tice acknowledges the sufficiency of the payment as consideration for the release.

13. Tice shall be solely responsible for taking any and all action(s) to administer her retirement account(s) and insurance and any other program or benefit that was part of or incidental to her compensation while employed by the City.

14. Any and all payments to Tice shall be subject to applicable local, state and federal taxes and withholding in accordance with Tice's W-4 form on file with the City and other applicable deductions. Tice shall be solely and exclusively responsible for determining, reporting and paying any and all attendant tax liabilities arising out of or under the terms of this Agreement, including but not limited to changing filing status, quarterly filing, estimated tax and/or satisfying any other local, state or federal requirement.

15. Tice is entitled to continuation of insurance coverage in accordance with COBRA on or after the Effective Date (or the exact date upon which she becomes eligible) for a period of up to 18 months or until Tice is reemployed, assuming she properly elects such coverage.

16. Tice shall be solely and exclusively responsible for arranging the continuation of applicable coverage(s) and the payment of any and all premiums due on or after that date.

17. To the extent that Tice properly directs all verbal inquiries from prospective employers to only the Assistant Human Resources Director and the Assistant Human Resources Director receives the request, the Assistant Human Resources Director will take reasonable steps for her or his or her designee to respond to any verbal inquiries received about Tice by verifying that Tice was employed by the City, the position held, Tice's respective dates of employment and salary history. This provision does not affect the City's ability to fully release employment information pursuant to a signed authorization. This provision also does not affect Tice's ability to use the reference letter she previously obtained from former City Manager Rich Englehart.

18. In consideration of the provisions of this Agreement, Tice forever and completely releases and discharges the defined Releasees from any and all claims, demands, obligations, actions, liabilities, damages and attorneys' fees, known or unknown, of whatsoever kind and nature arising from, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, damages, injuries or losses which Tice may have or which may result, directly or indirectly, from her employment with the City, complaints she or someone on her behalf has made regarding Releasees, any investigation conducted by the City, the separation of her employment from the City and all processes and statements associated therewith, including but not limited to any matters stated

in the July 29, 2015 meeting or related thereto and any other allegation, claim, demand or issue, whether raised or not, associated with the Releasees, which exists or could have existed, as of the date of this Agreement is executed, which is July 29, 2015. Said release specifically includes, but is not limited to, claims, causes of action, demands or suits arising from or involving training, supervision, work related stress, stress related disorders, age, race or gender discrimination, harassment, occupational injury, disability or disease, claims for unemployment compensation, wage and hour/compensation claims, loss of status, prestige or reputation, breach of contract and/or a claim of a failed, incomplete and/or improper investigation into her complaint(s), claims related to CORA or the Open Meetings Act, allegations made by Claimant regarding Releasees and anything associated with her relationship with the City of Grand Junction and the employees and officers of each, including any claims or causes of action alleging violation of 42 U.S.C. §1983 to and through §1988, the First Amendment, Title VII, Age Discrimination Employment Act, Older Workers Benefit Protection Act, Americans with Disabilities Act, Colorado Anti-Discrimination Act, Family and Medical Leave Act and/or any other federal, state or local law, rule, regulation or policy specifically including claims under, arising out of or relating to the application or not of the personnel rules of the City of Grand Junction. Claims and damages resulting from negligent and/or intentional acts, which preceded the signing hereof, are specifically included within the scope of this release even if unknown to the Parties. Tice further warrants that there are no assignees, subrogees or other third parties who have a right to participate in this settlement or receive any of the consideration provided hereunder and Tice agrees to indemnify, defend and hold forever harmless the Releasees of and from any and all further claims which may be made against the Releasees by any person, firm or corporation acting for Tice or asserting a derivative claim from her.

19. Tice warrants she is over the age of 18 years and legally competent to execute, appreciate and fully understand this Agreement; that no claims for loss of consortium exist; AND THAT BEFORE SIGNING AND SEALING THIS RELEASE, SHE HAS FULLY INFORMED HERSELF OF ITS CONTENT AND MEANING, HAS HAD HER LEGAL COUNSEL EXPLAIN THE MEANING AND LEGAL SIGNIFICANCE OF EACH AND EVERY PROVISION HEREOF AND HAS EXECUTED THIS RELEASE WITH FULL KNOWLEDGE AND UNDERSTANDING THEREOF.

20. In consideration of the provisions of the Agreement, the City releases and discharges Tice from any and all claims, demands, obligations, actions, liabilities and damages, known or unknown, including but not necessarily limited to, hostile work environment, inappropriate and/or failed supervision, inappropriate and/or failed training, and any and all other claims or causes of action arising out of, or occasioned by, her employment with the City. Claims and damages resulting from negligent and/or intentional acts, which preceded the signing hereof, are specifically included within the scope of the release. Tice affirmatively represents that she is aware of no such claims, demands, obligations, actions, liabilities or damages.

21. Tice agrees she will not apply for or in any manner seek employment in any position in any capacity for or with the City.

22. Tice will withdraw/close all EEOC or CCRD charges filed by her, if any, regarding Releasees.

23. The parties have participated and had an equal opportunity to participate in the drafting of this Release. No ambiguity shall be construed against any party based upon a claim that either party was a drafter.

24. This Release shall be construed and interpreted in accordance with the laws of the State of Colorado, without regard to its choice of law rules or principles.

25. This Release contains the entire understanding of the parties hereto with respect to its subject matter and supersedes all prior oral and written understandings and agreements between the parties.

26. Tice shall initial the following, if true, before signing

I have read and I understand the Agreement.

The Agreement is written in a manner such that I know what I am agreeing to. I am freely, voluntarily and knowingly signing and agree by signing to be bound by the agreement.

I have consulted with an attorney before signing.

DATED: July 2, 2015.

Elizabeth Tice

Benjamin Wegener
Attorney for Tice”

City Attorney Shaver pointed out a footnote that Councilmember Kennedy did not read that was at the bottom of page 3 of the Agreement and advised that it should be read into the record. Councilmember Kennedy read the following footnote on the bottom of page 3 into the record.

“Tice acknowledges that the net amount of the payment will be less based upon applicable deductions and withholdings and that Tice has been paid all wages to which she is legally entitled.”

Council President Norris asked Council for comments and discussion.

Councilmember McArthur stated that he didn't want to pay or agree to the agreement; however, based on advice given by Special Counsel Marni Nathan Kloster and the potential costs and circumstances of litigation, he felt it was in the City's best interest to agree to the settlement. He said that if he was independently wealthy and it was his personal money involved, he would feel strongly about litigating the issue.

Councilmember Boeschstein said that it is the City's goal to move forward in a positive and successful manner and to provide the best services to its citizens. He believed accepting the agreement would aid in accomplishing that goal.

Councilmember Chazen stated that the purpose of the meeting was to evaluate a settlement demand received by Elizabeth Tice that seeks a separation of her employment and a waiver of any alleged claims against the City and its Staff in exchange for a severance payment. After analyzing several options with special counsel, he felt that the settlement agreement was the best way to complete the separation so that the City can direct its attention to other matters. He thanked the special counsel for competently guiding Council through the process. It was a frustrating experience with no good options. He is aware that making another severance payment will be unpopular, but he believes that the path they are looking at will minimize future litigation. There is no joy in making the decision but hopefully, it will move the City in a positive direction. By accepting the settlement, Council can focus on hiring a new City Manager and moving forward with the Economic Development Plan. He is looking forward to getting on with that work and getting this behind them.

Councilmember Kennedy said that even after the process of talking with the special counsel and understanding the options and the content of the separation agreement, he still doubted accepting it was the best way to move forward. He was concerned with the City organization and that the settlement may not set the City up to cure what is wrong with the City. He was unsure whether to vote affirmatively or negatively for the separation agreement.

Councilmember Traylor Smith stated that the process has been a grueling one for Council. Council spent a lot of time making difficult decisions. She agreed with Councilmember Kennedy regarding concerns about the City organization, but believed the City can move forward. Accepting the separation agreement is the path that Council has to take to avoid a legal process that could take years and be extremely expensive for the City.

Council President Norris agreed with several comments that Councilmembers made and said that the situation has been very difficult, but Council has to step back and look at the City as a whole and move forward. Council has to look at the cost of the situation and determine which way is best for the City; to accept the agreement or to litigate. She agreed with Councilmember McArthur's comment that even though they think they should litigate the claim, they have to move forward and do what is right for the City. As Councilmember Kennedy commented, she too is torn in making the decision. She has to look at what is best for the City.

Councilmember Kennedy stated the elected officials have a burden of integrity but they also have to recognize that people who choose to serve as public employees have to have a higher level of integrity because they all answer to the community and the citizens. Council's job is about setting policy direction and being fiscally responsible and it is the responsibility of City Staff to ensure the policy directives are done in an environment that respects the individual and instills a sense of a higher duty. He is not convinced that this process will serve that interest.

Councilmember Chazen asked City Attorney Shaver if the agreement satisfied the release of the City from any further liability in this matter. City Attorney Shaver replied

that the agreement as read is a very broad form of release which included any and all potential claims. So the answer to Councilmember Chazen's question was yes it does.

There were no other comments.

Councilmember Chazen moved to accept the resignation separation agreement as read by Councilmember Kennedy. Councilmember Boeschstein seconded the motion.

Councilmember McArthur offered an amendment to the motion to accept the resignation separation agreement as written and direct the Interim City Manager to execute the document on behalf of the City. Councilmembers Chazen and Boeschstein accepted the amendment of the motion. The motion passed by roll call vote 5 to 1 with Councilmember Kennedy voting NO.

Interim City Manager Moore advised Council that he will sign the agreement per their direction. He also stated that he did not participate in the actual settlement negotiations.

Adjournment

The meeting was adjourned at 2:35 p.m.

Stephanie Tuin, MMC
City Clerk

GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY
August 3, 2015 – Noticed Agenda Attached

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

Meeting Adjourned: 8:13 p.m.

City Council Members present: All

Staff present: Moore, Shaver, Lanning, Moberg, Prall, Thornton, Portner, Romero, and Tuin

Also: Poppy Woody, Richard Swingle

Agenda Topic 1. Development Improvement Agreements

Interim City Manager (ICM) Moore said Staff is seeking direction from the Council on the required security and warranty period for Development Improvement Agreements (DIA). ICM Moore reviewed the background on the two parts of a DIA and the history of what happened in the past. During the bust in the 1980's, subdivisions were left partially constructed which resulted in issues for lot owners. With the recent economic downturn, the bar has been raised as to what the bank requires. Council asked if there is an application in the works which is why this coming forward at this time. ICM Moore said that it has been heard indirectly from the developers that security is difficult for them and the City continues to look for options of streamlining processes.

City Attorney Shaver provided some background on the process. Councilmembers Boeschstein and McArthur provided input on the experience they have had with DIA's and development. City Attorney Shaver also talked about phased projects and how this makes it difficult for the developer.

There was a general discussion on what would happen if the City reduced the security requirement from 120% of the value of improvements to 100%. ICM Moore offered to do more research, get additional information, and bring it back to Council. The overall consensus was development isn't happening right now, but it is wise to be thinking about this before it happens.

Agenda Topic 2. Development Fees Policy Discussion

ICM Moore reviewed the current method for considering the City paying development fees for non-profits as well as economic development projects. ICM Moore listed examples of the development fees requests that previously have come before Council and been paid. He also gave examples of the last several non-profits that have asked Council to have fees waived and what amounts they were.

There was a general discussion on whether this should be a line item in the budget, should be looked at on a case by case basis, or if a formal process and criteria for development should be created to consider all requests. After options were discussed, the consensus was to develop a process where requests could be considered during budgeting but not preclude additional requests that come up during the year.

Agenda Topic 3. Transportation Capacity Payments (TCP) Policy:

ICM Moore and Public Works Director Greg Lanning reviewed the impact of growth for infrastructure replacement and expansion, the requirements of the developer for transportation improvements, and the current Transportation Capacity Payments (TCP) program. ICM Moore gave a history on current policy and what had been done on several recent projects.

City Attorney Shaver provided the legal background on the current method but explained the fee has not kept up with costs; the fees were set low and have never kept up.

ICM Moore said after the last study in 2004, the City decided to accept the TCP and build the improvements. How the TCP is calculated was explained by Engineering Manager Trent Prall. The most the TCP collections pay for an improvement is 56% of the costs however the recoup for the 22 Road Improvements Project was only 3%.

Financial Operations Director Romero advised about how much is in this account currently and how much is anticipated for next year.

Councilmember Taggart asked Staff to provide a graph of the different areas that are assessed differently for TCP's.

It was decided that the policy should be left as is but should be reviewed annually.

Agenda Item 4. Budget Process Update

ICM Moore outlined the budget process proposed; July and August is when Staff begins working on the budget with instructions and there will be workshops with Council in September and October. It will then be another month before it comes back to Council for consideration. The review begins with revenue and what the departments think they will collect next year. There is a 2% estimated growth rate for the projected sales and use tax. Then the departments add in their labor costs. There will not be any labor increases unless they can be absorbed internally within the departments. Operating costs will be kept flat; however, product costs and Xcel Energy rates are going up, so to keep the budget flat actually means cuts. In the Information Technology (IT) arena, software maintenance will go up between 2-3% next year. The Capital piece of the budget is a 3 year plan. The final adoption of the budget would be in November or December.

Councilmember Boeschstein asked about the parking study. ICM Moore said the cost is \$55,000 and he will be asking Downtown Development Authority (DDA) to pay half.

On August 20th the Site Selection Committee will meet with all the partners when they come together to discuss who will be doing what for the recently completed plan from the North Star report. Council will discuss the Economic Development (ED) budget for 2016 sometime in September.

Councilmember Taggart said he would like to see a different approach to looking at the budget regarding the planning assumptions being made as part of the budget process. ICM Moore explained how the budget process has worked before; it is brought to Council. Councilmember Chazen agreed with Councilmember Taggart; he would like to break the pattern of how the budget is currently done.

City Attorney Shaver explained that the Charter talks about how it is the City Manager's budget as defined by Council policy. The City Manager implements the policy through the budget.

Councilmembers Taggart and Chazen wanted the Council to have a discussion on a set of budget planning assumptions to include growth rate, revenues, capital, etc. The rest of Council did not object. Councilmember Kennedy said he would like to hear from the departments on their priorities.

Agenda Item 5. Other Business

ICM Moore said there have been many discussions regarding University Boulevard and asked if Council wanted to revisit this. ICM Moore previously sent out cost estimates and the background to Council. Council expressed concerns on the impact on the City as a whole, how such a change would affect the marketing plan, and how the other ED partners feel about the change.

Agenda Item 6. Board Reports

Councilmember Traylor Smith said the Housing Authority was successful in their tax credit tax application. She noted she will be absent from the Wednesday City Council meeting as she is attending a Logistics Conference in Park City.

Councilmember Bennett Boeschstein attended the groundbreaking of the Pathway Village project on 29 Road and the ribbon cutting for Las Colonias Park.

