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**CITY COUNCIL AGENDA  
WEDNESDAY, JANUARY 18, 2017  
250 NORTH 5<sup>TH</sup> STREET  
6:15 PM – PRE-MEETING – ADMINISTRATION CONFERENCE ROOM  
7:00 PM – REGULAR MEETING – CITY HALL AUDITORIUM**

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

**Call to Order, Pledge of Allegiance, Invocation**

Father Donald Malin, Mesa Catholic Campus Ministry Coordinator

(The invocation is offered for the use and benefit of the City Council. The invocation is intended to solemnize the occasion of the meeting, express confidence in the future, and encourage recognition of what is worthy of appreciation in our society. During the invocation you may choose to sit, stand, or leave the room.)

**Presentation**

[Darcy Johnson, Chair of the Arts and Culture Commission, will Recognize the Recipient of the 2016 Champion of the Arts Award](#)

**Proclamation**

[Proclaiming January 2017 as "Crime Stoppers Month" in the City of Grand Junction](#)

**Appointments**

Appointment to the Visitor and Convention Board of Directors

Appointment to the Parks and Recreation Advisory Board

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## **Certificates of Appointment**

Certificate of Appointment to the Horizon Drive Association Business Improvement District Board

Certificates of Appointment to the Planning Commission

## **Citizen Comments**

## **[Supplemental Document](#)**

## **Council Reports**

## **Consent Agenda**

### **1. Approval of Minutes**

- a. [Summary of the December 19, 2016 Workshop](#)
- b. [Minutes of the December 21, 2016 Regular Meeting](#)
- c. [Minutes of the January 6, 2017 Special Session](#)

### **2. Contracts/Other Action Items**

- a. [Lease Agreement for Farming Rights for Matchett Park Property](#)
- b. [Lease Agreement for Farming Rights for Saccomanno Park Property](#)
- c. [Purchase a 2017 Volvo L-90H 3.5 Cubic Yard Wheeled Front End Loader](#)

### **3. Resolutions**

- a. [Resolution No. 04-17 - A Resolution Amending the Grand Junction Commission on Arts and Culture Bylaws](#)
- b. [Resolution No. 05-17 - A Resolution Amending the Parks and Recreation Advisory Board Bylaws](#)

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- c. [Resolution No. 06-17 - A Resolution Authorizing the City Manager to Submit a Grant Request to the Mesa County Federal Mineral Lease District for Replacement of Stocker Stadium Turf](#)
  - d. [Resolution No. 07-17 - A Resolution Authorizing the City Manager to Submit a Grant Request to the Department of Local Affairs for the 911 System Project](#)
  - e. [Resolution No. 08-17 - A Resolution Supporting the Grant Application for a Local Parks and Outdoor Recreation Grant from the State Board of the Great Outdoors Colorado Trust Fund and the Completion of Outdoor STEM Classroom and Play Space for the Math and Science Center](#)

### **Regular Agenda**

*If any item is removed from the Consent Agenda, it will be heard here*

#### **4. Public Hearings**

- a. Legislative
  - i. [Ordinance No. 4733 - An Ordinance Adopting Amendments to the 2012 Edition of the International Fire Code and Prescribing Regulations Governing Outdoor Burning Including Prohibited, Restricted and Unrestricted Burning; Providing for the Issuance of Permits for Certain Burning Activities and Defining Extinguishment Authority](#)
- b. Quasi-judicial
  - i. [McHugh Annexation, Located at 115 Vista Grande Road](#)
    - Resolution No. 09-17 - Resolution Accepting a Petition for Annexation
    - Ordinance No. 4734 - Annexing Territory
    - Ordinance No. 4735 - Zoning the McHugh Annexation

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ii. [Freedom Heights Annexation, Public Right-of-Way for 26 Road, Located North of H Road](#)

- Resolution No. 10-17 - Resolution Accepting a Petition for Annexation
- Ordinance No. 4736 - Annexing Territory


**5. Resolution**

a. [Resolution No. 11-17 - A Resolution Approving Master Plan 2017 for St. Mary's Hospital and Environs, Located at 2635 North 7th Street](#)

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


**7. Other Business**

**8. Adjournment**



# National Veterans Creative Arts Competition

*Art - Creative Writing - Dance - Drama - Music*



## Local Veterans Art Work

Contact: Matt Lucas- 242-0731 ext. 2411

# OPENS JAN 24

Reception 1 pm

## Museum of the West Whitman Building




248 S. 4th, Grand Junction

# Jan 24 - Jan 27

## 10 am - 4 pm daily

### All 1st Place Winners advance to Nationals

Presented By

CITIZEN PRESENTATION

Date: Jan 18 2017

Citizen's Name: Duane J. Jannellin

Address: 3012 W/15 # 208

Phone Number: \_\_\_\_\_

Subject: VHMC Regional Art Show W/ Art Prizes,

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

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**Grand Junction City Council**

**Regular Session**

**Item # Presentation**

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**Meeting Date:** January 18, 2017

**Submitted by:** Lorie Gregor, Recreation  
Coordinator

**Presented by:** Rob Schoeber, Parks  
& Recreation Director  
Darcy Johnson, Chair  
of the Arts Commission

**Department:** Parks and Recreation

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**Information**

**SUBJECT:**

Darcy Johnson, Chair of the Arts and Culture Commission, will be recognizing the recipient of the 2016 Champion of the Arts Award.

**RECOMMENDATION:**

The Arts and Culture Commission has chosen Dr. Michael Neste and Family Health West as the Champion of the Arts recipient for 2016 for their consistent support of arts and culture.

**EXECUTIVE SUMMARY:**

The Grand Junction Commission on Arts and Culture is recognizing the annual winner of the Champion of the Arts Award.

**BACKGROUND OR DETAILED INFORMATION:**

Since 1996, the Grand Junction Commission on Arts and Culture annually invites the community to nominate local businesses, organizations, and individuals for the Champion of the Arts Award. These awards are given each year to honor businesses, organizations, and individuals which exemplify outstanding support for the arts, assistance to local art and cultural organizations, commitment to our cultural community, and/or promotion of area artists. Original artwork from premier local artists is presented as the award.

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**FISCAL IMPACT:**

A piece of artwork was purchased as the award with \$800 of budgeted funds.

**SUGGESTED MOTION:**

N/A

**GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY  
December 19, 2016 – Noticed Agenda Attached**

Meeting Convened: 5:30 p.m. in the City Hall Auditorium

Meeting Adjourned: 7:58 p.m.

City Council Members present: All Councilmembers except Councilmembers McArthur and Taggart

Staff present: Caton, Shaver, Dackonish, Lanning, Portner, Thornton, Watkins, Mathis, and Tuin

Also: Ron Wriston, Amy Hamilton (The Daily Sentinel), Diane Schwenke (Grand Junction Area Chamber of Commerce), C.J. Rhyne (Grand Junction Area Chamber of Commerce), Bruce Lohmiller, Allan Storey, Logan Gamble (Colorado West Outdoor Advertising), Mark Gamble (Colorado West Outdoor Advertising)

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Council President Norris called the meeting to order.

Agenda Topic 1. Review Proposed Code Amendments Regarding Content Neutral Signage

City Manager Greg Caton introduced Kathy Portner (Community Development Manager), Dave Thornton (Principle Planner), and Shelly Dackonish (Staff Attorney). Ms. Portner said Council tabled this item at the November 16<sup>th</sup> regular meeting and asked staff to provide more information regarding content neutrality and digital and electronic signage. Staff met with the Grand Junction Area Chamber of Commerce (COC) specially on digital signage; this information will be provided separately early in 2017.

Ms. Portner said this presentation will focus on content neutrality and cited the Supreme Court ruling for Reed vs. Gilbert, AZ (if one has to read a sign to see if it should be allowed, then it is unconstitutional) which has had a significant impact on municipal regulations. Review of the City's Sign Code found that much of the Code is based on content and needs to be revised. She defined what on and off premises signs are and how each are currently regulated. Ms. Portner then listed the categories for the proposed amendments: 1) signs not requiring a permit, 2) governmental signs, 3) signs requiring a permit, 4) wind driven signs and banners, and 5) outdoor ads and billboards.

Councilmember Traylor Smith asked how the proposed regulations differ from current regulations. Ms. Portner said the proposed regulations would only consider a sign's physical characteristics: location, size, height, how long it can be up, the distance between signs, and number of signs.

Ms. Dackonish noted the Reed decision made a distinction between commercial and non-commercial speech and then clarified that these proposed amendments would not make a language distinction, but rather place limits on signage based on the area's zoning and distance/separation from sign to sign.

Councilmember Traylor Smith asked what the impact would be to current business owners. Ms. Porter said they propose all signs that currently conform to Code, continue to be designated as conforming and be allowed to upgrade. The remaining non-conforming 36 signs would be grandfathered in, but would not be able to be upgraded.



City Attorney Shaver said there is not only disagreement among business owners regarding the interpretation of the Reed decision, but also on the need for the proposed changes. He added City regulations would need to be rewritten to make the non-conforming signs conforming and the Court allows for regulations to change if owners can reasonably get a return on their investment.

Ms. Dackonish said some of the proposed changes could be challenged in court since more signs would be allowed and digital sign content can change frequently which could change the sign's classification back and forth between on and off premises.

COC President and CEO Diane Schwenke asked why the City was taking the lead and suggested finding out what changes other communities have made in response to the Reed decision. She also expressed concern regarding unintended consequences on the possible removal of the on and off premises designation.

Discussion continued regarding how hate speech could be regulated if content neutrality for signs was adopted (the 1<sup>st</sup> Amendment protects all speech except for obscenity or for safety), amortization of signs (difficult to enforce), if the proposed amendments would encourage owners of non-conforming signs to keep old signs (not replace with current technology), if consideration was given to a letter submitted by Richard Holmes from Mark Gamble (yes, it expressed concern that the proposed changes would negatively affect their business by allowing more competition), benefits of "unified signs" like ones the Colorado Department of Transportation uses, how non-conforming signs should be dealt with (allow them to be brought into compliance or compel them to be torn down), why content neutrality would be blended with the on and off premises designation (if not blended, regulations would be difficult to enforce and it could lead to a legal liability).

City Manager Caton said the intent is to move to less restrictive regulations based on the Reed decision and to only regulate physical characteristics. Ms. Dackonish said all municipalities had unconstitutional sign codes when the Reed decision was handed down and are in the process of amending them. She said Council's options are to table the entire issue or to keep the on and off premises distinction while moving forward with the content neutrality section; she suggested the later.

Council's consensus was to give direction on time, space, and manner of signs and address the other aspects (digital and electronic) separately and at a later time.

BREAK

#### Agenda Topic 2. Review Revised Ordinance Governing Outdoor Burning

Present were Fire Chief Ken Watkins, Fire Marshal Chuck Mathis, and Community Outreach Specialist Dirk Clingman. Chief Watkins reviewed the background of the item and noted there has been more community interest in 2016 and Council requested information on this in May 2016.

Chief Watkins defined portable and non-portable "fire pits" as proposed in the amendments. There was discussion that the proposed changes do not make a distinction between temporary and permanent fire pit structures. City Attorney Shaver suggested a definition for a permanent fire pit be added. Chief

Watkins explained how the fire pit is constructed and its distance to permanent structures (fencing and residence) were considered in forming the definitions. Type of fuel used and property size were brought forward to also be considered. Fire Marshal Mathis said terms could easily be confused, but gas fed fire pits would be approved.

Chief Watkins reviewed the type and number of 2016 permits issued in City limits. The Council consensus was to make an open burning allowance for properties of 1+ acres. Chief Watkins said he worked with Public Works Director Greg Lanning to create a list of “green” waste disposal options. He then noted the biggest change would be to allow recreational fires, although they would be regulated.

There was discussion regarding the new 10-day window limit for Mesa County burn permits and how that may create a shortened season with concentrated burning.

City Manager Caton said concern was expressed at the November 2<sup>nd</sup> meeting by Council that it was unknown what direction Mesa County was going to take regarding changes to burn permits. He suggested staff talk to the County to see what changes they plan to implement and bring that information back to Council. Chief Watkins suggested transferring all burn permitting, including City permits, to the County. It was noted that the Fire Chief and the Fire Marshal do have the authority to issue no burn restrictions.

Chief Watkins noted fire regulations prohibit what is burned, not the type of container used for a burn.

It was decided to bring this item back to Council with the recommendations made.

### Agenda Topic 3. Next Workshop Topics

January 16<sup>th</sup> - Broadband

### Agenda Topic 4. Other Business

Proposed Resolution Establishing a Change in Use Incentive Grant Pilot Program – City Manager Caton explained the historic use for downtown properties is retail, but if there is a change in use, typically a transition to a restaurant, it would trigger “plant investment fees” (PIF) to be assessed in order to keep the Wastewater Enterprise whole. The City was approached by Grand Junction Economic Partnership and two possible restaurant businesses about the fee and have challenged it saying it is an impediment to them going forward. City Manager Caton suggested a 2017 Pilot Program to keep the Enterprise Fund whole because these businesses will incrementally add to the system and the Enterprise at some point will need to be updated and expanded due to use. The proposal is for the City to offer a 25% reduction (up to \$10,000) to be subsidized through the General Fund (specifically from the North Avenue Revitalization Commercial Catalyst Grant Program Funds). Historically, the City has also offered payment plans up to five years and allowed delayed payments until a Certificate of Occupancy is obtained. Additionally, the City Manager will approach the Downtown Grand Junction Development Authority and the County to see if they would also offer a subsidy.

Mr. Lanning explained the PIF goes toward plant use capacity and infrastructure.

It was noted property owners are responsible for the pipe infrastructure (typically cast iron lines) below their buildings. Another restaurant requirement/cost is to install and maintain a grease trap.

It was agreed this would be a positive influence on development downtown and City Manager Caton will bring it forward at the January 4<sup>th</sup> regular meeting.

Colorado Mesa University (CMU) Right-of-Way Vacation Master Plan – City Manager Caton said CMU President Tim Foster asked that a Master Plan be put in place so only one public hearing would be held for the ordinance requesting all the needed vacations. The Master Plan would be for about 2/3 of the area remaining for their growth west to N. 7<sup>th</sup> Street.

Ms. Portner explained this presents an opportunity to update CMU's Future Land Use to match their Business Park designation and then on an annual basis any property purchased by CMU and rezoned within that year will result in the new rezones being consistent with the rest of the campus.

With no further business the meeting was adjourned.



GRAND JUNCTION CITY COUNCIL  
MONDAY, DECEMBER 19, 2016

PRE-MEETING (DINNER) 5:00 P.M. ADMINISTRATION CONFERENCE ROOM  
WORKSHOP, 5:30 P.M.  
CITY HALL AUDITORIUM  
250 N. 5<sup>TH</sup> STREET

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

1. [Review Proposed Code Amendments Regarding Content Neutral Signage](#)
2. [Review Revised Ordinance Governing Outdoor Burning](#)
3. Next Workshop Topics
4. Other Business

**GRAND JUNCTION CITY COUNCIL  
MINUTES OF THE REGULAR MEETING  
DECEMBER 21, 2016**

The City Council of the City of Grand Junction convened into regular session on the 21<sup>st</sup> day of December, 2016 at 7:00 p.m. Those present were Councilmembers Bennett Boeschstein, Chris Kennedy, Duncan McArthur, Barbara Traylor Smith, Martin Chazen, and Council President Phyllis Norris. Councilmember Rick Taggart was absent. Also present were City Manager Greg Caton, City Attorney John Shaver, and City Clerk Stephanie Tuin.

Council President Norris called the meeting to order. Councilmember McArthur led the Pledge of Allegiance which was followed by a moment of silence.

**Presentation**

Council President Norris introduced Adams County Sheriff's Office Reserve Commander Dave Shipley. Commander Shipley is also the Executive Director for the Colorado Information Sharing Consortium (CISC) which is a State law enforcement platform that shares and analyzes tactical and strategic data.

Commander Shipley read a statement recognizing Chief John Camper, City of Grand Junction Chief of Police. Commander Shipley noted Chief Camper's leadership in the CISC, Colorado Central Cop-link Node, and then leaving that position to become the Chief of Police for the City of Grand Junction. Chief Camper also served as the first vice chairman for CISC and is an advocate for CISC Colorado West Node agencies. Commander Shipley presented Chief Camper with the Leader CISC Award on behalf of the 56 CISC member agencies. Commander Shipley thanked Chief Camper for his dedication and presented the award to him.