Councilmember Taggart conveyed to the Council that the Airport Board is working very hard to try to bring resolution on the building. The issue is that the federal investigation does not allow the Airport Board to speak publicly on anything. Councilmember Taggart said information had not been conveyed in the past to Council but he will continue to bring information forward as available. Also discussed was the \$1.5 million offer from the City to help secure the building, the finalists for the director at the airport, and what is going on with

Transportation Security Administration (TSA) on the gates. Councilmember Taggart suggested a workshop with the Airport Board in the near future with Council.

Councilmember Kennedy asked about the letter to the EPA on the methane effect on the ozone layer. ICM Moore said there were five members willing to sign.

Adjourn

With no other business, the meeting was adjourned.

**GRAND JUNCTION CITY COUNCIL
MONDAY, AUGUST 3, 2015**

**WORKSHOP, 5:00 P.M.
CITY HALL AUDITORIUM
250 N. 5TH STREET**

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

1. **Development Improvements Agreements:** Staff is seeking direction from the City Council on the required security and warranty period for Development Improvement Agreements.
2. **Development Fees Policy Discussion:** Staff is seeking direction from the City Council on the City's participation in development fees for nonprofit development and economic development projects.
3. **Transportation Capacity Payments (TCP) Policy:** Staff is seeking direction from the City Council on the City's TCP policy on developer required improvements.
4. **Budget Process Update**
5. **Other Business**
6. **Board Reports**

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

August 5, 2015

The City Council of the City of Grand Junction convened into regular session on the 5th day of August, 2015 at 7:00 p.m. Those present were Councilmembers Bennett Boeschstein, Martin Chazen, Chris Kennedy, Duncan McArthur, Rick Taggart, and Council President Phyllis Norris. Councilmember Barbara Traylor Smith was absent. Also present were Interim City Manager Tim Moore, 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 Kennedy followed by a moment of silence.

Appointments

Councilmember Chazen made a motion to reappoint Kelly Flenniken, Sam Baldwin, and James Fleming for Three Year Terms Expiring January 2017 and Appoint Tim Moore and Kristi Pollard for Three Year Terms Expiring January 2018 all to the Grand Junction Colorado State Leasing Authority, Inc. Councilmember Boeschstein seconded the motion. Motion carried by roll call vote.

Certificates of Appointment

To the Riverfront Commission

Gale Foster was present to receive her certificate of appointment to the Riverfront Commission for term expiring July 2018. Ms. Foster thanked the City Council for her appointment.

Citizens Comments

Bruce Lohmiller, 337 Colorado Avenue, addressed the City Council about campaign practices and how candidates are affected; he said it would be good for Mesa County to consider some of these issues. He also mentioned someone would be investigating local issues such as due diligence and the stalking law.

Jeanne Carroll, 1240 Cannell Avenue, said this was her first time speaking in front of City Council and addressed them regarding a jurisdictional issue. She said she is a native of Grand Junction (GJ) and has lived at this address for 31 years. Ms. Carroll was concerned about accurate police reporting for both the Colorado Mesa University (CMU) and City Police Departments and wanted to ensure whichever department had jurisdiction, the process would be handled appropriately. To illustrate her concern, she recalled a May 17th incident of "extreme donuts" being made on the south side of Bunting Avenue. Ms. Carroll had never before reported this type of incident, but felt this was an extreme case. A GJ Police Officer responded and informed her that the area was not within the City's jurisdiction; it was on CMU's private property. She then

requested a CMU officer to respond; no one from CMU came. At 7:10 a.m. on May 18th she went to CMU to speak to Andrew Rodriguez, Assistant Vice President for Auxiliary Services, to let him know the report would be transferred from the City to CMU and to show him the damage. Mark Sutton, Parking Services Manager, responded, but due to a previously negative encounter with Mr. Sutton while he was a GJ Officer, she told him to leave. Ms. Carroll asked the CMU Police Department three times for a copy of the report, but has not received one. She felt as a result of reporting the May incident, dumpsters have been parked on her property, her picket fence has been damaged, and some of her sprinkler heads have been broken by golf carts that have been driven onto her property. Ms. Carroll talked to the GJ Police Chief twice, the GJ Deputy Chief twice; she was advised to write a letter to Derek Wagner, CMU Vice President for Intergovernmental and Community Affairs, and Mr. Sutton regarding her concerns. She felt her reports have been minimized by both Police Departments; these issues are extremely concerning to her as a property owner. Ms. Carroll said she has never had problems regarding her private property in the past, but is now seeking assistance and guidance from City Council regarding these jurisdictional issues and asked why she has not been able to obtain copies of a police report.

Interim City Manager Tim Moore said he and Councilmember McArthur met with the Carroll family and the Police Chief, but he had not received a copy of the police reports. He will follow up.

Councilmember McArthur said they would have additional conversations with the Carroll's and open up a better line of communication.

Ms. Carroll responded to Councilmember McArthur's comment regarding communication and said she felt like they had been left alone. She asked City Council to look at their history; they haven't had any incidents like the one on May 17th around their home. She noted when Larry Gavin was the Parking Services Manager he notified the Carroll's about services that would affect their property, which showed the lines of communication had been open until the May incident.

Council Comments

Councilmember Kennedy said he attended Hilltop's 65th Anniversary celebration and went on a tour of the City's Grand Mesa watershed; he appreciated seeing how the watershed is operated and maintained. He mentioned he is still working on the broadband issue.

Councilmember Chazen went to the July 30th groundbreaking of Pathways Village; this facility will provide low income housing for women and children. On July 22nd he attended a DOLA (Department of Local Authority) meeting where Staff did a good job of presenting a \$600,000 grant request for North Avenue improvements; this would augment a Federal grant. Councilmember Chazen said the search for the Downtown Development Authority Director is continuing; resumes have been reviewed and phone interviews will begin soon.

Councilmember Boeschstein said he attended the Grand Valley Regional Transportation Committee meeting on July 27th where they discussed the I-70 Business Loop; he mentioned the Colorado Department of Transportation is looking closely at this section. He went to the ribbon cutting ceremony for the Alpine Bank Electric Charging Station; the downtown area now has three stations. On July 29th Councilmember Boeschstein met with North Avenue Owners Association Area Captains, Poppy Woody and Kevin Bray, regarding renaming North Avenue and other issues. Other meetings and events he attended were the Pathways Village groundbreaking, the Grand Mesa watershed tour, the Business Incubator meeting, Colorado Riverfront Commission Trail Host meeting, and he helped tutor at the Riverside Education Center.

Councilmember McArthur said he had been in Salt Lake City and took the opportunity to meet with Lloyd Pendleton, a homeless housing consultant, and tour some homeless facilities which provided a type of mixed use housing and allowed tenants to be of different economic levels. He also went to the Club 20 summer meetings in Lake City, Hilltop's Anniversary celebration, and the watershed tour which included presentations by the Department of Natural Resources and the Forest Service.

Council President Norris said she too had attended lots of tours and meetings, but the groundbreaking for Pathways Village stood out since it is such a unique project. The project is a community-wide effort by HomewardBound, the Housing Authority, and Hilltop and will provide needed services to the tenants at the facility. This combination of housing, services, and community collaboration impressed the Governor's office enough that they sent a representative to the groundbreaking.

Consent Agenda

Councilmember McArthur read Consent Calendar items #1 through #4 and then moved to adopt the Consent Calendar. Councilmember Chazen seconded the motion. Motion carried by roll call vote.

1. Minutes of Previous Meetings

Action: Approve the Minutes of the June 25, 2015 Joint Persigo Meeting, the Minutes of the April 1, 2015, July 6, 2015, and the July 27, 2015 Special Meetings, the Summaries of the July 6, 2015 and the July 13, 2015 Workshops, and the Minutes of the July 15, 2015 Regular Meeting

2. Setting a Hearing on OneWest Outline Development Plan, Located Between 23 ¼ and 23 ¾ Roads, from G Road to Highway 6 and 50

The applicants request approval of an Outline Development Plan (ODP) for OneWest, a Planned Development (PD) zone district with default zones of BP (Business Park Mixed Use) and C-2 (General Commercial) for approximately 177 acres, located between 23 ¼ and 23 ¾ Roads from G Road to Highway 6 and 50.

Proposed Ordinance to Zone the OneWest Development to a PD (Planned Development) Zone, by Approving an Outline Development Plan with Default Zones of BP (Business Park Mixed Use) and C-2 (General Commercial), Located at 2350 Highway 6 and 50, Between 23 ¼ and 23 ¾ Roads, from G Road to Highway 6 and 50.

Action: Introduce a Proposed Ordinance and Set a Public Hearing for August 19, 2015

3. **River Trail Subdivision Filing One Drainage Easement Vacation, Located at D Road and Green River Drive**

A request to vacate a public drainage easement covering Tracts G and H of River Trail Subdivision Filing One, located at D Road and Green River Drive, in order to proceed with the next phase of the subdivision.

Resolution No. 37-15 – A Resolution Vacating a Public Drainage Easement within River Trail Subdivision Filing One, Located at D Road and Green River Drive

Action: Adopt Resolution No. 37-15

4. **Contract for the 2015 Sewer Line Replacement Phase II Project**

This request is to award a construction contract for the Sewer Line Replacement Phase II project at various locations within the 201 Persigo boundaries to rehabilitate aging sewer or deteriorated sewer lines. The current sewer lines to be rehabilitated are composed of either reinforced concrete or vitrified clay pipe. As a result of the infrastructure's age and damage caused by hydrogen sulfide gas, this maintenance is necessary to prolong the life of the existing sewer system.

Action: Authorize the City Purchasing Division to Enter into a Contract with Insituform Technologies, LLC of Littleton, CO for the 2015 Sewer Line Replacement Phase II Project for the Bid Amount of \$620,875

ITEMS FOR INDIVIDUAL CONSIDERATION

Public Hearing – Colorado Mesa University (CMU) Rights-of-Way Vacation, Located within the CMU Area

Colorado Mesa University (CMU) requests approval to vacate portions of Cannell, Bunting, Kennedy, Elm, Texas, Hall Avenues, and parts of alleys adjacent to CMU owned properties.

Councilmember Chazen described his relationship with CMU as an instructor at Western Colorado Community College; the connection to this issue is remote but he left it to Council to decide if he should recuse himself.

Councilmember Taggart said he too is a part time instructor at CMU and wanted it made known.

Councilmember McArthur said although it is not legally required for Councilmembers Chazen and Taggart to be recused, due to public perception, he felt both should withdraw.

Councilmember Boeschstein said the test should be whether an independent decision could be made; this vacation request doesn't relate to their jobs. They should be allowed to decide; he has no objection to either participating.

Councilmember Kennedy agreed with Councilmember Boeschstein and would like to leave the decision up to Councilmembers Chazen and Taggart.

Council President Norris said she was concerned about public perception and had recused herself if she felt it would be seen as having any type of influence. She personally felt they should recuse themselves since they have a connection to CMU, but would leave the decision up to them.

Councilmember Chazen asked City Attorney Shaver if he recused himself, would there be a quorum. City Attorney Shaver said if four members voted one way it would be a majority, but if there was a split decision it would not carry; the vote would need unanimity.

Councilmember Chazen said he had recused himself in the past regarding appropriations of cash payments to CMU and decided to recuse himself for both CMU items. He left the room.

Councilmember Taggart chose not to recuse himself.

Scott D. Peterson, Senior Planner, presented this item and described the proposed vacation of rights-of-way adjacent to CMU owned properties.

Mr. Peterson said this application was remanded back to City Staff and CMU for further review at the June 23rd Planning Commission (PC) meeting in order to address various issues raised during the public hearing which were lack of dust control, lack of on-going maintenance, lack of timely cooperation with the Fire Department (FD) regarding turning radius requirements in existing parking lots, and failure to update the PC on CMU's future development plans.

The applicant held a Neighborhood Meeting on March 3, 2015; twenty-eight +/- area residents attended. The applicant provided a presentation which included updates on various activities across campus and information regarding the most recent right-of-way vacation process. After the meeting, when the formal request for vacations were received by the City for review, several area residents submitted letters/emails/phone messages voicing concerns regarding the existing conditions in the area from the previous vacation request and how the newly proposed vacation requests would impact the area. The Staff report contains the correspondence received.

Mr. Peterson reviewed the site location map which showed the proposed areas for vacation. He then showed an aerial view and noted some of CMU's expansion plans. At the July 14, 2015 PC meeting, CMU submitted a proposal to address the concerns of the PC and public; the PC found the request met criteria and recommended conditional approval that stated the City shall retain a utility easement over all of the right-of-way areas and alleys. Staff's assessment is that the proposed vacations would not impede traffic, pedestrian movement, access to private property, or obstruct emergency accesses. Specific improvements CMU agreed to are: to asphalt pave the fire access lanes to a minimum of 20' wide to meet City standards, comply with FD requirements, asphalt pave a new parking lot north of Bunting Avenue, apply mag chloride to unpaved parking lots as needed and asphalt pave the apron areas of the parking lots to help control dust and contain the spread of gravel.

Mr. Peterson said CMU had concerns regarding Paragraph 2 of the Staff report; the FD's requirement for CMU to submit plans in advance of any construction. CMU President Tim Foster will address these concerns in his presentation; Derek Wagner, CMU Vice President for Intergovernmental and Community Affairs and Fire Marshall Chuck Mathis were also present to answer any questions.

Councilmember McArthur noted the PC had some concerns and asked Mr. Peterson to outline those. Mr. Peterson said the PC had two public hearings and there was considerable neighborhood input which included concerns about the condition of the parking lots that were part of previous vacations; lack of dust control and maintenance. In response to the concerns, the PC remanded this request back to Staff and CMU. CMU returned with a proposal to asphalt pave all fire access lanes. Councilmember McArthur noted this request was only for the vacations; the City has no jurisdiction over the site plan review. In his opinion, there is a distinct lack of buffering that has led to neighborhood conflicts. In the case of the Carroll's, there was an alley that provided access to their garage that is now reconstituted asphalt and also provides access to parking lots. He asked if these vacations would produce similar situations.

Mr. Peterson said this request is only areas that are adjacent to CMU owned properties and the public will be able to utilize the fire access lanes. Councilmember McArthur said he understood the City's jurisdiction is limited to the vacation process, but felt a broader line of communication is needed in order to address ongoing citizen concerns. Councilmember Kennedy asked how it was decided mag chloride would be used for dust control. Mr. Peterson said CMU decided to use recycled asphalt parking lots because they are temporary and they had used mag chloride in the past. Councilmember Kennedy asked if the neighborhoods should be notified prior to its application. Mr. Peterson said the City had no input regarding that.

Councilmember Taggart asked Mr. Peterson to define controlled versus owned as it was used in the Staff report. Mr. Peterson explained there were a few private properties that had not been purchased prior to the submittal of CMU's application; they are in the negotiation process now. Councilmember Taggart asked for clarification regarding who would be able to use the circulation drives; would they be restricted to

neighborhood residents and emergency vehicles or would they also be open to public. Mr. Peterson said they would be open to everyone.

Council President Norris noted CMU owns the adjacent properties to the requested vacation areas, and then asked how access to the private properties located beyond those areas would be affected. Mr. Peterson said access would still be available; residents could come directly from 7th Street or use the paved fire access lanes to the east.

Council President Norris asked if Staff was comfortable with the current proposal for fire and rescue access and if CMU would work with the FD and Staff on their future expansion to ensure access. Mr. Peterson said the FD visited the campus weekly and notified CMU if any access is blocked or impaired. As CMU purchases more property, they will return to the City to request additional rights-of-way vacations.

CMU President Tim Foster then addressed some issues and assumptions. He said CMU met twice a year with neighbors to review CMU's plans and take their input, which he felt went above and beyond. He said CMU had a contract with the City for their police force, so if CMU is called, a GJ Officer would respond. President Foster gave a presentation on CMU's exhaustive Master Plan and the properties they had purchased. He said CMU had only purchased properties from willing sellers, which has left a spotty pattern of ownership and no buffer zone in some areas. He noted this had been very expensive area to buy homes; most had asbestos and needed to be demolished. CMU spent over \$16 million buying houses; the City contributed \$4.5 million toward that effort. Without the ability to expand, CMU would not have had the significant growth in enrollment; this continues to be a concern. The lack of student housing has made it necessary to place some students in area hotels; construction of a new residence hall is contingent on this request. President Foster then said CMU has an issue with Paragraph 2 and if it is not removed they will withdraw the application and forgo the new housing that is scheduled to begin in January. Paragraph 2 stated CMU must have their plans reviewed and approved by the FD before any new buildings are constructed; CMU has been building for the last 18 years and he felt the current arrangement works well. Also contingent on this vacation request being approved is a request CMU submitted to the state legislator for new engineering and nursing buildings as well as paving some parking lots. He reviewed CMU's communication efforts and commented it was difficult to talk to some folks when they wouldn't allow CMU to come onto their property. He also explained CMU's difficulty in maintaining parking lots during the school year.

Council President Norris asked Mr. Peterson to read Paragraph 2. Mr. Peterson said Paragraph 2 is under City Fire Department Review of Rights-of-Way Vacation Request and read.

Construction drawings regarding fire apparatus roads and water supplies shall be submitted to the Fire Department for review and acceptance prior to any construction activities to include the demolition of existing street networks or the construction of new university buildings.

Councilmember Boeschstein asked Fire Marshal Mathis to explain.

Chuck Mathis, Fire Marshall, said that comment is typical and is included in almost all documents, including those for City and County buildings; CMU is different in that they wouldn't go through a complete site plan assessment. Questions they seek to address with this are: is there enough water, are there enough hydrants, would the FD have access, and are there any dead ends streets. To CMU's credit they have done a great job across campus; the FD works well with CMU and they work well with the FD. This is a work in progress and while the wording implies full construction drawings, in CMU's case, he would understand it to mean site plan drawings that show connectivity and ways around the buildings, nothing more specific as long as they continue to adhere to current standards.

Councilmember Boeschstein asked if this meant no construction could begin without the FD having reviewed completed plans.

Fire Marshall Mathis said there were two processes. One is the building construction and the second is a site plan which is similar to what President Foster showed when he pointed out where new buildings would be located. These could also be used to show hydrant locations; it would not take an extensive period of time to review and if the plan was good, it could be fast tracked to take only a couple of days which would allow the FD to make suggestions since they may see something the architect did not.

President Foster said this is the collaborative process that is currently being used and it has worked well; CMU and the FD have the same goal.

Council President Norris asked how a change could be made to move this forward. City Attorney Shaver said this is within Council's purview and it would also be appropriate for them to address the Findings of Facts/Conclusions and Conditions; #5 under this section gave him pause just as Mr. Foster had an issue with Paragraph #2 under the FD's proposed conditions. Number 5 states, "CMU has agreed to meet all Grand Junction Fire Department requirements as identified within this application". He was unsure how #5 related to #2; this would need to be addressed.

Council President Norris said it needed to be clarified.

City Attorney Shaver said it would be important to clarify and from his perspective, the interplay between #2, the proposed, and #5, the final, which is not clear.

Councilmember McArthur asked if the City could assume any liability if this requirement is waived and there was a fire.

City Attorney Shaver said liability is subject to a lot of other factors that may occur; independent of the language; that potential is always there.

Councilmember Taggart asked why this would be included in a vacation request and if it should be struck rather than modified.

City Attorney Shaver said Mr. Foster believed it should be struck, but Mr. Mathis thought there were reasons for it to be included; if it is unclear, the solution may be to strike it.

Councilmember Kennedy said he agreed with Mr. Foster's interpretation. He then asked what the language was in the previous vacation ordinance. He would prefer to strike it rather than modify it.

Councilmember McArthur said this vacation appeared to modify the fire protection access to the area; therefore making new accommodations should be part of the plan.

Councilmember Boeschstein noted Mr. Mathis said he would accept sketch drawings; maybe the language should reflect that instead.

Council President Norris asked Mr. Foster if he had a preference.

Councilmember McArthur said this vacation modified fire protection access and that is why Mr. Mathis thought it necessary to include this comment.

Mr. Mathis explained the FD typically looks at access when a building is being constructed and this comment was typical language; it would pertain to this vacation because the approval may lead to construction.

Councilmember McArthur asked if the existing houses would still have fire protection access. Mr. Mathis said those houses would not be affected at this time.

Council President Norris said according to Mr. Foster the plan was to build, but this is a long term project and that could change. She asked if each new building plan would be reviewed at the time of construction.

Mr. Foster said each new building would be subject to the International Fire Codes and the Fire Marshal would review the plans and inspect the building as part of the process. In answer to Councilmember McArthur question, the fire protection access had already been addressed and was reflected in the drawings that were shown. He said in terms of language, Paragraph 4 captured what historically had been done and done successfully.

Councilmember McArthur asked if the Fire Marshal was comfortable striking Paragraph 2 and relying on Paragraph 4 or if he felt Paragraph 2 should be modified.

Mr. Mathis said he would prefer if Paragraph 2 were modified; access could change for a variety of reasons. He suggested "lightening" the language by removing "stopping construction".

Councilmember Boeschstein asked what Mr. Mathis would like it to say.

Councilmember Kennedy commented since this is not a building plan or construction document he was not in favor of modifying Paragraph #2.

Mr. Mathis said he was concerned that fire lanes would be affected if a building were demolished.

Councilmember Taggart asked if Paragraph #4 could be modified by adding "demolish".

City Attorney Shaver said he felt the real question was whether this was applicable to construction activities; generally speaking if Paragraph #2 was deleted there could be an argument that it is redundant based upon Paragraph #4 under Final Conditions.

Dan Robinson, CMU Trustee, said the written language is important; he felt it would be better to delete Paragraph #2 because it does nothing to improve the relationship that had been demonstrated over time. CMU has done everything it can to address fire access and lanes. Paragraphs 1, 3, and 4 addressed everything needed; he urged Council to exclude Paragraph #2 and rely on Paragraphs 1, 3, and 4. He thanked Council for their support.

Council President Norris asked Mr. Mathis if his concern regarding demolitions would be addressed if the language was changed in Paragraph #4.

Mr. Mathis had no objection.

The public hearing was opened at 8:36 p.m.

Ken Harris, 1707 Cannell Avenue, lives next door to the next proposed dorm building. According to the drawing, the proposed alignment would necessitate Texas and Elm Avenues to be vacated in order to finish the complex, which he is in favor of. He felt everyone would be satisfied if the vacations were limited to those two streets and their adjacent alleys. He noted several businesses use Cannell and Mesa Avenues for access; about fifty cars a day access the Little Lambs Day Care and he uses Cannell Avenue for work and errands. He suggested putting in a temporary cul-de-sac at Elm and Texas Avenues to allow a turnaround for emergency vehicles. He felt the request should be resubmitted; this is a big area and he would like to see Garfield Hall finished.

Andy Ford, 860 Kennedy Avenue, said each of the Planning Commissioners were opposed to granting approval to CMU without conditions. He said the spirit of the meeting was that the Commissioners had made a mistake before by approving a vacation to CMU carte blanche and they did not want to make the same mistake. The result, to Staff's credit, was to have CMU pave a fire access lane on Cannell Avenue. However, what he heard tonight from CMU President Foster was that there has been a successful collaborative relationship between CMU, the City, the FD, and the neighborhood; this was not the unanimous view of the PC. He also said, contrary to President Foster, CMU has a great abundance of parking lots; they are everywhere and largely empty. If CMU needed to make a change in their paving schedule, he felt it could be done; it would just not be CMU preference. He then said the alley behind his house is

narrow, and the custom of the homeowners has been to place their fences about a foot in from their alley property line to allow trash and maintenance trucks access; he then asked why CMU placed "jersey bumpers" (used to define the parking lot perimeters) on the property line. He said if they would move the bumpers in like the individual property owners did with their fences, it would allow better traffic movement in the alleys.

Clark Carroll, 1240 Cannell Avenue, agreed with President Foster in that he does not want to lose sight of CMU being an asset to the community and young people. With guarded optimism that the City and CMU will succeed in managing the impacts well, he is in favor of the vacation and hoped citizen concerns would be reviewed and situations monitored. He also hoped complaints brought forward to the authorities would be accurately and thoroughly documented and managed. He also commented that about eight years ago the Clean Air Division suggested the use of mag chloride as a dust suppressant, but he would also like to see a 5 m.p.h. limit imposed in the parking lots and have air quality monitoring devices installed; the new technology is better and not very expensive. He felt the City should take an active role, but felt the problems are real fixable. He suggested having a citizen's advocacy committee formed with CMU so CMU could be informed of issues in order to resolve them sooner.

There were no other public comments.

The public hearing was closed at 8:46 p.m.

Councilmember McArthur appreciated the public comments and President Foster's presentation. He said it was apparent there is still some conflict with the area residents that need to be addressed, but also understood the difficulty if those concerned didn't communicate or attend meetings. However, this request is for a vacation and he will limit his vote to that issue.

Councilmember Boeschstein agreed with Councilmember McArthur and felt a lot of the neighborhood issues could easily be solved by CMU. He noted CMU is part of the Economic Development Plan and the community would be short changed if it didn't have CMU, although it is difficult for those in the neighborhoods where CMU is expanding. He will vote in favor of this request if Paragraph #2 is removed.

Councilmember Kennedy agreed with Councilmember Boeschstein; he will vote in favor also if Paragraph #2 is removed and the verbiage regarding demolishing is added.

Council President Norris commented that the City has contributed a lot of money to CMU and that they have been working together for 20 years. She is glad to see the expansion happening and she will support the vacation with the changes noted by Councilmember Kennedy.

Councilmember McArthur said the benefits CMU provides to the community are obvious, but it does not make the property rights of the residents expendable; they have every right to enjoy the privileges of what is possibly the largest investment of their lives and those rights need to be maintained in cooperation with CMU.

Council President Norris said she did not feel anyone was questioning the neighbors' property rights, but this request is to vacate streets adjacent to CMU owned properties.

Ordinance No. 4673 – An Ordinance Vacating Portions of the Cannell, Bunting, Kennedy, Elm, Texas, Hall Avenues, and Associated Alley Rights-of-Way and Retaining a Utility Easement, Located in the Colorado Mesa University Area

Councilmember Boeschstein moved to adopt Ordinance No. 4673 on final passage and ordered it published in pamphlet form with the deletion of Paragraph 2 and the addition of demolition wording to Paragraph 4. Councilmember Kennedy seconded the motion. City Attorney Shaver suggested also changing the text of the ordinance in Paragraph 4 and incorporating the noted changes into the ordinance. Councilmember Boeschstein accepted the amendment. Councilmember Kennedy seconded the amendment. Motion carried by roll call vote on the amended ordinance.

Council President Norris called for a break at 8:53 p.m.

The meeting reconvened at 9:02 p.m.

Public Hearing – 2015 Third Supplemental Appropriation Ordinance – Colorado Mesa University

This request is to appropriate certain sums of money to defray the necessary expenses and liabilities of the accounting funds of the City of Grand Junction based on the 2015 budget amendment for contribution to the Colorado Mesa University (CMU) Campus Expansion Project.

Jodi Romero, Financial Operations Director, presented two supplemental appropriations and described the budget amendments.

Councilmember McArthur asked where these appropriations fit into the budget.

Ms. Romero said the funds were savings carried forward from the 2014 Budget.

Councilmember McArthur asked how much was carried forward. Ms. Romero said over a \$1 million.

Councilmember McArthur asked from where the additional funds for Horizon Drive would come. Ms. Romero said that would be discussed during the 2016 Capital Planning.

Council President Norris clarified that during the 2015 Budget process it was decided to hold off on paying this item and the next item and to review them mid-year; it was decided in July there was enough money to pay for both of these.

Councilmember Boeschstein echoed Council President Norris and noted sales tax had increased making things like this possible. Ms. Romero confirmed sales tax was

above last year's and the use tax is also strong, but these funds were a carryforward from 2014.

Councilmember Kennedy said he recognized that the expansion of CMU was community development and a part of the ED plan; it is a good use of City money and he will continue to support these projects.

The public hearing was opened at 9:07 p.m.

Lena Elliot spoke on behalf of CMU and thanked City Council for the support they have given in the past and she hoped the future. She said CMU was always knocking at Council's door and the truth is CMU depends on the City; they would not be here without their help. She asked to be forgiven for being so passionate and not slowing down; she hoped their support would continue.

Duke Wortman, Chair of the Hilltop Board, said he has supported CMU and appreciated all the years of support from Council. The institution has grown in his heart and it is a great place which made it easy to recommend to others.

There were no other public comments.

The public hearing was closed at 9:12 p.m.

Ordinance No. 4674 – An Ordinance Making Supplemental Appropriations to the 2015 Budget of the City of Grand Junction

Councilmember Kennedy moved to adopt Ordinance No. 4674 on final passage and ordered it published in pamphlet form. Councilmember Boeschstein seconded the motion. Motion carried by roll call vote.

Public Hearing – 2015 Second Supplemental Appropriation Ordinance

This request is to appropriate certain sums of money to defray the necessary expenses and liabilities of the accounting funds of the City of Grand Junction based on the 2015 budget amendment for the implementation of wage adjustments in accordance with the City's Class and Compensation Market Study.

Councilmember Chazen returned to the meeting.

Jodi Romero, Financial Operations Director, presented this item and described the budget amendments for the wage adjustments in accordance with the City's Class and Compensation Market Study. During last year's budget preparation, it was decided to bring this item forward mid-year for consideration. She then explained the market survey compensation plan.