Chief Camper said he was honored to receive the Leader CISC Award and thanked Commander Shipley.

**Citizens Comments**

Bruce Lohmiller, 3032 North 15<sup>th</sup> Street, #208, spoke about people being outside and asked if some agencies could extend their hours. He also mentioned night patrols, warm up tents, and sex education. Mr. Lohmiller commented on the issue of young

people being harassed in the high schools and encouraged people to report this type of incidences.

### **Council Reports**

Councilmember McArthur said between December 9<sup>th</sup> and December 15<sup>th</sup> he attended the Colorado Municipal League Policy Committee meeting on the Mayor's behalf, the quarterly Grand Junction Area Chamber of Commerce meeting and luncheon, and the Colorado Water Congress Federal Affairs Committee teleconference.

Councilmember Boeschenstein said between December 12<sup>th</sup> and December 21<sup>st</sup> he attended the North Avenue Owners Association meeting, the Grand Junction Symphony at the Avalon Theatre, the Colorado Riverfront Commission meeting and potluck, and the Joint City/County meeting.

Councilmember Chazen said between December 14<sup>th</sup> and December 16<sup>th</sup> he attended the badge pinning and awards ceremony at the City of Grand Junction Police Department, the Associated Governments of Northwest Colorado meeting, which included a teleconference regarding the Sage Grouse habitat, and the Colorado Mesa University (CMU) December 2016 graduation ceremony.

Councilmember Kennedy stated his concern of the prevalent number of suicides in the community this year and encouraged awareness. He stressed everyone to not ignore the warning signs of suicide and to reach out to those in need. Councilmember Kennedy wished everyone a safe and joyful holiday and a Happy New Year.

Councilmember Traylor Smith said she attended a Grand Junction Economic Partners (GJEP) planning meeting and listed results of their 2016 efforts.

Council President Norris said between December 12<sup>th</sup> and December 17<sup>th</sup> she attended the Joint City/County meeting, the Colorado Advanced Manufacturing Alliance West Meeting, and the Day of the Migrant celebration for Mesa and Delta Counties.

### **Consent Agenda**

Councilmember Traylor Smith moved to adopt the Consent Agenda items #1 through #3. Councilmember Boeschenstein seconded the motion. Motion carried by roll call vote.

#### **1. Approval of Minutes**

- a. Summary of the November 14, 2016 Workshop
- b. Minutes of the November 16, 2016 Regular Meeting

- c. Minutes of the December 7, 2016 Special Session

## **2. Contract**

- a. Contract with Pinnacle Venue Services for the Management of Two Rivers Convention Center and the Avalon Theatre

## **3. Set Public Hearings**

- a. Quasi-judicial
  - i. Proposed Ordinance to Rezone the Grand Junction Lodge Development, Located at 2656 Patterson Road, to PD (Planned Development) Zone, with a Default Zone of MXOC (Mixed Use Opportunity Corridor) and Approve an Outline Development Plan (Set Hearing for January 4, 2017)
  - ii. Proposed Ordinance Vacating Right-of-Way for Balanced Rock Way, Located Between Flat Top Lane and F ¼ Road (Set Hearing for January 4, 2017)

## **Regular Agenda**

### **Contract – Construction Contract for the Sewer Interceptor Repair and Replacements Project**

This Project is aimed at the rehabilitation of the existing 54” sanitary sewer interceptor pipe and the replacement and coating of 22 manholes in the City’s waste water collection system. The current interceptor pipe and manholes are 36 years old and have met or exceeded the design service life. This line is composed of reinforced concrete and 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.

Public Works Director Greg Lanning introduced this item and explained the need, purpose, and amount of the contract. He said the replacement will be cured with the existing pipe in place and the project is scheduled to start in January with projected completion in June 2017. Mr. Lanning said the cost is estimated at 60% less with this process and the project bids came in lower than anticipated. He stated there will be another item before Council for a supplemental appropriation to budget this project in 2017.

Councilmember Kennedy asked why there is a large difference between the lowest and the next lowest bid for this project. Mr. Lanning stated the company with the lowest bid is Insituform Technologies, LLC, which is a larger company and is very competitive.

Councilmember Chazen asked if Insituform Technologies, LLC is capable of completing this project under the terms of the contract. Both Mr. Lanning and Internal Services

Manager Jay Valentine said yes, Insituform Technologies, LLC is a reliable and capable company.

Councilmember Boeschstein asked what will happen to the sewage during the lining process. Mr. Lanning stated the work will be done in segments and the sewage will be pumped from one manhole to the next section.

Council President Norris asked if this is a planned and budgeted project. Mr. Lanning said yes.

Councilmember Traylor Smith moved to authorize the Purchasing Division to enter into a contract with Insituform Technologies, LLC for the construction of the Sewer Interceptor Repair and Replacements Project. Councilmember Chazen seconded the motion. Motion carried by roll call vote.

**Resolution No. 58-16 – A Resolution Authorizing the City Manager to Purchase the Property at 225 S. 2nd Street in Grand Junction, Colorado**

Consideration of the purchase of property at 225 S. 2<sup>nd</sup> Street, property adjacent to the Two Rivers Convention Center, for possible future uses including redevelopment, parking and/or realignment of the street network in the vicinity.

City Attorney John Shaver introduced this item noting the Council has reviewed this in detail and offered to answer any Council questions.

Council President Norris asked for a review on how the price of the property was determined. City Attorney Shaver said an appraisal was completed by Arnie Butler & Company. City Attorney Shaver said the property appraisal value was determined by averaging methods of a cost approach, comparable sales approach, and an income approach. He said the purchase price offered was within the range of averaging the appraised value and the market value.

Councilmember McArthur asked if the seller retains possession for 120 days after closing and are there provisions for damage liens and indemnity that will continue until possession. City Attorney Shaver said yes there has been an environmental assessment of the property and it is generally in good condition; however due to the age of the building it may have asbestos. He said there was an oil sump from a previous business on the property which may have to be mitigated but it will not be a significant cost and the building on the property will be demolished with no significant ground contamination.

Councilmember Boeschstein asked for the reasons for the City purchasing this property. City Attorney Shaver said the purchase constitutes the assemblage with Two



Rivers Convention Center, possible street realignment, and upgrading obsolete buildings which is consistent with the Greater Downtown Plan.

Councilmember Chazen asked if the funds for this purchase would come out of reserves and what is the plan to replenish those reserves.

City Manager Caton explained one purpose for the reserve fund is for one time acquisitions and he committed, through the budgeting process, to replenish the reserve fund no later than December 2018.

Councilmember McArthur asked if had been any studies conducted regarding the proposal to flatten the curve at Pitkin Avenue and First Avenue. City Manager Caton said there have been preliminary discussions with Colorado Department of Transportation (CDOT) and they intend to soften the curve but the details of that project are to be determined.

Councilmember Boeschstein moved to adopt Resolution No. 58-16 – A Resolution Authorizing the City Manager to Purchase the Property at 225 S. 2<sup>nd</sup> Street in Grand Junction, Colorado. Councilmember Kennedy seconded the motion. Motion carried by roll call vote.

**Resolution No. 59-16 – A Resolution Setting the Title and Submitting to the Electorate on April 4, 2017 a Measure to Use Accumulated Funds and Excess Revenue (as Defined by the Colorado Constitution) for Street, Road and Highway Maintenance and Repairs and to Retain and Spend Revenues as a Voter Approved Revenue Change (as Defined by Article X, Section 20 of the Colorado Constitution)**

The City of Grand Junction, Colorado is a home rule municipal corporation duly organized and existing under the laws and Constitution of the State of Colorado and the City Charter. Council is duly authorized by the Charter and the Constitution to act for and on behalf of the City and Council does hereby find and determine that it is in the public interest to utilize the funds accumulated for repayment of the Riverside Parkway Debt for street, road and highway maintenance and repairs. Council is seeking voter approval.

Public Works Director Greg Lanning introduced this topic. He reviewed the history of discussions toward road maintenance funding which began as a priority at a Council workshop over a year ago. He said the discussions progressed with community feedback and a pavement condition index (PCI) study. He displayed photos of the street pavement conditions and discussed the current funding of street maintenance versus the goal of the increased funding. Mr. Lanning stated if street maintenance was funded at the current level over the next five years, the PCI would steadily decline to 64 and would cost an additional \$22 million to bring the condition back up to 73-PCI.