Councilmember Chazen asked what the total market adjustment was. Ms. Romero said it was just over a million dollars. Councilmember Chazen then asked if it included

wages and benefits to which Ms. Romero answered affirmatively. He then asked her to describe what the wage adjustment was for. Ms. Romero explained a wage evaluation was conducted; 513 positions were under market and required an adjustment ranging from 1.25% to 7.5% and the average pay increase was 3.1%. This request would be for 366 positions that remained under market after the first adjustment and would require a wage adjustment ranging from 1.25 to 3.75%.

Council President Norris commented that when she started with Council, public safety was understaffed; one reason being wages were not at market. This will help keep the City stable and the ordinance needs to be adopted; it is not an across the board increase, it is only for those that are not at a competitive rate.

Councilmember Boeschenstein agreed with Council President Norris' comments. City employees are extremely loyal and hardworking and deserve fair pay; this is based on a fair compensation study.

The public hearing was opened at 9:15 p.m.

There were no public comments.

The public hearing was closed at 9:17 p.m.

Ordinance No. 4675 – An Ordinance Making Supplemental Appropriations to the 2015 Budget of the City of Grand Junction

Councilmember Taggart moved to adopt Ordinance No. 4674 on final passage and ordered it published in pamphlet form. Councilmember Boeschenstein seconded the motion. Motion carried by roll call vote.

Contract for Storage Area Network System Arrays

The Information Technology Division would like to enter into a contract with Sanity Solutions, Inc. for the purchase of three storage array systems, professional installation services, and related support and maintenance agreements for an amount of \$99,766. The new systems will replace two NexSan Storage arrays that have reached end of life with three new storage arrays with the specialized configurations needed to support three different computing environments.

Jim Finlayson, Information Technology (IT) Director, presented this item. Mr. Finlayson explained network storage is a critical component of the City's computer infrastructure. The two existing storage arrays to be replaced through this procurement were purchased in 2009 and 2010 and have reached the end of their reliable and supported life cycles. The IT Fund accrues funds for replacement systems; the necessary funds have been accrued and a formal procurement process was completed. He felt the best solution and value for the City would be from Sanity Solutions, Inc. This replacement system would have three storage arrays and provide 95 Terabyte's (TB) worth of data

storage with expansion capabilities of up to 200 TB; their life expectancy is five to six years.

Councilmember Chazen noted this is a tremendous amount of data and asked if backup provisions have been made. Mr. Finlayson said the current backup systems will accommodate the additional data; those systems are also on scheduled replacement programs; they will be replaced with accrued IT funds when needed.

Councilmember Kennedy asked if any local vendors were approached or was the type of storage needed not available locally. Mr. Finlayson said they did not specifically look for local vendors but it was a fully competitive bid and bids were welcomed from any and all vendors. However, this type of storage is not something that would typically be purchased locally; if so, they would probably be a reseller for a larger company.

Councilmember Kennedy asked if Sanity Solutions, Inc. would configure the system to meet the City's specific needs or would they manufacture the systems. Mr. Finlayson said Sanity Solutions, Inc. would configure and help install the systems manufactured by NexScan, an industrywide known storage provider. Councilmember Kennedy asked if he felt the 95 TB storage would be enough to carry the City forward for five years. Mr. Finlayson said based on the rate of growth, he did not think so, but the systems are expandable and can be ramped up as needed. Councilmember Kennedy asked what the life cycle of the system is. Mr. Finlayson said Sanity Solutions, Inc. estimated five to six years which is pretty typical.

Councilmember McArthur asked if the request was for hardware and software. Mr. Finlayson said this would primarily be for hardware but there was a software operating system associated with it. Councilmember McArthur asked how big the system would be. Mr. Finlayson said, even though there would be a lot of storage, it would fit on a 2' by 3' rack. Councilmember McArthur asked if it would fit in the current storage area. Mr. Finlayson said although it would fit in the current storage area, IT was in the process of relocating the center because it was almost out of space and the weight of the equipment was now greater than the second floor capacity.

Councilmember Chazen made a motion to authorize the Purchasing Division to enter into a contract with Sanity Solutions, Inc. for the purchase of storage arrays in the amount of \$99,766. Councilmember Kennedy 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 9:27 p.m.

Stephanie Tuin, MMC
City Clerk



Date: 8/11/15
 Author: Jodi Romero
 Title/ Phone Ext: Financial Operations
Director
 Proposed Schedule: August 19th, 2015
 2nd Reading
 (if applicable): September 2, 2015

Attach 2
CITY COUNCIL AGENDA ITEM

Subject: 2015 Fourth Supplemental Appropriation Ordinance
Action Requested/Recommendation: Introduce a Proposed Ordinance and Set a Public Hearing for September 2, 2015
Presenter(s) Name & Title: Jodi Romero, Financial Operations Director

Executive Summary:

This request is to appropriate certain sums of money to defray the necessary expenses and liabilities of the accounting funds of the City of Grand Junction based on the 2015 budget amendments for establishment of an Employee Retiree Health Trust.

Background, Analysis and Options:

Supplemental appropriations are required to ensure adequate appropriations by fund. If a new project, program or change of to a project or program is authorized by City Council a supplemental appropriation is also required for the legal authority to spend the funds.

The City has an employee funded retiree health program that provides retiree health insurance for employees who retire after age 50 and prior to being eligible for Medicare coverage. Disabled employees can participate before 50 as long as certain qualifications are met. The program is funded by mandatory active employee contributions and once an employee is a retiree participant the program pays a portion of the premium and the retiree pays the remainder. Retiree participation is a limited time only and ceases once the employee is eligible for Medicare. Currently the program is accounted for in the General Fund. Establishment of a formal Trust has several advantages; a trust will provide stronger legal protection for employee-held assets, a decision making board will be formed with employee representation allowing for evaluation and implementation of plan modifications, the ability to account for plan assets and future revenues in the valuation against long-term liabilities, and the ability to invest in longer term assets which will result in much higher investment earnings than currently allowed under the City’s general investment policies. After establishment of the Trust, the OPEB (Other Post Employment Benefits) valuation will result in a reduction of the reported unfunded liability.

Due to the positive healthcare claims experience over the last two years, the City has the opportunity to prefund a portion of the liability with the reimbursement received from Rocky Mountain Health Plans.

This 2015 supplemental appropriation provides, upon passage of the ordinance, for the following by fund:

General Fund 100 (\$1,527,202) for the disbursement of retiree health funds and establishment of a formal trust to manage the post-employment benefit including a transfer from the Insurance Fund as described below

Self-Insurance Fund 404 (\$500,000) for the transfer to the General Fund from Rocky Mountain Health Plans cost sharing reimbursement for the disbursement of retiree health funds

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

This action is needed to meet the Plan goals and policies.

How this item relates to the Economic Development Plan:

The appropriation ordinances provide the legal authority for the spending budget of the City. The budget supports and implements the City Council's economic vision and in particular the roles of "providing infrastructure that fosters and supports private investment" as well as "investing in and developing public amenities."

Board or Committee Recommendation:

None.

Financial Impact/Budget:

The supplemental appropriation ordinance is presented in order to ensure sufficient appropriation by fund to defray the necessary expenses of the City.

Legal issues:

The ordinance has been drawn, noticed, and reviewed in accordance with the Charter.

Other issues:

None known at this time.

Previously presented or discussed:

The Employee Retiree Health Trust and transfer of funds from the Insurance Fund as well as the wage adjustments were discussed at the July 13th, 2015 City Council budget workshop at which time City Council directed Staff to bring forward as amendments to the 2015 Adopted Budget.

Attachments:

Proposed Fourth Supplemental Appropriation Ordinance for 2015 Budget

ORDINANCE NO. ____

**AN ORDINANCE MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 2015
BUDGET OF THE CITY OF GRAND JUNCTION**

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

That the following sums of money be appropriated from unappropriated fund balance and additional revenues to the funds indicated for the year ending December 31, 2015, to be expended from such funds as follows:

Fund Name	Fund #	Appropriation
General	100	\$ 1,527,202
Self-insurance	404	\$ 500,000

INTRODUCED AND ORDERED PUBLISHED IN PAMPHLET FORM this ____ day of ____, 2015.

TO BE PASSED AND ADOPTED AND ORDERED PUBLISHED IN PAMPHLET FORM this ____ day of ____, 2015.

Attest:

President of the Council

City Clerk



Date: July 15, 2015
 Author: Brian Rusche
 Title/ Phone Ext: Senior Planner/4058
 Proposed Schedule:
1st Reading: Wednesday, August 5, 2015
2nd Reading: Wednesday, August 19,
2015
 File #: PLD-2014-385

Attach 3

CITY COUNCIL AGENDA ITEM

Subject: OneWest, Outline Development Plan, Located Between 23 ¼ and 23 ¾ Roads, From G Road to Highway 6 and 50
Action Requested/Recommendation: Adopt the PD (Planned Development) Zoning Ordinance on Final Passage and Order Final Publication in Pamphlet Form
Presenters Name & Title: Brian Rusche, Senior Planner

Executive Summary:

The applicants request approval of an Outline Development Plan (ODP) for OneWest, a Planned Development (PD) zone district with default zone(s) of BP (Business Park Mixed Use) and C-2 (General Commercial) for approximately 177 acres, located between 23 ¼ Road and 23 ¾ Road from G Road to Highway 6 and 50.

Background, Analysis and Options:

The subject property was annexed in 1995 as part of the Northwest Enclave. It has never been developed. The property has been owned by a consortium of persons for many decades. Approximately 40 acres of their holdings adjacent to 24 Road was subdivided and sold in 2008, with the current owners retaining approximately 177 acres. This acreage is one of the largest contiguous land holdings in the city limits, larger than the Mesa Mall property. It has over one-half mile of frontage on Highway 6 & 50 and consequently is designated for future Commercial development by the Comprehensive Plan. On the north it borders G Road, with the new Community Hospital rising outside the property’s northeast (NE) corner. The Grand Valley Circulation Plan bisects the property with proposed major roadways, including the F ½ Road Parkway (parallel to the Xcel high-voltage lines), 23 ½ Road as a principal arterial (extending north to I-70), and major collectors at ¼ mile intervals.

This Plan effectively creates four separate “pods” which the property owners would like to create via subdivision. Since the 24 Road portion of the property was subdivided in 2008, no additional subdivisions are permitted until 2018 without providing infrastructure to serve future development. The applicants would like to divide the property into more marketable parcels, acknowledging that infrastructure would be necessary to develop those parcels. Consequently, the applicants are currently negotiating a Development Agreement with the City that will address the responsibilities of each party relative to future infrastructure development. This agreement will be finalized prior to allowing any subdivision of the property. The property is currently split between the M-U (Mixed Use) and C-2 (General Commercial) zone districts. In order to set the stage for future development, the applicants have proposed an Outline Development Plan (ODP) which

specifies potential uses for each of the four pods. The implementation of this plan will be through Final Development Plans for each pod (or portion as appropriate) and future subdivisions, consistent with the ODP and Development Agreement.

A full analysis of the proposed ODP is included in the attached report.

Neighborhood Meeting:

The applicant held a Neighborhood Meeting on July 21, 2014 with 10 citizens attending the meeting along with City Staff, the applicant and applicant's representatives. Among the items discussed included the proximity of this project to Mobile City at 2322 Highway 6 & 50 and access to the property at 2380 Highway 6 & 50, along with anticipated future land uses and the future construction of F ½ Road.

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.

Policy A: To create large and small "centers" throughout the community that provide services and commercial areas.

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

Policy B: The City will provide appropriate commercial and industrial development opportunities.

The completion of Community Hospital will create a shift in the provision of medical services to the regional area. The applicant seeks to capitalize on this shift by establishing future land uses that are compatible with the hospital and surrounding properties and also seeks to subdivide the property into more manageable, marketable parcels. These goals are consistent with the above goals for the community articulated in the Comprehensive Plan.

How this item relates to the Economic Development Plan:

The purpose of the 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 ODP is the first step toward eventual development of this property, which is larger than the Mesa Mall property and has over one-half mile of frontage on Highway 6 & 50.

Board or Committee Recommendation:

The Planning Commission forwarded a recommendation of approval of the Zoning Ordinance at their regular meeting of June 9, 2015.

Financial Impact/Budget:

Development of the property could provide significant financial benefit to the City in the form of taxable property and sales, but likewise could create significant impact to the City in the form of necessary transportation improvements and maintenance. The City is currently negotiating a Development Agreement that will address the responsibilities of each party relative to future infrastructure development.

Legal issues: The City Attorney's office has reviewed the request.

Previously presented or discussed:

First Reading of the Zoning Ordinance was August 5, 2015.

Attachments:

1. Background Information
2. Staff Report
3. Site Location Map
4. Aerial Photo
5. Grand Valley Circulation Plan Map
6. Comprehensive Plan Future Land Use Map
7. Existing Zoning Map
8. Ordinance

BACKGROUND INFORMATION					
Location:		2350 Highway 6 & 50			
Applicant:		CFP Estate, Ltd. – Owner Gus R. and Chris R. Halandras – Owner Andy Peroulis – Owner George E. Pavlakis – Owner Tom Logue – Representative Joe Coleman - Counsel			
Existing Land Use:		Vacant land			
Proposed Land Use:		Mixed Use Planned Development			
Surrounding Land Use:	North	Industrial Community Hospital (under construction) Medical Office			
	South	Industrial, including Gravel Extraction			
	East	Vacant Mixed Commercial/Industrial			
	West	Gravel Extraction RV and Mobile Home Park			
Existing Zoning:		MU (Mixed Use) C-2 (General Commercial)			
Proposed Zoning:		PD (Planned Development)			
Surrounding Zoning:	North	I-2 (General Industrial) BP (Business Park Mixed Use)			
	South	I-1 (Light Industrial)			
	East	MU (Mixed Use) C-2 (General Commercial)			
	West	I-1 (Light Industrial)			
Future Land Use Designation:		Commercial/Industrial Commercial			
Zoning within density/intensity range?		X	Yes		No

Uses: The property will be developed into four distinct areas (Pods). Each of the pods includes a combination of uses that reflect the anticipated demand for each pod. A full table of allowed uses is included in the Ordinance. The primary uses for each pod are as follows:

- Pod 1: Default zone – BP; Medical Office/Clinic, Manufacturing and Production, Group Living
- Pod 2: Default zone – BP; Medical Office/Clinic, Group Living, Multi-Family Housing, Retail Sales and Services, Personal Care, General Offices
- Pod 3: Default zone – C-2; Hotel/Motel, General Offices, Contractor Shops w/ Outdoor Storage, Auto Service, Retail Sales and Services

Pod 4: Default zone – C-2; Shopping Center (Big Box), Restaurants, Retail Sales and Services, Auto Service, General Offices

Performance Standards: The ODP states that Title 25 – 24 Road Corridor Design Standards shall apply. Additional performance standards are included which address loading docks, vibration, smoke, odor, noise, glare, wastes, fire hazards, and hazardous materials, along with outdoor storage. The full text of these standards is included in the Ordinance. Conformance with these standards will be evaluated with the Final Development Plan for each Pod (or portion thereof).