Mr. Lanning said research for this project included gauging community support and the capacity of local contractors to do the work. He stated the City has the ability to divide the street maintenance and repairs into smaller projects in order for local contractors to be competitive.

Councilmember Boeschstein asked if a street is bisected by the City Limits will the County be participating in repair. Mr. Lanning said not on future projects but the County did participate in projects on D Road and on Patterson Road. City Manager Caton noted that, at the staff level, there is County cooperation especially in the patchwork areas of the City/County limits. Councilmember Boeschstein asked if the City was implementing a complete street design, especially for striping bicycle lanes. Mr. Lanning stated they will look at all opportunities for input but this resolution is related only to the asphalt. He said the other elements would require other funding sources. Councilmember Boeschstein thanked the Mr. Lanning for his hard work on the First Street Project that will include updated bike lanes and sidewalks.

Councilmember Kennedy expressed thanks to Mr. Lanning for his efforts, especially with City infrastructure. He mentioned a letter presented to Council from the Grand Junction Area Chamber of Commerce supporting the ballot measure and thanking staff for their hard work. Councilmember Kennedy asked City Manager Caton to confirm that this resolution would still pay off the Riverside Parkway project on time and not increase taxes. Councilmember Kennedy encouraged staff to keep researching for ways to maintain City infrastructure without raising taxes.

City Manager Caton said if this measure is passed it will not delay the normal payoff, it just will not accelerate the payoff.

Councilmember McArthur asked if the 1<sup>st</sup> Street repair project will be funded with this request. Mr. Lanning said the 1<sup>st</sup> Street repair project is funded in the 2017 City budget. Councilmember McArthur asked if the request will fund the Horizon Drive Phase II improvements. Mr. Lanning stated the Horizon Drive Phase II improvements are not scheduled to begin for several years and has an estimated cost of \$6 million. He said if a street improvement is more than eight years in the future, the Public Works Department will proceed with an overlay which should last until the improvement is implemented.

Councilmember McArthur asked if the majority of these funds will be used for Riverside Parkway overlay. Mr. Lanning said the combined funding is estimated at \$6.6 million for the next five years. The Riverside Parkway overlay estimated cost is \$3.5 million. Councilmember McArthur said it is appropriate to take this issue to the voters and he hopes they approve it.

Councilmember Chazen asked if the slide presentation will be made available to voters. Mr. Lanning said yes and then Council can use it to educate voters to make an informed decision.

Councilmember Chazen said this resolution will cost \$800,000 in interest but the savings in non-deteriorating streets makes it cost effective. He said this situation has been getting worse for years and he is glad to see both City Manager Caton and Mr. Lanning recognize this as a problem that needs to be addressed. Councilmember Chazen said he has concerns for how the street repair and maintenance funding will occur after the five-year period. He said he is glad to see this issue going to the ballot and feels it is up to the voters to decide.

City Manager Caton said to sustain funding after the five-year period, the City will need to have the discipline to maintain that funding; prevention is cheaper than reconstruction.

City Attorney Shaver said Mr. Lanning's presentation can be made available, however, staff is limited once the ballot title is set due to Fair Campaign Practices Act. He said Council can advocate but staff can only provide limited factual information.

Councilmember Traylor Smith explained voters approved the excess Taxpayers Bill of Rights (TABOR) funds to be used to pay debt off early and Council wants to take the issue back to the voters to approve or deny the use of accumulated funds to make repairs and pay off debt in 2024 instead of 2021.

City Manager Caton said there is good community outreach to inform voters why this is being brought to a vote.

Council President Norris commended staff for going to the public and providing the facts so an informed decision can be made.

Councilmember McArthur moved to adopt Resolution No. 59-16 – A Resolution Setting the Title and Submitting to the Electorate on April 4, 2017 a Measure to Use Accumulated Funds and Excess Revenue (as Defined by the Colorado Constitution) for Street, Road and Highway Maintenance and Repairs and to Retain and Spend Revenues as a Voter Approved Revenue Change (as Defined by Article X, Section 20 of the Colorado Constitution). Councilmember Boeschstein seconded the motion. Motion carried by roll call vote.

### **Non-Scheduled Citizens & Visitors**

There were none.

**Other Business**

There was none.

Council President Norris wished everyone a Merry Christmas and Happy New Year.

**Adjournment**

The meeting was adjourned at 8:11 p.m.

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Stephanie Tuin, MMC  
City Clerk

**GRAND JUNCTION CITY COUNCIL**

**SPECIAL SESSION MINUTES**

**JANUARY 6, 2017**

The City Council of the City of Grand Junction, Colorado met in Special Session on Friday, January 6, 2017 at 2:00 p.m. in the Administration Conference Room, 2<sup>nd</sup> Floor, City Hall, 250 N. 5<sup>th</sup> Street. Those present were Councilmembers Bennett Boeschstein, Marty Chazen, Duncan McArthur, Barbara Traylor Smith, Rick Taggart, and President of the Council Phyllis Norris. Absent was Councilmember Chris Kennedy. Also present was Municipal Judge Carè McInnis.

Councilmember Chazen moved to go into Executive Session for discussion of personnel matters under Colorado Revised Statute 24-6-402 (4)(f)(i) of the Open Meetings Law regarding City Council Employees specifically the Municipal Judge, the City Attorney, and the City Manager and will not be returning to open meeting. Councilmember Traylor Smith seconded the motion. Motion carried.

The City Council convened into executive session at 2:09 p.m.

City Attorney John Shaver and City Manager Greg Caton entered the meeting at their scheduled times. The recording was paused between each session at 3:07 p.m., 4:10 p.m., and 5:05 p.m. respectively.

Councilmember Chazen moved to adjourn. Councilmember Traylor Smith seconded. Motion carried.

The meeting adjourned at 5:25 p.m.

Stephanie Tuin, MMC  
City Clerk



## Grand Junction City Council

### Regular Session

Item #2.a.

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**Meeting Date:** January 18, 2017

**Presented By:** Rob Schoeber, Parks and Recreation Director      **Submitted By:** Rob Schoeber, Parks and Recreation Director

**Department:** Parks and Recreation

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### **Information**

#### **SUBJECT:**

Lease Agreement for Farming Rights for Matchett Park Property.

#### **RECOMMENDATION:**

Approve lease agreement for farming on the Matchett Park property between City of Grand Junction and Kenny Romisch.

#### **EXECUTIVE SUMMARY:**

The City offers several properties for lease by private operators such as farming, cell towers, food service, etc. The Matchett Park property is currently being utilized for farming purposes.

#### **BACKGROUND OR DETAILED INFORMATION:**

Matchett Park is considered an undeveloped park totaling approximately 205 acres, located at 28 1/4 Road and F Road. The property has been leased for corn and other crops since 2000. The intent of the lessee will be to cultivate alfalfa in the immediate future. Changes to this lease from year's past include:

Term

Previous Lease: One-year lease with first right of refusal for four additional one year terms.

New Lease: Three-year lease with first right of refusal for two additional one year terms.

The revised term is consistent with other City leases.

**FISCAL IMPACT:**

Annual rent shall be \$5,000 and is received through the Parks and Recreation Department to the General Fund.

**SUGGESTED MOTION:**

I MOVE to approve a lease agreement for farming on the Matchett Park property between City of Grand Junction and Kenny Romisch.

**Attachments**

1. Farm Lease Agreement - Matchett
2. Matchett Park Farm Area Map

## FARM LEASE AGREEMENT

THIS FARM LEASE AGREEMENT (“Agreement”) is made and entered into as of the 30th day of January, 2017, by and between The City of Grand Junction, a Colorado home rule municipality (“Lessor”), and Kenny Romisch (“Lessee”).

### Recitals

A. Lessor is the owner of that certain real property commonly known as the Matchett Farm in the City of Grand Junction, County of Mesa, State of Colorado, as depicted on **Exhibit “A”** attached hereto and incorporated herein by reference, hereinafter referred to as “the Property”. Lessor acquired the Property to facilitate development of the Property by the City as a regional park. Timing for the eventual use and development of the Property as a regional park is uncertain, pending planning processes and identification of funding sources. Because a majority of the Property is now a working farm, Lessor believes it is in the best interest of Lessor, the City and its inhabitants that the Property continue to be used as a farm until such time that the City is fully prepared to develop the Property as a regional park. It is the express intent of Lessor that a majority of the Property remains productive as a farm, that the water rights appurtenant to the Property be used to their full and maximum extent, that all aspects of the Property be maintained to the highest practicable standard, and that expenses be kept to a minimum without waste.