Density: The density range for Pods 1 and 2 is a minimum of 8 du/ac and a maximum of 24 du/ac, which is consistent with the default zone of BP (Business Park Mixed Use). No detached single-family is allowed. Pods 3 and 4 do not include residential uses.

Access and Circulation: The Grand Valley Circulation Plan bisects the property with proposed major roadways, including the F ½ Road Parkway (parallel to the Xcel high-voltage lines), 23 ½ Road as a principal arterial (extending north to I-70), and major collectors at ¼ mile intervals. The imposition of this roadway grid onto the property creates the Pods. The City is currently negotiating a Development Agreement that will address the responsibilities of each party relative to future infrastructure development, including the construction of these roadways.

Internal circulation, including access to neighboring properties as applicable, will be evaluated with the Final Development Plan for each Pod (or portion thereof) and will conform to Transportation Engineering and Design Standards (TEDS).

Open Space: No open space or parkland is included in the proposed ODP. However, the Applicant has incorporated a landscape buffer along the west side of Pod 3, which is adjacent to the Mobile City RV & Home Park. In addition, stormwater management ponds that will be designed to accept regional drainage currently flowing into this area will be located at the highway entrance to the development serving as entry features and open space. Open space and park dedication requirements, including fees in-lieu of, will be evaluated with the Final Development Plan for each Pod (or portion thereof).

Lot Layout: The goal of the proposed ODP and forthcoming Development Agreement is to facilitate the division of the property into smaller, more marketable parcels. The layout of these parcels, beyond the four pods created by the Grand Valley Circulation Plan, will be evaluated with the Final Development Plan for each Pod or portion thereof. The minimum lot size in Pods 1 and 2 is 1 acre and is ½ acre in Pod 3, with no minimum for Pod 4. While no subdivision has been submitted at this time, a condition has been placed on approval of the ODP that a final development plan and plat must be approved within six (6) years.

Landscaping: Each new building within the pods will be required to adhere to the landscaping standards found in GJMC Section 21.06.040. The ODP includes a buffer along the west side of Pod 3 adjacent to the Mobile City RV & Home Park. In addition, stormwater management ponds at the highway entrance to the development will serve as entry features and are required by the landscaping code to be visual amenities.

Signage: Signage within the development shall meet the standards of GJMC Section 21.06.070, with the following exceptions:

One (1) freestanding project identification monument sign shall be allowed at no more than two intersecting corners along all roadways within the development.

A sign package will be required as part of each Final Development Plan and/or Site Plan.

The existing billboards located within Pod Four may remain as nonconforming uses until such time as site development activity begins on Pod Four. New billboards within the PD will not be permitted.

Phasing: Pursuant to the Code, a final development plan and/or the subdivision plat are necessary to ensure consistency with the approved outline development plan. The City is currently negotiating a Development Agreement that will address the responsibilities of each party relative to future infrastructure development, including phasing of said infrastructure. This agreement will be finalized prior to allowing any subdivision of the property. The applicants indicate that ultimate build-out will occur over a 20 year period. Given the size of the property and historical absorption rate of development within the Grand Valley, with the market ultimately determining how the pods develop, a long term phasing plan would be inappropriate for this development.

A condition has been placed on approval of the ODP that a final development plan and plat must be approved within six (6) years. If a final development plan and plat is not approved within 6 years, the ODP would expire and the zoning would revert back to the original MU and C-2. All subsequent final development plans and/or plats after the first must be reviewed under the code in effect at the time of submittal, including the standards of this ODP and any subsequent amendments.

Long-Term Community Benefit: The intent and purpose of the PD zone is to provide flexibility not available through strict application and interpretation of the standards established in Section 21.03.040 of the Zoning and Development Code. The Zoning and Development Code also states that PD (Planned Development) zoning should be used only when long-term community benefits, which may be achieved through high quality planned development, will be derived. Long-term benefits include, but are not limited to:

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

The long-term community benefit of the proposed PD is the provision of more effective infrastructure, including but not limited to the street network (both major roads and local streets), sanitary sewer and other utilities, and regional storm water management.

The property is bisected by major roadways that will need to be constructed to address future traffic and circulation needs. By creating pods out of the property, using these roadways as boundaries, allows for incremental construction of the necessary infrastructure, not just the roads but also sewer, water, etc. This incremental construction does benefit the developer, in terms of reduced upfront costs, but also the City in terms of avoiding future maintenance costs on underutilized infrastructure. The City is currently negotiating a Development Agreement that will address the responsibilities of each party relative to future infrastructure development. There is an opportunity to collaborate on mutually beneficial designs for storm water management within the PD, specifically the creation of ponds that will be designed to accept regional drainage currently flowing into this area, located at the highway entrance to the development. The area(s) required as determined by the City for the regional drainage facilities shall be dedicated to the City at the time the first plat is recorded for any land included within the ODP.

Default Zones and Deviations:

The default zone for Pod 1 and 2 is BP (Business Park Mixed Use). The dimensional standards are as follows, with deviations noted in *italics*.

Density: Minimum 8 units/acre. Maximum 24 units/acre.

Minimum lot area/width: 1 acre / 100 feet

Front yard setback (Principal/Accessory): 15'/25'.

Side and Rear yard setbacks: 0'

Maximum building height: 65' (Pod 1), 40' (Pod 2).

Maximum building size: No maximum

The default zone for Pod 3 and 4 is C-2 (General Commercial). The dimensional standards are as follows, with deviations noted in *italics*.

Minimum lot area/width: 0.5 acres / 50 feet (Pod 3); Pod 4 – N/A

Front yard setback (Principal/Accessory): 15'/25'.

Side and Rear yard setbacks: 0' except identified Buffer Area is 15'

Maximum building height: 40'

Maximum building size: No maximum

Section 21.02.150 of the Grand Junction Zoning and Development Code:

An Outline Development Plan (ODP) application shall demonstrate conformance with all of the following:

- i. The Comprehensive Plan, Grand Valley Circulation Plan and other adopted plans and policies;

The proposed Outline Development Plan complies with Comprehensive Plan, Grand Valley Circulation Plan and other applicable adopted plans and policies, as described throughout this report.

- ii. The rezoning criteria provided in Section 21.02.140 of the Grand Junction Zoning and Development Code;

(1) Subsequent events have invalidated the original premises and findings; and/or

The current zoning of the property is M-U and C-2, which bisects the entire property in a way that is roughly parallel to the highway. The Grand Valley Circulation Plan bisects the property with proposed major roadways, which effectively creates four separate “pods”. The ODP would set specific uses for each pod, uses which would be compatible with the new Community Hospital and other surrounding land uses.

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; and/or

The construction of Community Hospital is already creating a shift in the provision of medical services to the regional area. The applicant seeks to capitalize on this shift by establishing land uses compatible with the hospital and other surrounding uses. Staff has reviewed and incorporated modifications to the proposed uses that will be more compatible with the hospital while allowing for market conditions to determine the ultimate land use mix.

This criterion has been met.

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

Adequate public facilities and services (water, sewer, utilities, etc.) are currently available or will be made available concurrent with the development and commiserate with the impacts of the development.

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; and/or

The subject property one of the largest contiguous, undeveloped land holdings in the city limits. While the property is already zoned for commercial and mixed

uses, the ODP provides more specific land uses compatible with the new Community Hospital and other surrounding uses. This type of specificity, along with the ability to amend the PD over time as conditions warrant, is more suitable for such a large land holding than piecemeal development using conventional zoning, in that it will be clear to future owners, neighbors, and City officials what types of uses may come to fruition within the PD.

This criterion has been met.

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

The long-term community benefit of the proposed PD is the provision of more effective infrastructure, including but not limited to the street network (both major roads and local streets), sanitary sewer and other utilities, and regional storm water management.

The property is bisected by major roadways that will need to be constructed to address future traffic and circulation needs. By creating pods out of the property, using these roadways as boundaries, allows for incremental construction of the necessary infrastructure, not just the roads but also sewer, water, etc. This incremental construction does benefit the developer, in terms of reduced upfront costs, but also the City in terms of avoiding future maintenance costs on underutilized infrastructure. The City is currently negotiating a Development Agreement that will address the responsibilities of each party relative to future infrastructure development. There is an opportunity to collaborate on mutually beneficial designs for storm water management within the PD, specifically the creation of ponds that will be designed to accept regional drainage currently flowing into this area, located at the highway entrance to the development.

This criterion has been met.

iii. The planned development requirements of Chapter 21.05;

The proposed ODP is in conformance with the Planned Development requirements of Chapter 21.05 of the Zoning and Development Code.

iv. The applicable corridor guidelines and other overlay districts in Chapter 21.07;

A floodplain, caused by overtopping sheet flow from Leach Creek, includes 100 and 500 year flooding and covers all of Pod 2 and large areas of Pods 3 and 4. Each individual structure in this floodplain must meet floodplain requirements in Section 21.07.010 and be documented with a Flood Elevation Certificate.

The ODP states that Title 25 – 24 Road Corridor Design Standards shall apply. Conformance with these standards will be evaluated with the Final Development Plan for each Pod or portion thereof.

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

Adequate public facilities and services (water, sewer, utilities, etc.) are currently available or will be made available concurrent with the development and commiserate with the impacts of the development.

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

The Grand Valley Circulation Plan bisects the property with proposed major roadways, including the F ½ Road Parkway (parallel to the Xcel high-voltage lines), 23 ½ Road as a principal arterial (extending north to I-70), and major collectors at ¼ mile intervals. The Pods are created by the imposition of this roadway grid onto the property. The City is currently negotiating a Development Agreement that will address the responsibilities of each party relative to future infrastructure development, including the construction of these roadways.

Internal circulation will be evaluated with the Final Development Plan for each Pod or portion thereof and will conform to Transportation Engineering and Design Standards (TEDS).

- vii. Appropriate screening and buffering of adjacent property and uses shall be provided;

The ODP includes a buffer along the west side of Pod 3 adjacent to the Mobile City RV & Home Park.

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

The proposed density range for Pods 1 and 2 is a minimum of 8 du/ac and a maximum of 24 du/ac. No detached single-family is allowed. Pods 3 and 4 do not include residential uses.

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

The default land use zones are as follows:

Pods One and Two: BP (Business Park Mixed Use) with deviations contained within the Ordinance.

Pods Three and Four: C-2 (General Commercial) with deviations contained within the Ordinance.

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

Pursuant to the Code, a final development plan and/or the subdivision plat are necessary to ensure consistency with the approved outline development plan. The City is currently negotiating a Development Agreement that will address the responsibilities of each party relative to future infrastructure development, including phasing of said infrastructure. This agreement will be finalized prior to allowing any subdivision of the property. The applicants indicate that ultimate build-out will occur over a 20 year period. Given the size of the property and historical absorption rate of development within the Grand Valley, with the market ultimately determining how the pods develop, a long term phasing plan would be inappropriate for this development.

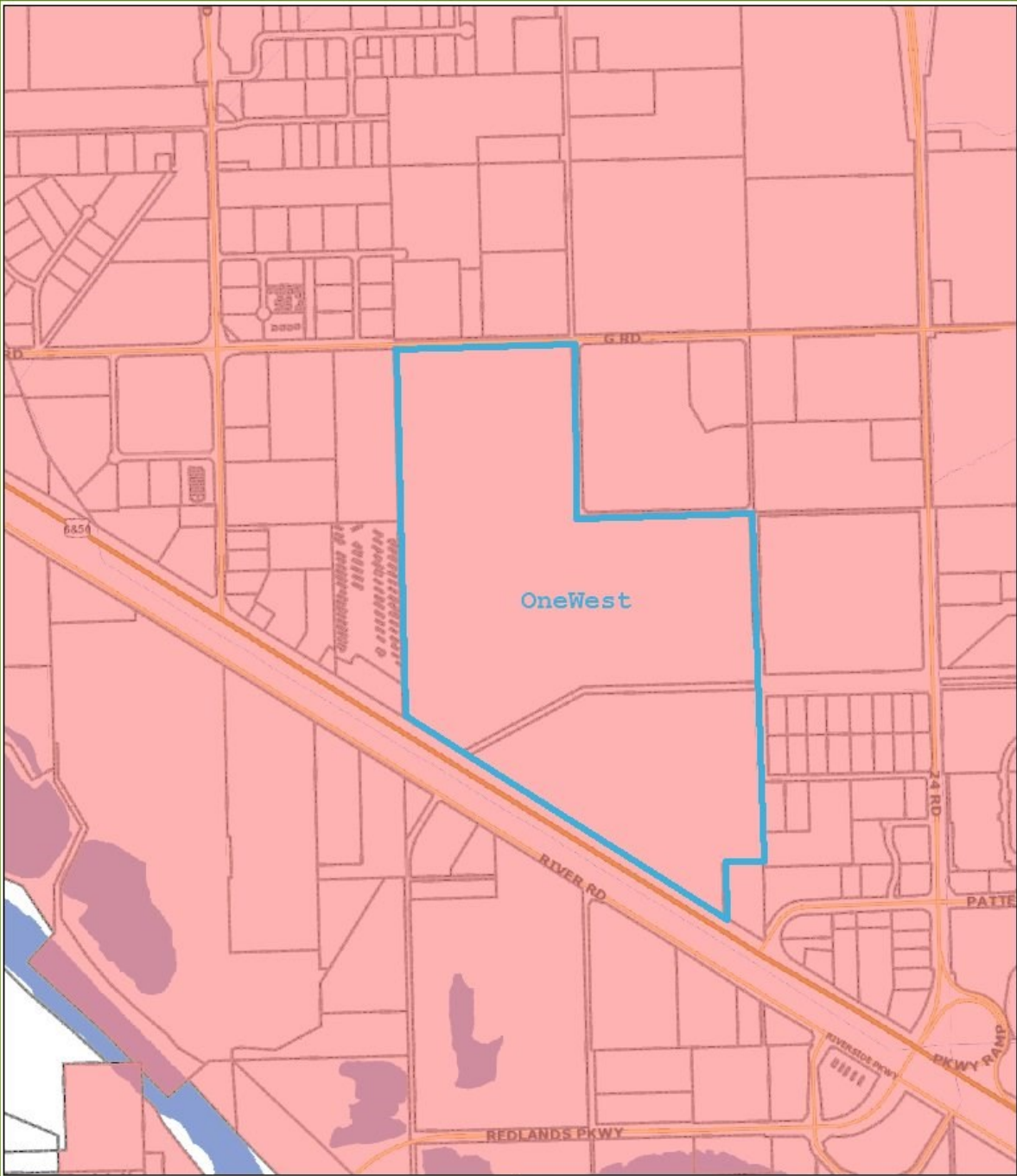
A condition has been placed on approval of the ODP that a final development plan and plat must be approved within six (6) years. If a final development plan and plat is not approved within 6 years, the ODP would expire and the zoning would revert back to the original MU and C-2. All subsequent final development plans and/or plats after the first must be reviewed under the code in effect at the time of submittal, including the standards of this ODP and any subsequent amendments.