B. Lessee desires to lease those portions of the Property as depicted on **Exhibit “A”**, hereinafter referred to as the “Demised Premises”, for the purposes of maintaining the Demised Premises as a farm in accordance with the desires and express intent of Lessor. Lessee has represented to Lessor that Lessee possesses the knowledge, experience, equipment, personnel and financial resources to maintain the Demised Premises to the highest practicable standard and to use the water rights appurtenant to the Property to their full and maximum extent, all in accordance with the desires and express intent of Lessor.

C. Lessor is actively engaged in planning for park facilities on the Property and it is possible that funding may become available in 2018 for park development. Therefore the parties intend and understand that no action or investment shall be taken by the Lessee in 2017 that would create an expectation of use for farming activities or harvest in 2018 without first notifying Lessor and obtaining Lessor’s express permission.

NOW, THEREFORE, for and in consideration of the recitals above and the mutual promises, terms, covenants, conditions, duties and obligations to be kept by Lessor and Lessee as more fully hereafter set forth, the parties hereto agree as follows:

1. Grant and Acceptance of Lease. Lessor hereby leases the Demised Premises to Lessee, and Lessee hereby accepts and leases the Demised Premises from Lessor, for the term set forth in paragraph 2 below and for the specific purposes and duties of maintaining all aspects of the Demised Premises and the water and water rights, ditches and ditch rights appurtenant thereto, all in accordance with the provisions of this Agreement.

2. Term. The term of this Lease shall commence on February 1, 2017, and shall continue through January 31, 2020, subject to the limitations stated herein, at which time this Lease shall expire; provided, however, that in the event Lessee shall fully and complete fulfill each and every covenant, condition, duty and obligation of Lessee as hereinafter set forth and in the event Lessor determines, at Lessor’s sole discretion, to again lease the farming rights associated with the Property in accordance with the provisions of this lease, Lessee shall have the first right of refusal to lease the Property for two additional one (1) year term following any lease term from February 1, 2020 through January 31, 2022 (“fifth term”) as more fully set forth in paragraph 12 below.



3. Agreement as to Farmable Acreage. Based on the best information available to both Lessor and Lessee, the parties agree that the Demised Premises consists of 107.3 acres of Farmable Land plus 27.3 acres of "fallow" area, as shown on Exhibit A. For the lease term, the "fallow" area may be farmed by Lessee with the exclusion of cultivating Corn, except that the Lessor reserves the right to require Lessee to cease farming operations on the "fallow" area with a written 10 day notice to the Lessee.

4. Rent.

4.1 Lessee agrees to pay Lessor \$5000.00 per year as rent for the Demised Premises, in addition to all other sums and expenses, including but not limited to possessory interest taxes, which Lessee shall be required to pay to fulfill Lessee's duties and obligations hereunder.

4.2 The annual rental payment set forth in paragraph 4.1 above shall be due and payable by Lessee coincident with Lessee's signing of this Agreement and prior to Lessee's entry of the Demised Premises, but no later than February 1, the first day of the lease term. In the event Lessee fails to pay to Lessor the rental payment set forth in paragraph 4.1 on or before February 1, and prior to Lessee's entry of the Demised Premises, this Agreement and the lease of the Property to Lessee shall automatically terminate and neither party shall have any further rights, duties or obligations under this Agreement.

5. Duties and Obligations of Lessee. As consideration for the lease of the Property, Lessee agrees to:

5.1 Thoroughly plow, irrigate, cultivate, fertilize and farm all farmable lands upon the Demised Premises in a responsible and prudent husband-like manner; to plant, grow and harvest upon and from the Farmable Lands crops of corn, hay, grass and alfalfa and no other plants or crops without the prior written consent of Lessor.

5.2 Use the Demised Premises for farming purposes only and for no other purpose whatsoever; Lessee agrees that Lessee will not use the Demised Premises nor allow any other person to use the Demised Premises for any purpose prohibited by the applicable laws of the United States of America, the State of Colorado, the County of Mesa, the City of Grand Junction, or any other governmental authority or any jurisdiction having authority over uses conducted upon the Property.

5.3 Maintain, clean out and keep in good repair and free from litter and debris and, as is practicable, free from weeds, all ditches, diversion structures, flumes, headgates and other structures necessary to fully irrigate the Farmable Lands in accordance with historical irrigation practices and to not allow irrigation water to overrun any furrows or otherwise cause damage to the Property or the property of any other person or entity.

5.4 Waive and forego any claim, cause of action or demand Lessee may have against Lessor, its officers, employees and agents, and the City of Grand Junction, its officers, employees and agents, for injury to or destruction of any property of Lessee or any other party that may be lost, injured, destroyed or devalued as a result of the act, or failure to act, of Lessee or any third person; and to indemnify and hold Lessor, its officers, employees and agents, and the City of Grand Junction, its officers, employees and agents, harmless from any and all claims, damages, actions, costs and expenses of every kind in any manner arising out of, or resulting from, Lessee's use of the Demised Premises.

5.5 Not violate nor permit to be violated any code, rule, regulation or order pertaining to the use, application, transportation and storage of any hazardous, toxic or regulated substance or material, including, but not limited to, herbicides, pesticides and petroleum products. Lessee agrees that any spill, excessive accumulation or violation of any code, rule, regulation or order pertaining to the use, application, transportation and storage of any such material or substance shall be reported immediately to Lessor. Lessee

further agrees that all costs and responsibilities for cleaning, removing and abating any violation pursuant to this paragraph shall be borne solely by Lessee.

5.6 Continue to allow and accommodate public recreational uses upon the Property which have customarily and historically been allowed by Lessor. Lessee understands and agrees that the general public shall have daytime access to the roads and trails located upon the Property for non-motorized purposes including, but not limited to, walking, running, bicycling and horse riding.

5.7 Lessor will maintain in good repair all fences and gates presently located upon the Demised Premises.

5.8 Lessee shall not commence any farming or cultivation activity, including but not limited to plowing, planting, fertilizing, purchase of seed for or deployment of livestock on the Property, that will not be completely harvested and removed from the Property by January 31, 2020 without express written permission of Lessor.

6. Irrigation of the Demised Premises. The irrigation of the Demised Premises is an essential duty and obligation to be undertaken by Lessee on behalf of Lessor. Irrigation of the Demised Premises by Lessee shall be undertaken in accordance with the following provisions:

6.1 Lessor agrees to pay the water assessments, when the same become due and payable, which are levied by authorities having jurisdiction and control over the irrigation water appropriated to the Demised Premises.

6.2 Lessee agrees to pay for all costs and fees, when the same become due and payable, which are charged for water usage in excess of the base amounts set forth in subparagraph 6.1 above.

6.3 Lessee shall apply to the Demised Premises the base water and such additional water as is necessary to irrigate crops during the historical irrigating season. Any failure by Lessee to irrigate the Demised Premises as set forth above, or any of the following acts or omissions on the part of Lessee with respect to the water rights appurtenant to the Demised Premises, shall be grounds for immediate termination of this Lease:

a. failure or refusal to cultivate the Demised Premises and/or make use of available water to the Farmable Lands without the prior written consent of Lessor; or

b. failure to maintain and preserve the irrigation structures, ditches, pipes and other irrigation facilities and appurtenances on the Demised Premises in such a manner as to allow the full application of water rights to the Demised Premises.

6.4 Lessee agrees to apply water in accordance to Furrow Irrigation Guidelines as stated by the Colorado State University Extension Tri River Area to the crops stated in 5.1 of this lessee agreement; corn, hay, grass, and alfalfa. A copy of the Guidelines is attached and incorporated by this reference as if fully set forth.

7. Livestock Grazing. The grazing of livestock upon the Demised Premises during the term of this Lease may be permitted subject to the following:

7.1 Prior to letting livestock upon the Demised Premises, Lessee shall, at Lessee's sole cost and expense, implement whatever measures are necessary to ensure that all fences around the perimeter of the

fields to be grazed are stock-proof. The use of electric fences is permitted, provided (a) that electric power shall be provided from photovoltaic cells or portable batteries and not from the general electric service to the Property, and (b) Lessee installs conspicuous signs sufficient to warn the general recreating public against touching such electric fences.

7.2 Any grazing of livestock upon the Demised Premises shall be conducted in accordance with sound agricultural practices so as not to overgraze the Demised Premises nor to interfere or endanger public uses of the Property and the Demised Premises.

7.3 In addition to the rent specified in paragraph 4, in the event Lessee determines to graze livestock upon the Demised Premises, Lessee agrees to pay to Lessor, as additional rent for livestock grazing, the monthly sum of thirty cents (\$0.30) per animal unit. Said amount shall be due and payable in advance and without demand by Lessor.

7.4 Lessee agrees to use the property for agricultural operations only and conduct said operations in a proper and workmanlike manner and in a manner that will not over-graze or cause deterioration or destruction to the Property. Lessee shall be strictly liable for any deterioration or destruction caused by his operations.

8. Duties and Obligations of Lessor. Lessor agrees to:

8.1 As set forth in subparagraph 6.1, pay the base water assessments, when the same become due and payable, levied by authorities having jurisdiction and control over the irrigation water appropriated to the Demised Premises.

8.2 Allow Lessee to quietly enjoy the Demised Premises and all service buildings located upon the Property which are necessary for Lessee to comply with Lessee's duties and obligations pursuant to this Agreement, including scales, Butler buildings and tack sheds; provided, however, that all residences located upon the Property are specifically excluded from this Lease.

8.3 Lessor agrees to maintain all road ways throughout the Demised Premises in a manner appropriate for recreational use stated in Section 5.6; for daytime access for non-motorized purposes including, but not limited to, walking, running, bicycling, and horse riding.

8.4 Lessor agrees to maintain by spraying, cutting, or physical means all weeds or unwanted vegetation in roadways, walkways, areas adjacent to ditches and open areas not a part of the lease agreement.

9. Condition of Demised Premises.

9.1 Lessee affirms that Lessee has inspected the Demised Premises and has received the Demised Premises in good order and condition. Lessee further affirms that the condition of the Demised Premises is sufficient for the purposes of Lessee. Lessor makes no warranties nor promises, either express or implied, that the Demised Premises is sufficient for the purposes of Lessee.

9.2 In the event the Demised Premises are damaged due fire, flood or any other act of nature or casualty, or if the canals, ditches or ditch laterals which provide irrigation water to the Demised Premises are damaged to the extent where they are no longer functional for the purposes of Lessee, Lessor shall have no obligation to repair the Demised Premises nor to otherwise make the premises usable or occupiable; damages shall be at Lessee's sole and absolute risk.

10. Insurance.

10.1 Lessee shall purchase and at all times maintain in effect suitable comprehensive general liability and hazard insurance which will protect Lessor, its officers, employees and agents, from liability in the event of loss of life, personal injury or property damage suffered by any person or persons on, about or using the Property and the Demised Premises, including Lessee and Lessee's employees, agents, licensees and guests. Such insurance shall not be cancelable without thirty (30) days prior written notice to Lessor and shall be written for at least a minimum of One Million Dollars (\$1,000,000), combined single limit. The certificate of insurance shall be deposited with Lessor and must designate "The City of Grand Junction, its officers, employees and agents" as additional insureds. If a policy approved by Lessor is not at all times in full force and effect, this Lease shall automatically terminate.

10.2 Lessee shall, at Lessee's sole cost and expense, maintain such workman's compensation insurance as may be necessary or required to cover Lessee's employees hired for the purpose of operating the Demised Premises pursuant to this Agreement. Lessee shall furnish or cause to be furnished to Lessor certificates and policies evidencing such coverage throughout the term of this Lease.

11. Default, Sublet, Termination.

11.1 Should Lessee: (a) default in the performance of Lessee's agreements, duties or obligations set forth under this Agreement and any such default continue for a period of thirty (30) days after written notice thereof is given by Lessor to Lessee, or (b) abandon or vacate the Demised Premises, or (c) suffer death, or (d) be declared bankrupt, insolvent, make an assignment for the benefit of creditors, or if a receiver is appointed, Lessor, at Lessor's option, may cancel and annul this Lease at once and enter and take possession of the Demised Premises immediately without any previous notice of intention to reenter, and such reentry shall not operate as a waiver or satisfaction, in whole or in part, of any claim or demand arising out of or connected with any breach or violation by Lessee of any covenant or agreement to be performed by Lessee. Upon reentry, Lessor may remove the property and personnel of Lessee and store Lessee's property in a warehouse or at a place selected by Lessor, at the expense of Lessee and without liability to Lessor. Any such reentry shall not work a forfeiture of nor shall it terminate the rent(s), fees, assessments or the covenants and agreements to be performed by Lessee for the full term of this Lease; and upon such reentry, Lessor may thereafter lease or sublease the Demised Premises for such rent as the City may reasonably obtain, crediting Lessee with the rent so obtained after deducting the cost reasonably incurred in such reentry, leasing or subleasing, including the costs of necessary repairs, alterations and modifications to the Property. Nothing herein shall prejudice or be to the exclusion of any other rights of Lessor to obtain injunctive relief based on the irreparable harm caused to Lessor's reversionary rights.

11.2 Except as otherwise provided for (automatic and immediate termination), if Lessee is in default in the performance of any term, condition, duty or obligation of this Agreement, Lessor may, at its option, terminate this Lease upon giving thirty (30) days written notice. If Lessee fails within any such thirty (30) day period to remedy each and every default specified in Lessor's notice, this Lease shall terminate. If Lessee remedies such default, Lessee shall not thereafter have the right of thirty (30) days to remedy with respect to a subsequent similar default, but rather, Lessee's rights shall, with respect to a subsequent similar default terminate upon the giving of notice by Lessor.

11.3 Lessee shall not assign or sublease the Demised Premises, or any right or privilege connected therewith, or allow any other person, except as provided herein and except the employees of Lessee, to occupy the Demised Premises or any part thereof. This Lease shall not be assigned nor subleased. Any attempted assignment, sublease or permission to occupy the Property conveyed by Lessee shall be void and shall, at the option of Lessor, provide reasonable cause for Lessor to terminate this Lease. The interest of Lessee in this Lease is not to be assignable by operation of law without the formal approval by Lessor.

12. Option to Extend Lease. If Lessee performs Lessee's duties and obligations pursuant to this Agreement to the satisfaction of Lessor, and if Lessor chooses, at its sole option and discretion, to again lease the farming rights to the Property at the expiration of the term as set forth in paragraph 2, Lessor hereby grants to Lessee an option to extend this Lease. This renewal (February 1, 2017 – January 31, 2020) shall be the 1<sup>st</sup> Lease renewal, out of a possible two (2) additional one (1) year terms commencing on February 1, 2020, and expiring on January 31, 2022 ("fifth term"), upon the same terms and conditions of this Agreement or upon other terms and conditions which may hereafter be negotiated between the parties. In order to exercise Lessee's option for a second term, Lessee shall, on or before January 31, 2020, give written notice to Lessor of Lessee's desire and intention to lease the Demised Premises for a second term.

13. Miscellaneous Provisions.

13.1 Lessor, by entering into this Farm Lease Agreement, does not part with its entire possession of the Property, but only so far as is necessary to enable Lessee to farm the Demised Premises and to carry out the duties, obligations, terms and provisions of this Agreement. Lessor hereby reserves the right to at reasonable times have its officers, employees, agents, contractors, and consultants enter into and upon the Property and every part thereof and to do such acts and things as may be deemed necessary for the protection of Lessor's interests therein. Such access shall include the right to perform acts which Lessor may in its sole and absolute discretion determine to be necessary for the design, development and use of the Property by Lessor or Lessor's assigns for purposes other than agricultural. The foregoing may include, but not be limited to, the performance of boundary surveys, topographic surveys, soils sampling and engineering studies.