PLANNING COMMISSION RECOMMENDATION:

After reviewing the OneWest application, PLD-2014-385, a request for approval of an Outline Development Plan (ODP) and Planned Development Ordinance, the following findings of fact/conclusions and conditions of approval were determined:

1. The requested Planned Development - Outline Development Plan is consistent with the goals and polices of the Comprehensive Plan, specifically, Goals 3 and 12.
2. The review criteria in Section 21.02.150 of the Grand Junction Zoning and Development Code have all been met or addressed.
3. A Final Development Plan and plat must be approved within 6 years of the PD Ordinance. If a Final Development Plan and plat is not approved within 6 years, the ODP will expire and the zoning will revert back to the original MU and C-2.
4. The area(s) required as determined by the City for the regional drainage facilities shall be dedicated to the City at the time the first plat is recorded for any land included within the ODP.
5. All subsequent plans and/or plats must be reviewed under the code in effect at the time of submittal, including the standards of this ODP and the PD Ordinance and/or any subsequent amendments thereto.

Location Map



0 0.275 0.55 Miles

Printed: 6/1/2015

1 inch = 943 feet



Aerial Photo (2014)



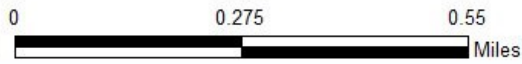
0 0.275 0.55
Miles

Printed: 6/1/2015

1 inch = 943 feet



Grand Valley Circulation Plan

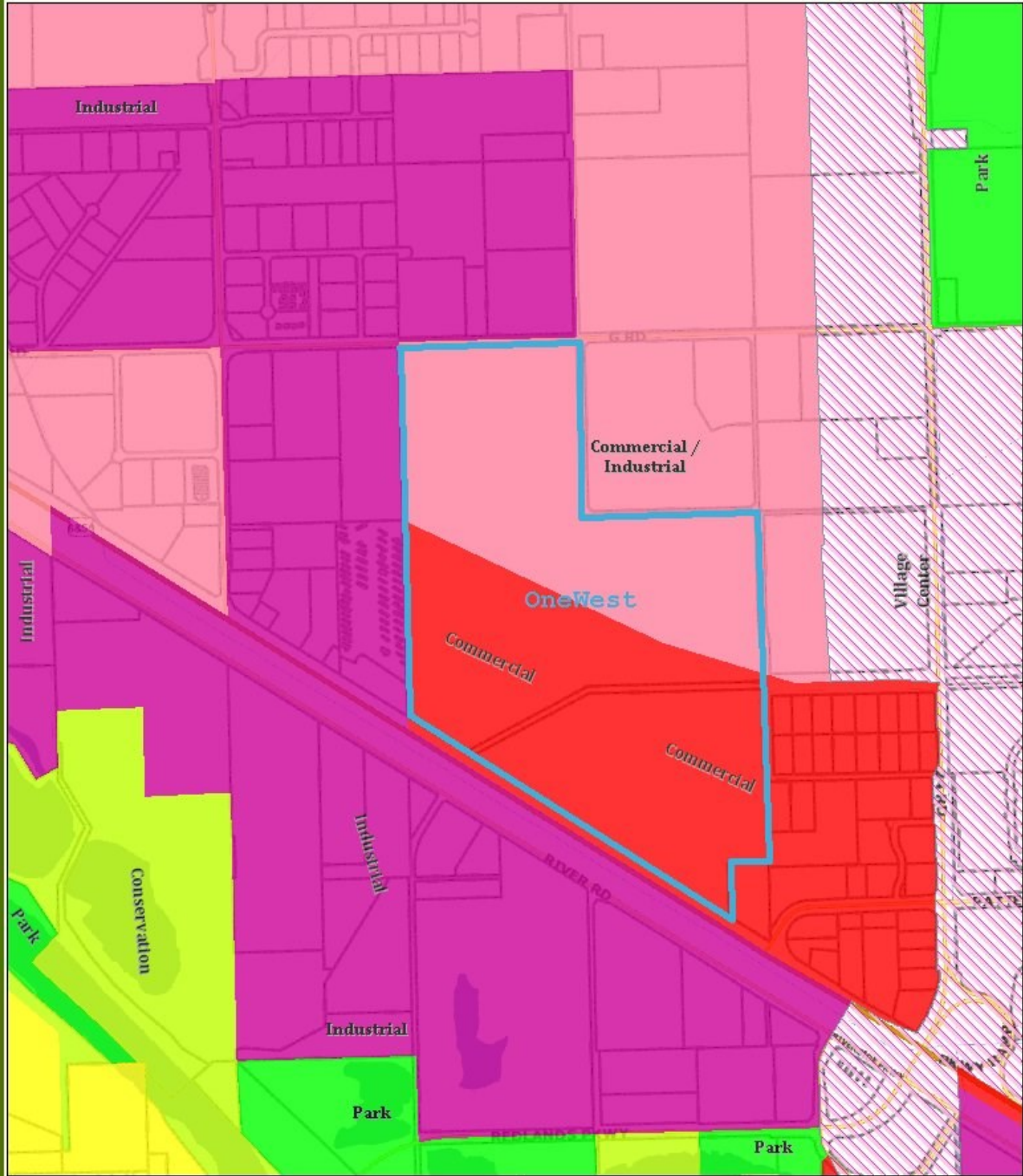


Printed: 6/4/2015

1 inch = 943 feet



Comprehensive Plan - Future Land Use Map



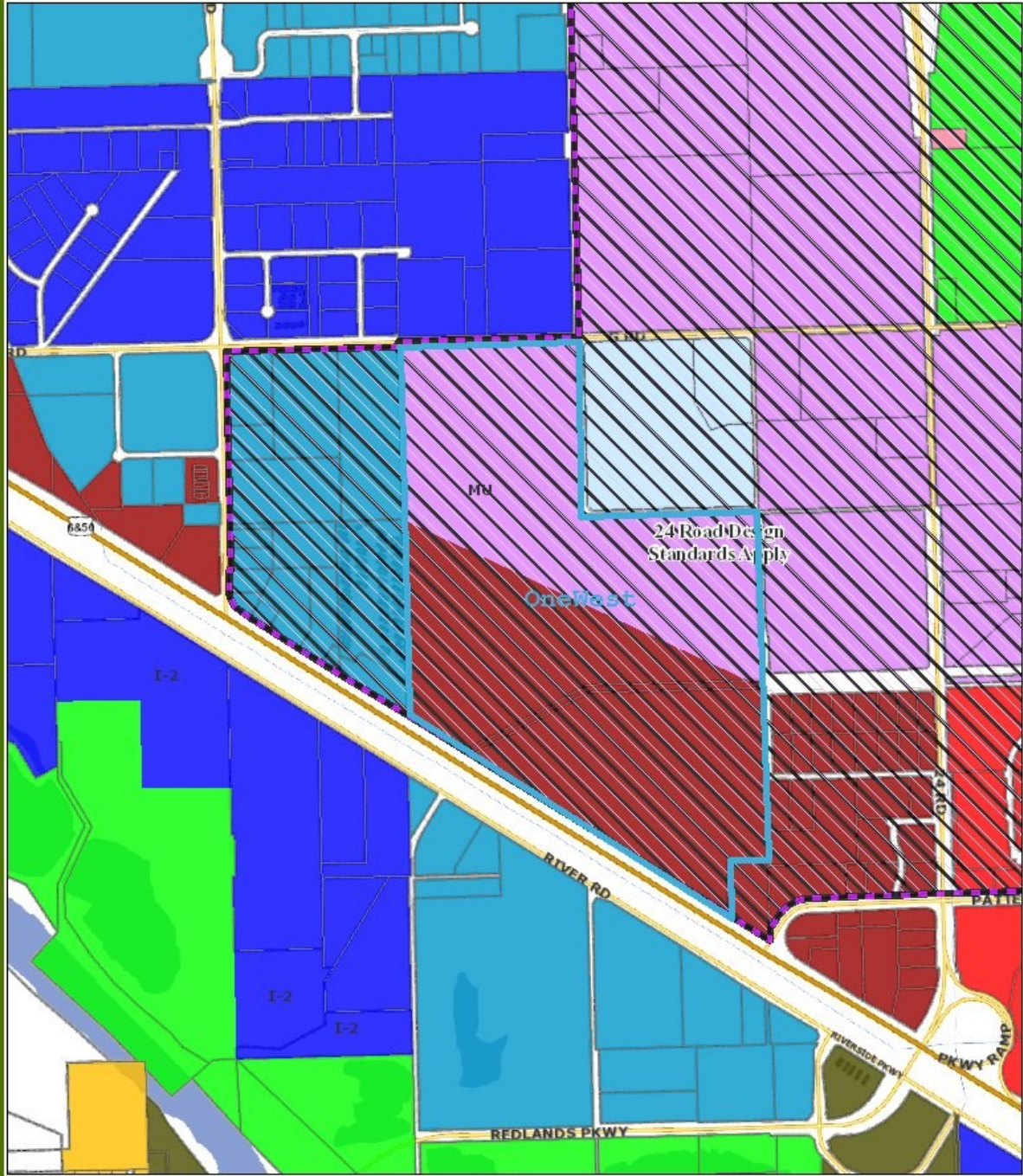
0 0.275 0.55 Miles

Printed: 6/1/2015

1 inch = 943 feet



Existing City Zoning



0 0.275 0.55 Miles

Printed: 6/1/2015

1 inch = 943 feet



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ZONING THE ONEWEST DEVELOPMENT
TO A PD (PLANNED DEVELOPMENT) ZONE,
BY APPROVING AN OUTLINE DEVELOPMENT PLAN WITH DEFAULT ZONES OF
BP (BUSINESS PARK MIXED USE) AND C-2 (GENERAL COMMERCIAL)**

**LOCATED AT 2350 HIGHWAY 6 AND 50
BETWEEN 23 ¼ AND 23 ¾ ROADS, FROM G ROAD TO HIGHWAY 6 AND 50**

Recitals:

A request to zone approximately 177 acres to PD (Planned Development) by approval of an Outline Development Plan (Plan) with default zones of BP (Business Park Mixed Use) and C-2 (General Commercial) has been submitted in accordance with the Zoning and Development Code (Code).

This Planned Development zoning ordinance will establish the standards, default zoning, and adopt the Outline Development Plan for the OneWest Development. If this approval expires or becomes invalid for any reason, the property shall be fully subject to the default standards specified herein.

In public hearings, the Planning Commission and City Council reviewed the request for Outline Development Plan approval and determined that the Plan satisfied the criteria of the Code and is consistent with the purpose and intent of the Comprehensive Plan. Furthermore, it was determined that the proposed Plan has achieved “long-term community benefits” through the provision of more effective infrastructure.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE AREA DESCRIBED BELOW IS ZONED TO PLANNED DEVELOPMENT WITH THE FOLLOWING DEFAULT ZONE AND STANDARDS:

- A. ALL of Lot 2, Centennial Commercial Center, City of Grand Junction, Mesa County, Colorado.
- B. OneWest Outline Development Plan is approved with the Findings of Fact/Conclusions, and Conditions listed in the Staff Report including attachments and Exhibits.
- C. Purpose

The proposed Planned Development will provide for a mix of manufacturing, office park employment centers, health care facilities, retail services and multifamily residential uses with appropriate screening, buffering and open space, enhancement of natural features and other amenities such as shared drainage facilities and common landscape and streetscape character.

D. Unified Development

The project will be developed over time in a phased fashion, but in a unified manner with similar architectural styles and themes throughout. Detached sidewalks along the arterial frontages are intended to provide for safe multi-modal transportation haven and provide access to uses within the development. These detached sidewalks will also provide connectivity from the development to other existing and future points of interest adjacent to the subject property.

E. Default Zones

The default land use zones are as follows:

Pods One and Two: BP (Business Park Mixed Use) with deviations contained within this Ordinance.

Pods Three and Four: C-2 (General Commercial) with deviations contained within this Ordinance.

F. Pod Character

The property will be developed into four distinct areas (Pods) within the development that have a character similar to the following primary uses as more particularly detailed in the Pod Use Table:

Pod 1: Default zone – BP; Medical Office/Clinic, Manufacturing and Production, Group Living

Pod 2: Default zone – BP; Medical Office/Clinic, Group Living, Multi-Family Housing, Retail Sales and Services, Personal Care, General Offices

Pod 3: Default zone – C-2; Hotel/Motel, General Offices, Contractor Shops w/ Outdoor Storage, Auto Service, Retail Sales and Services

Pod 4: Default zone – C-2; Shopping Center (Big Box), Restaurants, Retail Sales and Services, Auto Service, General Offices

G. Authorized Uses

1. The list of authorized uses allowed within the BP and C-2 zone is hereby amended to include only the following, which are allowed without the need for approval of a conditional use permit.

a) POD 1 – BP Default Zone

- 1) Multifamily
- 2) Unlimited Group Living
- 3) Colleges and Universities
- 4) Vocational, Technical and Trade Schools
- 5) Community Activity Building
- 6) All other Community Service

- 7) Museums, Art Galleries, Opera Houses, Libraries
- 8) General Day Care
- 9) Medical and Dental Clinics
- 10) Physical and Mental Rehabilitation (Resident)
- 11) All other Health Care
- 12) Religious Assembly
- 13) Funeral Homes, Mortuaries, Crematories
- 14) Hotels and Motels
- 15) General Offices
- 16) Health Club
- 17) Drive Through Restaurants
- 18) Drive Through Retail
- 19) Food Service, Catering
- 20) Food Service, Restaurant (including Alcohol Sales)
- 21) General Retail Sales, Indoor Operations, Display and Storage
- 22) General Retail Sales, Outdoor Operations, Display or Storage
- 23) Personal Services
- 24) All other Retail Sales and Services
- 25) Manufacturing and Production - Indoor Operations and Storage
- 26) Manufacturing and Production – Indoor Operations with Outdoor Storage
- 27) Bus/Commuter Stops

b) POD 2 – BP Default Zone

- 1) Multifamily
- 2) Unlimited Group Living
- 3) Colleges and Universities
- 4) Vocational, Technical and Trade Schools
- 5) Community Activity Building
- 6) All other Community Service
- 7) Museums, Art Galleries, Opera Houses, Libraries
- 8) General Day Care
- 9) Medical and Dental Clinics
- 10) Physical and Mental Rehabilitation (Resident)
- 11) All other Health Care
- 12) Religious Assembly
- 13) Funeral Homes, Mortuaries, Crematories
- 14) Hotels and Motels
- 15) General Offices
- 16) Health Club
- 17) Drive Through Restaurants
- 18) Drive Through Retail
- 19) Food Service, Catering
- 20) Food Service, Restaurant (including Alcohol Sales)
- 21) General Retail Sales, Indoor Operations, Display and Storage
- 22) General Retail Sales, Outdoor Operations, Display or Storage
- 23) Personal Services
- 24) All other Retail Sales and Services

- 25) Manufacturing and Production - Indoor Operations and Storage
- 26) Manufacturing and Production – Indoor Operations with Outdoor Storage
- 27) Bus/Commuter Stops

c) POD 3 – C-2 Default Zone

- 1) Colleges and Universities
- 2) Vocational, Technical and Trade Schools
- 3) Community Activity Building
- 4) All other Community Service
- 5) Museums, Art Galleries, Opera Houses, Libraries
- 6) General Day Care
- 7) Medical and Dental Clinics
- 8) Physical and Mental Rehabilitation (Resident)
- 9) All other Health Care
- 10) Religious Assembly
- 11) Funeral Homes, Mortuaries, Crematories
- 12) Public Safety and Emergency Response Services
- 13) Hotels and Motels
- 14) General Offices
- 15) Health Club
- 16) Alcohol Sales, Retail
- 17) Bar/Nightclub
- 18) Drive Through Restaurants
- 19) Drive Through Retail
- 20) Food Service, Catering
- 21) Food Service, Restaurant (including Alcohol Sales)
- 22) Fuel Sales, Automotive/Appliance
- 23) General Retail Sales, Indoor Operations, Display and Storage
- 24) General Retail Sales, Outdoor Operations, Display or Storage
- 25) Repair, Small Appliance
- 26) Personal Services
- 27) All other Retail Sales and Services
- 28) Mini-Warehouse
- 29) Auto and Light Truck Mechanical Repair
- 30) Car Wash, Gasoline Service Station, Quick Lube
- 31) Manufacturing and Production - Indoor Operations and Storage
- 32) Manufacturing and Production – Indoor Operations with Outdoor Storage
- 33) Manufacturing and Production – Outdoor Operations and Storage
- 34) Industrial Services, Contractors and Trade Shops, Oil and Gas Support Operations without Hazardous Materials (Indoor and/or Outdoor Operations and Storage)
- 35) Warehouse and Freight Movement – Indoor Operations, Storage and Loading with Outdoor Loading Docks
- 36) Wholesale Business (No Highly Flammable Materials/Liquids)
- 37) Bus/Commuter Stops

d) POD 4 – C-2 Default Zone

- 1) General Day Care
- 2) Medical and Dental Clinics
- 3) Physical and Mental Rehabilitation (Resident)
- 4) All other Health Care
- 5) Religious Assembly
- 6) Funeral Homes, Mortuaries, Crematories
- 7) Public Safety and Emergency Response Services
- 8) Hotels and Motels
- 9) General Offices
- 10) Health Club
- 11) Alcohol Sales, Retail
- 12) Bar/Nightclub
- 13) Drive Through Restaurants
- 14) Drive Through Retail
- 15) Food Service, Catering
- 16) Food Service, Restaurant (including Alcohol Sales)
- 17) Fuel Sales, Automotive/Appliance
- 18) General Retail Sales, Indoor Operations, Display and Storage
- 19) General Retail Sales, Outdoor Operations, Display or Storage
- 20) Repair, Small Appliance
- 21) Personal Services
- 22) All other Retail Sales and Services
- 23) Auto and Light Truck Mechanical Repair
- 24) Car Wash, Gasoline Service Station, Quick Lube
- 25) Wholesale Business (No Highly Flammable Materials/Liquids)
- 26) Bus/Commuter Stops

e) Uses Not Allowed

- 1) To change uses from those specified above, the developer must request that the City Council consider an amendment to allow a use which is not currently an allowed use for a particular pod.

H. Performance Standards

1. Title 25, 24 Road Corridor Standards in the current Zoning and Development Code (Code) shall apply, unless otherwise amended by the City.
2. Loading docks and trash areas or other service areas shall be located only in the side or rear yards and must be screened from adjacent right-of-ways with either a wall or landscaping.
3. Vibration, Smoke, Odor Noise, Glare, Wastes, Fire Hazards and Hazardous Materials. No person shall occupy, maintain or allow any use without continuously meeting the following minimum standards regarding vibration, smoke, odor, noise, glare, wastes, fire hazards and hazardous materials.

- a. **Vibration:** Except during construction or as authorized by the City, an activity or operation which causes any perceptible vibration of the earth to an ordinary person on any other lot or parcel shall not be permitted.
- b. **Noise:** The owner and occupant shall regulate uses and activities on the property so that sound never exceeds sixty-five decibels (65 dB) at any point along the property line.
- c. **Glare:** Lights, spotlights, high temperatures processes or otherwise, whether direct or reflected, shall not be visible from any lot, parcel or right-of-way.
- d. **Solid and Liquid Waste:** All solid waste, debris and garbage shall be contained within a closed and screened dumpster, refuse bin and/or trash compactor. Incineration of trash or garbage is prohibited. No sewage or liquid wastes shall be discharged or spilled on the property.
- e. **Hazardous Materials:** Information and materials to be used or located on the site, whether on a full-time or part-time basis, that are required by the SARA Title III Community Right to Know shall be provided at the time of any City review, including the site plan. Information regarding the activity or at the time of any change of use or expansion, even for existing uses, shall be provided to the Director
- f. **Outdoor Storage and Display:** Outdoor storage shall only be located in the rear half of the lot. Permanent display areas may be located beside or behind the principal structure. For lots with double or triple frontage the side and rear yards that are to be used for permanent display areas shall be established with site plan approval. Portable display of retail merchandise may be permitted as provided in GJMC 21.04.040(h).

I. Dimensional and Intensity Standards

Minimum Lot Area	
Pod 1 and 2	1 acre
Pod 3	0.5 acre
Pod 4	No minimum

Minimum Lot Width	
Pod 1 and 2	100 feet
Pod 3	50 feet
Pod 4	No minimum

Minimum Street Frontage	
Pod 1, 2, 3, and 4	No minimum

Minimum Setbacks	Principle Structure / Accessory Structure
Pod 1, 2, 3 and 4	

Street (see footnote 1)	15' / 25'
Side / Rear yard	0' except identified Buffer Area is 15'

Density (Minimum/Maximum)	
Pod 1 and 2	8 du/ac min. / 24 du/ac max.
Pods 3 and 4	N/A

Maximum Height	
Pod 1	65 feet
Pod 2, 3, and 4	40 feet

Footnotes:

1. Non-Residential buildings shall be setback a minimum of 30 feet from "Arterial" designated right-of-ways.

J. Development Schedule

A Final Development Plan and plat must be approved within six (6) years of the PD Ordinance. If a Final Development Plan and plat is not approved within six (6) years, the ODP will expire and the zoning will revert back to the original MU and C-2. The area(s) required as determined by the City for the regional drainage facilities shall be dedicated to the City at the time the first plat is recorded for any land included within the ODP.

All subsequent plans and/or plats must be reviewed under the code in effect at the time of submittal, including the standards of this ODP and the PD Ordinance and/or any subsequent amendments thereto.

K. Other Regulations

Development regulations and standards contained within Section 21.06 of the GJMC apply to all Pods, except the following:

One (1) freestanding project identification monument sign shall be allowed at no more than two intersecting corners along all roadways within the development.

A sign package will be required as part of each Final Development Plan and/or Site Plan.

The existing billboards located within Pod Four may remain as nonconforming uses until such time as site development activity begins on Pod Four. New billboards within the PD will not be permitted.

Hours of Operation – All Pods - unrestricted

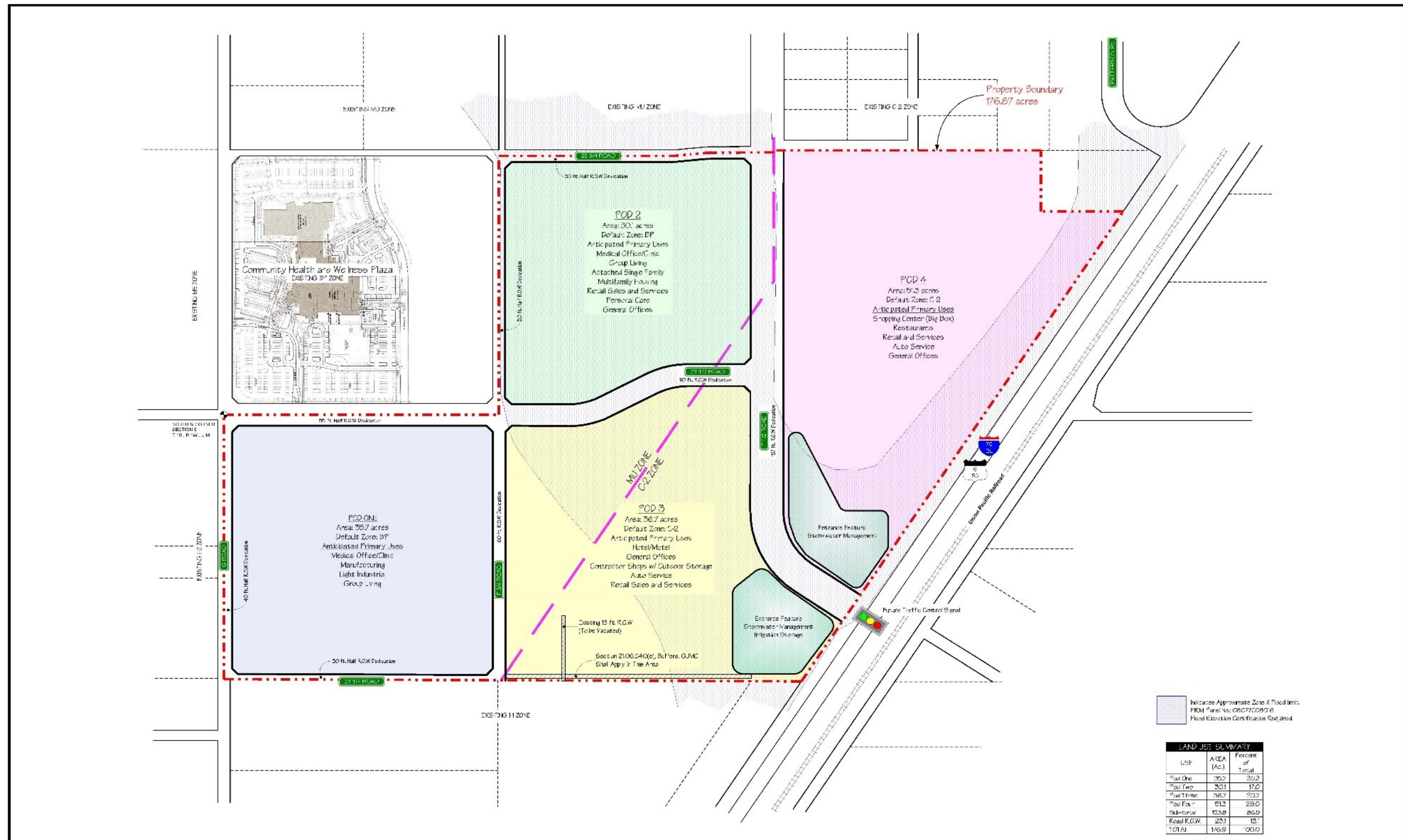
Introduced for first reading on this 5th day of August, 2015 and ordered published in pamphlet form.

PASSED and ADOPTED this _____ day of _____, 2015 and ordered published in pamphlet form.

ATTEST:

President of City Council

City Clerk





Date: August 11, 2015
 Author: Trent Prall
 Title/ Phone Ext: Engineering
Manager, 970-256-4047
 Proposed Schedule:
Wednesday, August 19, 2015
 2nd Reading
 (if applicable): _____ N/A
 File # (if applicable): _____

Attach 4
CITY COUNCIL AGENDA ITEM

Subject: I-70 at Horizon Drive (Exit 31) Interchange Improvements Project Intergovernmental Agreement Amendment #1
Action Requested/Recommendation: Adopt a Resolution Authorizing the City Manager to Sign Amendment #1 to April 23, 2014 Intergovernmental Agreement (IGA) with Colorado Department of Transportation (CDOT)
Presenter(s) Name & Title: Greg Lanning, Public Works Director

Executive Summary:

In September of 2013, the City sponsored project was approved by the State Transportation Commission for funding through the Responsible Acceleration of Maintenance and Partnerships (RAMP) program. This intergovernmental agreement (IGA) amends the April 23, 2014 IGA between Colorado Department of Transportation (CDOT) and specifically the City of Grand Junction’s contribution to reflect actual project expenses and revenues based on bids received July 9, 2015.

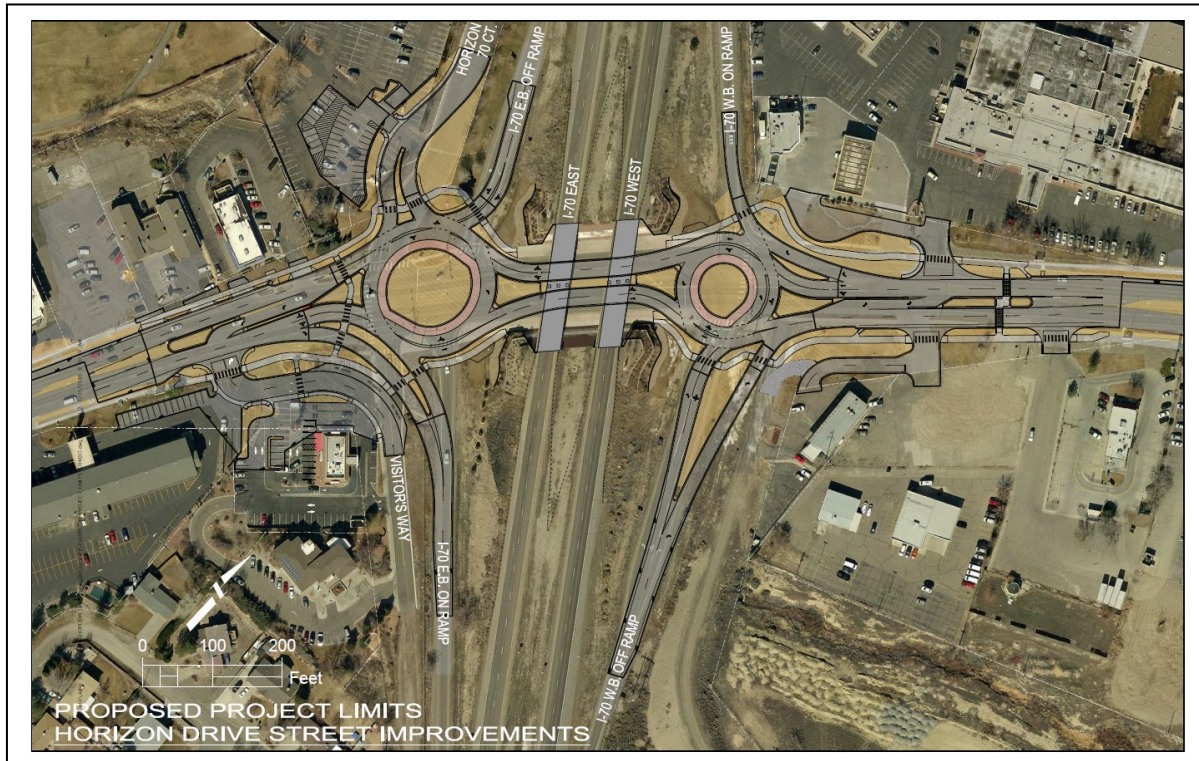
Background, Analysis and Options:

The existing interchange was constructed in the 1960’s and is a conventional diamond interchange with Horizon Drive at grade and the I-70 in an elevated configuration. Horizon Drive is a four lane arterial with center turn lane complete with sidewalks. The north side ramps are served by a three phase signal and the south side ramps are served by another three phase signal. Adding to the complexity of the intersection is another close intersection with Visitors Way and Horizon 70 Court (access to the Double Tree hotel) that is also signalized. All three signals are proposed to be replaced with two, two lane roundabouts. This project does not require any modification to the existing I-70 structure.