13.2 It is expressly agreed that this Lease is one of lease and not of partnership. Lessor shall not be or become responsible for lost profits, lost opportunities or any debts contracted by Lessee. Lessee shall keep the Property and the demised premises free from any and all liens whatsoever, including, but not limited to, liens arising out of any work performed, materials furnished or obligations incurred by Lessee. Lessee shall save, indemnify and hold Lessor and the City of Grand Junction, and the officers, employees and agents of each harmless against all liability and loss, and against all claims or actions based upon or arising out of any claim, lien, damage or injury (including death), to persons or property caused by Lessee or sustained in connection with Lessee's performance of the duties, obligations, terms and conditions of this Agreement or the conditions created thereby, or based upon any violation of any statute, ordinance, code, rule or regulation, either now in force or hereinafter enacted, and the defense of any such claims or actions, including the costs and fees of attorneys, consultants and experts. Lessee shall also save, indemnify and hold Lessor and the City of Grand Junction, and the officers, employees and agents of each harmless from and against all liability and loss in connection with, and shall assume full responsibility for the payment of, all federal, state and local taxes, fees or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to employees engaged by Lessee.

13.3 The parties to this Farm Lease Agreement warrant that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. Lessee agrees to defend, indemnify and hold Lessor harmless from any claim for real estate brokerage commissions or finder's fees asserted by any other party claiming to be entitled to brokerage commissions or finder's fees arising out of or in connection with this Lease.

13.4 No modifications, alterations or additions of improvements upon the Property shall be performed by Lessee without the express written consent of Lessor first being obtained, which consent shall not be unreasonably withheld.

13.5 Lessee shall not pledge or attempt to pledge or grant or attempt to grant as collateral or security any of Lessee's interest in any portion of the Property.

14. Notices. All notices to be given with respect to this Agreement shall be in writing delivered either by United States mail or Express mail, postage prepaid, or by facsimile transmission, personally by hand or by courier service, as follows:

To Lessor: City of Grand Junction, Attention Tressa Fisher  
1340 Gunnison Ave  
Grand Junction, CO 81501  
Tel: (970) 254-3842  
Fax: (970) 242-1637

To Lessee: Kenny Romisch  
718 35 8/10 Road  
Palisade, CO 81526  
Tel: (970) 464-5670  
Cell: (970) 261-4359

All notices shall be deemed given: (a) if sent by mail, when deposited in the mail; (b) if delivered by hand or courier service, when delivered; (c) if transmitted by facsimile, when transmitted. The parties may, by notice as provided above, designate a different address to which notice shall be given.

15. Surrender, Holding Over. Lessee shall, upon the expiration or termination of this Lease, peaceably surrender the Demised Premises to Lessor in good order, condition and state of repair. In the event Lessee fails, for whatever reason, to vacate and peaceably surrender the Demised Premises upon the expiration or termination of this Lease, Lessee agrees that Lessee shall pay to Lessor the sum of \$100.00 per day for each and every day thereafter until Lessee has effectively vacated and surrendered the Demised Premises. The parties agree that it would be difficult to establish the actual damages to Lessor in the event Lessee fails to vacate and surrender the Demised Premises upon the expiration or termination of this Lease, and that said \$100.00 daily fee is an appropriate liquidated damages amount.

16. Enforcement, Partial Invalidity, Governing Law.

16.1 In the event Lessor uses its Attorney or engages an attorney to enforce Lessor's rights hereunder, Lessee agrees to pay any and all attorney fees, plus costs, including the costs of any experts.

16.2 The invalidity of any portion of this Farm Lease Agreement shall not affect the validity of any other provision contained herein. In the event any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision(s).

16.3 This Farm Lease Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any action to enforce any covenant or agreement contained herein shall be in Mesa County, Colorado.

17. Total Agreement; Applicable to Successors. This Farm Lease Agreement contains the entire agreement between the parties. All representations made by any officer, agent or employee of either party, unless included herein, are null and void and of no effect. Except for automatic expiration or termination, this Agreement may not be changed, altered or modified except by a written instrument subsequently executed by both parties. This Farm Lease Agreement and the duties, obligations, terms and conditions hereof apply to, shall be binding upon, the respective heirs, successors and authorized assigns of both parties.

The parties hereto have each executed and entered into this Farm Lease Agreement as of the day and year first above written.

The City of Grand Junction

Lessee:

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Rob Schoeber, Parks & Recreation Director

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Kenny Romisch

Date of Birth:

Social Security Number:

Driver's License Number:







## Grand Junction City Council

### Regular Session

Item #2.b.

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**Meeting Date:** January 18, 2017

**Presented By:** Rob Schoeber, Parks & Recreation Director      **Submitted By:** Rob Schoeber, Parks and Recreation Director

**Department:** Parks and Recreation

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### Information

#### **SUBJECT:**

Lease agreement for farming rights for Saccomanno Park property.

#### **RECOMMENDATION:**

Approve lease agreement for farming on the Saccomanno Park property between City of Grand Junction and Arthur W. Fisher.

#### **EXECUTIVE SUMMARY:**

The City offers several properties for lease by private operators such as farming, cell towers, food service, etc. The Saccomanno Park property is currently being utilized for farming purposes.

#### **BACKGROUND OR DETAILED INFORMATION:**

Sacomanno Park is considered an undeveloped park totaling approximately 31 acres, located at 26 1/2 Road and H Road. The property has been leased for corn and other crops since 2002. The intent of the lessee will be to cultivate alfalfa in the immediate future. Changes to this lease from year's past include:

Term

Previous Lease: One year lease with first right of refusal for four additional one year terms.

New Lease: Three year lease with first right of refusal for two additional one year terms.

## Use and Condition of Property

Previous Lease: No declaration relative to telecommunication leasing.

New Lease: Lessee agrees the property is subject to a City lease for telecommunication tower(s) and supporting equipment of tower(s). Telecommunications lessee shall have reasonable ingress and egress to and from the premises to conduct surveys, inspections, structural soil tests and other activities during any lease period.

The revised term is consistent with other City leases.

### **FISCAL IMPACT:**

Annual rent shall be \$1,000 and is received through the Parks and Recreation Department to the General Fund.

### **SUGGESTED MOTION:**

I MOVE to (approve or deny) a lease agreement for farming on the Saccomanno Park property between City of Grand Junction and Arthur W. Fisher.

### **Attachments**

1. Lease agreement Saccomanno
2. Saccomanno Farm Map

## FARM LEASE AGREEMENT

THIS FARM LEASE AGREEMENT is entered into as of the \_\_\_ day of January 2017, by and between the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City", and Arthur W. Fisher, hereinafter referred to as "Lessee", whose address for the purpose of this Agreement is 948 26 Road, Grand Junction, Colorado 81506.

### RECITALS

A. The City is the owner of that certain real property in the City of Grand Junction, County of Mesa, State of Colorado, described as Lot 4 of the Replat of Lot 2 of Saccomanno Minor Subdivision, situated at the southwest corner of the intersection of 26½ Road and H Road and hereinafter referred to as "the Property". The City acquired the property for park purposes and intends to develop the Property as a community park; however, timing for development and use of the Property as a community park is uncertain. Until the Property is developed as a community park, the City believes it is in the best interest of the community that the Property continue to be maintained as a productive farm, that the water rights and ditch rights appurtenant to the Property be used to their full and maximum extent, that all aspects of the Property be maintained to the highest practicable standard, and that expenses be kept to a minimum without waste.

B. Lessee desires to lease the farming rights associated with the Property in accordance with the desires and express intent of the City. Lessee has represented to the City that Lessee possesses the knowledge, experience, equipment, personnel and financial resources to maintain the Property to the highest practicable standard and to use the water and water rights and ditches and ditch rights to their full and maximum extent, all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, In consideration of the payment of rent and the performance of the promises, covenants, conditions, restrictions, duties and obligations set forth herein, the parties agree as follows:

1. Grant and Acceptance of Lease. The City hereby leases the farming rights associated with the Property to Lessee, and Lessee hereby accepts and leases the farming rights associated with the Property from the City, for the term stated in paragraph 2 below and for the specific purposes and duties of maintaining all aspects of the Property, including water and water rights and ditches and ditch rights, all in accordance with the terms and conditions of this Agreement.

2. Term.

2.1 The term of this Lease shall commence on February 1, 2017, and continue through January 31, 2020, at which time this Lease shall expire; provided, however, that in the event Lessee shall fully and completely fulfill each and every covenant, condition, duty

and obligation of Lessee as hereinafter set forth and in the event Lessor determines, at Lessor's sole discretion, to again lease the farming rights associated with the Property in accordance with the provisions of this Lease, Lessee shall have the first right of refusal to lease the Property for two (2) additional one (1) year terms commencing on February 1, 2020, and expiring on January 31, 2022 ("third term") as more fully set forth in paragraph 12 below.