Anticipated traffic volumes are projected to nearly double by 2040, so long term traffic solutions are needed to safely handle vehicular, transit, bicycle and pedestrian movements. The proposed roundabouts will accommodate the projected growth and are key to the long term economic vitality of the corridor by reducing delays and increasing safety for all modes of transportation.

The I-70 interchange reconstruction effort will be the keystone project that would lead to overall Horizon Drive improvements. Beautification of a primary entrance to the City,

traffic flow and safety of the Horizon Drive corridor are high priorities of both the Horizon Drive Association Business Improvement District and the City of Grand Junction. Overall improvement plans for the 1.6 mile corridor include medians, detached sidewalks, bike lanes pedestrian crossings, access control, intersection upgrades and landscaping. The scope of this project is limited to the area shown below:



The Horizon Drive Association Business Improvement District (HDABID) has funded all of the consultant fees to date including conceptual design development as well as the Minor Interchange Modification Request (MIMR) that has been submitted to CDOT and the Federal Highway Administration (FHWA) for approval. Total investment to date that is not included in the match exceeds \$200,000. HDABID is also contributing \$250,000 towards artwork for the roundabouts.

The City's preliminary RAMP application in May 2013 was for a \$4.0 million project based on minimal CDOT staff involvement. The July 2013 Final Application submitted a budget of \$5.0 million reflected CDOT's staff direct involvement (20.02%) during construction as well as additional scope being added with I-70 eastbound and westbound on ramps being extended to meet current standards in accordance with the Minor Interchange Modification Request (MIMR) that had been approved by the Federal Highway Administration.


The final IGA set the project estimate at \$5,250,000 with 80/20 match with the City of Grand Junction evenly splitting the \$1,050,000 match requirement with HDABID. Since then Ute Water has become a participant in the project and both right-of-way costs and construction costs have increased markedly across the State.

Total project cost is estimated at \$6,608,000 based on bids received July 9, 2015. The RAMP program requires a 20% match of local funds however with construction cost increases across Colorado, CDOT has limited its participation to \$4,623,000. Ute Water will participate \$276,350 for replacement of a water line during the project. The amount to be locally funded is \$1,708,650 and is proposed to be split evenly between the HDABID and the City of Grand Junction.

The HDABID has committed 50% of the required matching funds, or \$854,325. However, the HDABID has requested to reimburse the City of Grand Junction \$479,000 over 7 years starting 2017. The City will amend its budget to reflect the \$479,000 in 2015 and the other 50% of the matching funds, again \$854,325, in 2016. The IGA, and this Amendment #1, is just between the City of Grand Junction and CDOT. The City will have a separate agreement with the Horizon Drive Association Business Improvement District regarding their partnership in the project. Net effect is that the HDBID matches equally the City of GJ at \$854,325.

The original IGA, and this amendment, only speak to the City's contribution for the **construction** phase. The Right-of-Way phase of \$295,650, paid 100% by City of Grand Junction was already calculated into the project match.

	City (and HDBID)	CDOT	Ute Water	Total
ROW Phase	\$ 295,650	\$ -	\$ -	\$ 295,650
Original Construction Phase	\$ 1,050,000	\$ 4,200,000	\$ -	\$ 5,250,000
Amendment - Construction	\$ 362,950	\$ 423,000	\$ 276,400	\$ 1,062,350
Total	\$ 1,708,600	\$ 4,623,000	\$ 276,400	\$ 6,608,000
% share	26%	70%	4%	

 Total City construction phase is \$1,412,950 as stated in Amendment #1

The amendment specifies that project savings will be distributed per the following; 1) for savings up to \$553,630, 100% will be credited back to the City; 2) savings over \$553,630 will be credited per final IGA contribution percentages.

The project is scheduled to start September 2015 and be completed in the early Summer of 2016.

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.

The project relates to the Comprehensive Plan as well as the North Avenue Overlay Zone District by meeting the following policies:

Policy A – Design streets and walkways as attractive public spaces.

Policy B – Construct streets in the City Center, Village Centers, and Neighborhood Centers to include enhanced pedestrian amenities

Policy F – Encourage the revitalization of existing commercial areas.

The Horizon Drive Business Improvement District has been working on developing concepts for modernization and safety improvements for the Horizon Drive corridor since 2007. Over the last four years, the HDABID has been moving toward solidifying the concepts into more definite plans.

The proposed Horizon Drive Corridor improvement implements Goal 8 and three of its policies. The recommended street cross section provides for enhanced pedestrian amenities that will be attractive public spaces. The Plan's recommended changes to the street edge, for example, increasing sidewalk width, adding plantings, pedestrian lighting, other pedestrian amenities, consolidating accesses, will revitalize the Horizon Drive corridor, a very important commercial corridor in the community.

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

Policy E – When improving existing streets or constructing new streets in residential neighborhoods, the City and County will balance access and circulation in neighborhoods with the community's need to maintain a street system which safely and efficiently moves traffic throughout the community.

The Horizon Drive Corridor Plan implements Goal 9 and one of its policies. One of the Guiding Principles in the Plan is to minimize impacts to existing neighborhoods. The Plan is further enhancing this goal by creating a corridor that helps the City reach its vision of becoming most livable by providing for all modes of transportation on Horizon Drive in a safer and more aesthetic way.

Board or Committee Recommendation:

The Horizon Drive Association Business Improvement District (HDABID) board is in support of this IGA Amendment #1 with CDOT.

Financial Impact/Budget:

COST SCHEDULE					
Funding Sources	FY2013	FY2014	FY2015	FY2016	TOTAL
City of Grand Junction			479,000**	854,325	1,333,325**
Horizon Drive Association Business Improvement District*		30,600	344,725		375,325**
Ute Water			276,350		276,350
CDOT RAMP			2,311,500	2,311,500	4,623,000
Total proposed project cost		30,600	3,411,575	3,165,825	6,608,000

*The IGA is just between the City of Grand Junction and CDOT. The City will have a separate agreement with the Horizon Drive Association Business Improvement District regarding their partnership in the project. CDOT is funding the entire project; therefore the City must only budget the City and HDABID share of the project.

**Horizon Drive Business Improvement District is scheduled to reimburse the City of Grand Junction \$479,000 over 7 years starting in 2017. Net effect is that the HDABID matches equally the City of GJ at \$854,325.

Legal issues:

The City Attorney has reviewed the proposed agreement and recommended certain changes; when the changes are made or the specific concerns resolved; the agreement will be in final form. None of the changes concern the fundamental terms of the proposed agreement but instead are clarifications of the intention of the parties.

Other issues:

No other issues have been identified.

Previously presented or discussed:

Commitment Letter was authorized by City Council on July 17, 2013.

RAMP funding was presented and discussed at the April 15, 2013 City Council Readiness Session and the April 17, 2013 Council Meeting.

Original IGA with CDOT was approved by City Council April 13, 2014.

Commitment letter to increased financial participation was approved by City Council July 16, 2015.

Attachments:

Resolution with Agreement Attached

RESOLUTION NO. ____-15

A RESOLUTION AMENDING AN AGREEMENT WITH THE COLORADO DEPARTMENT OF TRANSPORTATION FOR WORK ON THE I-70 AT HORIZON DRIVE (EXIT 31) INTERCHANGE IMPROVEMENTS PROJECT, AUTHORIZING CITY MATCHING FUNDS AND AUTHORIZING THE CITY MANAGER TO SIGN AMENDMENT #1 TO THE APRIL 23, 2014 INTERGOVERNMENTAL AGREEMENT WITH THE COLORADO DEPARTMENT OF TRANSPORTATION

Recitals:

The City has requested funds from the Colorado Department of Transportation's (CDOT) Responsible Acceleration of Maintenance and Partnerships (RAMP) program to construct two roundabouts at the ramp termini replacing the three signals improving not only vehicular traffic circulation but also bike and pedestrian access and safety.

RAMP program funds were awarded by CDOT for the project and are documented through an Intergovernmental Agreement (IGA) between the Colorado Department of Transportation (CDOT) and the City of Grand Junction dated April 23, 2014. The Project Number is PROJECT NHPP 0701-223 (19911) and is referred to as RAMP 3-24. Based on actual bids received the April 23, 2014 IGA is revised by this IGA Amendment #1 increasing the City's participation in the construction phase to \$1,412,950. Including ROW, the total City contribution of matching funds is \$1,708,650 toward the \$6,608,000 project.

Pursuant the IGA Amendment #1, should the final construction cost be less than the estimated construction amount, the State shall reimburse the City 100% up to \$553,630, and thereafter 20% of any savings above that amount.

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

State RAMP program funds in the amount of \$4,623,000 awarded toward the I-70 at Horizon Drive (Exit 31) Interchange Improvements Project are hereby accepted and that the City Manager is hereby authorized to expend \$1,708,650 in matching funds for the project and specifically \$1,412,950 towards construction. The City Manager is authorized to execute and enter into the Intergovernmental Agreement with the Colorado Department of Transportation.

PASSED AND APPROVED this _____ day of _____, 2015.

Phyllis Norris
President of the Council

ATTEST:

Stephanie Tuin
City Clerk

AGREEMENT AMENDMENT

Amendment No.: 1	Original Agreement Routing No.: NA	Amendment Routing No.: 14-HA3-XC-00177
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- 1. PARTIES**

This Amendment to the above-referenced Original Agreement (hereinafter called the "Agreement") is entered into by and between City of Grand Junction (hereinafter called "Contractor"), and the STATE OF COLORADO (hereinafter called the "State") acting by and through the Department of Transportation, (hereinafter called "CDOT").
- 2. EFFECTIVE DATE AND ENFORCEABILITY**

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.
- 3. FACTUAL RECITALS**

The Parties entered into the Agreement to construct the I-70 Exit 31 Roundabouts and Intersection Improvements.

The Parties agree to increase the Local Agency contribution by \$362,950.00, bringing the total cost of Local Agency contribution to the work to an amount not to exceed \$1,412,950.00.
- 4. CONSIDERATION – COLORADO SPECIAL PROVISIONS**

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment. The Parties agree to replacing the Colorado Special Provisions with the most recent version (if such have been updated since the Agreement and any modification thereto were effective) as part consideration for this Amendment.
- 5. LIMITS OF EFFECT**

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.
- 6. MODIFICATIONS**

The Amendment and all prior amendments thereto, if any, are modified as follows:

 - a. Section 4., B is deleted in its entirety and replaced with the following:

B. The Contribution shall not exceed \$1,412,950.00.
Construction Phase
Local Agency Contribution **\$1,412,950.00.**
 - b. Section 4., C is deleted in its entirety and replaced with the following:

C. Should the final construction cost be less than the estimated construction amount, the State shall reimburse the Local Agency 100% up to \$553,630.00, and thereafter 20% of any savings above that amount. Savings are defined as any amount less than the bid amount.
- 7. EFFECTIVE DATE OF AMENDMENT**

The effective date hereof is upon approval of the State Controller or their delegate.
- 8. ORDER OF PRECEDENCE**

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Agreement or any amendment shall always control other provisions in the Agreement or any amendments.
- 9. AVAILABLE FUNDS**

Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.

*** Persons signing for The Local Agency hereby swear and affirm that they are authorized to act on The Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.**

STATE OF COLORADO John W. Hickenlooper, GOVERNOR	
THE LOCAL AGENCY City of Grand Junction By: Title: _____ *Signature Date: _____	Colorado Department of Transportation Shailen P. Bhatt, Executive Director By: Joshua Laipply, P.E., Chief Engineer Date: _____
2nd The Local Agency Signature (if Needed) By: Title: _____ *Signature Date: _____	LEGAL REVIEW Cynthia H. Coffman, Attorney General By: Assistant Attorney General Date: _____

ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. The Local Agency is not authorized to begin performance until such time. If The Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay The Local Agency for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Colorado Department of Transportation Date: _____

CITY COUNCIL MEETING
CITIZEN PRESENTATION

Date: _____

Citizen's Name: Tom Ross

Address: 633 27 1/2 Rd

Phone Number: _____

Subject: LAST EMPLOYEE PAYOFF-OUT INTERNAL INVESTIGATION

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.

CITY COUNCIL MEETING
CITIZEN PRESENTATION

Date: 8/19/15

Citizen's Name: Bruce Lohmiller

Address: 337 Colorado

Phone Number: _____

Subject: Right to Sleep Rev. G Taylor

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.

CITY COUNCIL MEETING
CITIZEN PRESENTATION

Date: 19 AUGUST 2015

Citizen's Name: RANDY SPYDELL

Address: 707 27 ROAD

Phone Number: _____

Subject: DRONES — WHO IS RESPONSIBLE FOR REGULATION?

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.

Newser) – The US government believes it is unconstitutional for cities and towns to prohibit homeless people from sleeping outside, according to a statement of interest filed by the Department of Justice in a case out of Boise, Idaho. The *Idaho Statesman* reports the suit was brought against Boise by a number of homeless people convicted under a city ordinance that bans camping or sleeping in public. In its statement, the DOJ says such laws amount to cruel and unusual punishment because sleep is a "universal and unavoidable consequence of being human." It adds that "if a person literally has nowhere else to go, then enforcement of the anti-camping ordinance against that person criminalizes her for being homeless."

The *Washington Post's* Wonkblog says the DOJ's statement could be a warning to other cities from the federal government, which wants to encourage a more humane treatment of homeless people. Of 187 cities surveyed between 2011 and 2014, 34% had laws against camping in public, and even more banned sleeping in vehicles or sitting or lying down in certain public places. The *Post* reports the government believes it is more expensive in the long run to ticket homeless people than to invest in shelters and housing. And giving homeless people legal strikes against them can make it harder for them to find jobs or housing in the future. In 2014, the government estimated there were 153,000 unsheltered people on the street nightly.

Right to Sleep;
Rev. Taylor

- 1) Shards
- 2) Guards (Insults)
- 3) Due Diligence