The City may, in its sole discretion, allow Lessee to continue to occupy a designated portion of the Property for a reasonable period of time for the sole purpose of storing crops which have been harvested from the Property pending the sale and/or delivery of said crops to market.

3. Rental. Rental for the farming rights hereby leased during the term hereinabove specified shall be \$1,000.00, which amount shall be due and payable, without demand by the City, on or before February 15, 2013. In the event payment of rent is not received by the City on or before March 1, 2013, Lessee agrees to pay to the City a late charge of \$100.00, which amount shall be added to the amount of rent(s) due. In the event payment of rent and any late charge is not received by the City on or before March 31, 2013, this Lease shall automatically terminate and neither party shall have any further rights, duties or obligations under this Agreement. Lessee shall pay any and all taxes, including but not limited to real estate and/or possessory interest taxes that arise out of or under this lease.

4. Reservations from Lease. The City withholds from this Lease and hereby retains and reserves unto itself:

(a) all oil, gas, coal and other minerals and mineral rights underlying and/or appurtenant to the Property;

(b) all water and water rights, ditches and ditch rights appurtenant to and/or connected with the Property, including, but not limited to, any water and/or water rights which may have been previously used on or in connection with the Property, for whatever purpose;

(c) all rights to grant, sell, bargain and convey ownership interest(s) in and to the Property, or any division thereof, to any other party, including the conveyance of easements, so long as such action will not interfere with Lessee's use and quiet enjoyment of the Property for the purposes set forth in this Agreement; and

(d) the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, in whole or in part, even if such taking is made by and/or for the purposes of the City, or for any conveyance in lieu of condemnation. Lessee hereby assigns and transfers to the City any claim Lessee may assert to compensation, including claims for damages, as a result of any condemnation.

5. Use and Condition of the Property.

5.1 Lessee agrees that Lessee's use of the Property is strictly limited to the growing and cultivating of the type(s) of crop(s) which are mutually agreed upon between the City and Lessee and for no other purposes. In connection therewith, Lessee agrees to thoroughly plow, irrigate, cultivate, fertilize and farm all farmable lands upon the Property in

a responsible and prudent farm-like manner. This Lease does not authorize Lessee to permit stock of any kind to run in any field on the Property.

5.2 Lessee agrees that Lessee's use and occupancy of the Property shall be subject to all applicable laws, rules, rulings, codes, regulations and ordinances of any governmental authority, either now in effect or hereafter enacted, having jurisdiction over the Property and Lessee's use, occupancy and operations thereon. Lessee agrees that Lessee shall not use nor permit the Property to be used for any other purpose or in any other fashion or manner contrary to this Lease or the laws, ordinances, codes or regulations of any governmental unit or agency exercising jurisdiction over the Property or any use thereon.

5.3 Lessee agrees to maintain, clean and repair all aspects of the Property at Lessee's sole cost and expense, including, but not limited to driveways, fences, gates, ditches, headgates, piping and other irrigation facilities located upon the Property, and to not allow irrigation water to overrun any furrows or otherwise cause damage to the Property or to the real or personal property of any other party. Lessee agrees that the City shall not be obligated nor required to repair damages to any portion or aspect of the Property.

5.4 Lessee agrees to make a reasonable effort to keep the Property free from noxious weeds. Lessee further agrees that Lessee shall not commit nor permit waste, damage or injury to the Property.

5.5 Lessee has inspected the Property, the rights and privileges appurtenant thereto, and the rules, regulations, codes and ordinances governing Lessee's use, occupancy and operations thereon. Lessee agrees that the condition of the Property and such rights, privileges, rules, regulations, codes and ordinances are sufficient for the purposes of Lessee. The City makes no warranties, promises or representations, express or implied, that the Property is sufficient for the purposes of Lessee. If the Property is damaged due to fire, flood or other casualty, or if the Property or any aspect thereto is damaged or deteriorates to the extent where it is no longer functional for the purposes of Lessee, the City shall have no obligation to repair the Property nor to otherwise make the Property usable or occupiable; damages shall be at Lessee's own risk.

5.6 Lessee agrees the property is subject to a City lease for telecommunication tower(s) and supporting equipment of tower(s). Telecommunications lessee shall have reasonable ingress and egress to and from the premises to conduct surveys, inspections, structural soil tests and other activities during any lease period.

6. Irrigation of the Property. Irrigation of the Property is an essential duty and obligation to be undertaken by Lessee on behalf of the City. Irrigation of the Property shall be undertaken in accordance with the following provisions:

6.1 The City agrees to pay the base water assessments, when the same become due and payable, which are levied by authorities having jurisdiction and control over the irrigation water appropriated to the Property.

6.2 Lessee agrees to pay for all costs and fees, when the same become due and payable, which are charged for water usage in excess of the base amounts set forth in subparagraph 6.1 above.

6.3 Lessee shall apply the base water and such additional water as is necessary to the Property to irrigate crops during the historical irrigating season. Any failure by Lessee to irrigate the Property as set forth above, or any of the following acts or omissions on the part of Lessee with respect to the water rights appurtenant to the Property, shall be grounds for immediate termination of this Lease:

- a. failure or refusal to cultivate the Property and/or make use of available water upon the Property without the prior written consent of the City; or
- b. failure to maintain and preserve the irrigation structures, ditches, pipes and other irrigation facilities and appurtenances on the Property in such a manner as to allow the full application of water rights to the Property.

7. Fees and Charges. Lessee shall hold the City harmless from and indemnify the City against any and all fees, charges, costs and expenses associated with the Property, excepting the base water assessment which the City shall pay as set forth in paragraph 6.1. If Lessee fails to pay any of the foregoing when the same become due and payable, the City may, without obligation to do so, pay such amount(s) and, in such event, the amount(s) paid by the City, plus interest at the rate of fifteen percent (15%) per annum from the date of such payment by the City, shall be due and payable from Lessee to the City.

8. Nonliability of the City for Damage.

8.1 The City shall not be liable for liability or damage claims for injury to persons or property, including property of Lessee, from any cause relating to the occupancy and use of the Property by Lessee, including those arising out of damages or losses occurring on areas adjacent to the Property or easements used for the benefit of the Property during the term of this Lease or any extension thereof, nor for any injury or damage to any property of Lessee or any other party, from any cause. Lessee shall indemnify the City, its officers, employees and agents, and hold the City, its officers, employees and agents, harmless from all liability, loss or other damage claims or obligations resulting from any injuries, including death, or losses of any nature.

8.2 The City shall not be liable to Lessee for any damages or any loss of profits or loss of opportunities claimed by Lessee or for interruption of Lessee's business or operations resulting from fire, the elements, casualty of any kind or the closure of any public highway providing access to and from the Property.

9. Hazardous Substances.

9.1 The term "Hazardous Substances", as used in this Agreement, shall mean any substance which is: defined as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law enacted by any federal, state and local governmental agency or other governmental authority; a petroleum hydrocarbon, including, but not limited to, crude oil or any fraction thereof; hazardous, toxic or reproductive toxicant; regulated pursuant to any law; any pesticide or herbicide regulated under state or federal law. The term "Environmental Law", as used in this Lease Agreement, shall mean each and every federal, state and local law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization or similar requirement of each and every federal state and local governmental agency or other governmental authority, pertaining to the protection of human health and safety of the environment, either now in force or hereafter enacted.

9.2 Lessee shall not cause or permit to occur by Lessee and/or Lessee's agents, guests, invitees, contractors, licensees or employees:

- a. any violation of any Environmental Law on, under or about the Property or arising from Lessee's use and occupancy of the Property, including, but not limited to, air, soil and groundwater conditions; or
- b. the use, generation, accidental or uncontrolled release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substance on, under or about the Property, or the transportation to or from the Property of any Hazardous Substance in violation of any federal state or local law, ordinance or regulation either now in force or hereafter enacted.

10. Environmental Clean-Up.

10.1 The following provisions shall be applicable to Lessee and to Lessee's agents, guests, invitees, contractors, licensees and employees:

- a. Lessee shall, at Lessee's sole cost and expense, comply with all Environmental Laws and laws regulating the use, generation, storage, transportation or disposal of Hazardous Substances;
- b. Lessee shall, at Lessee's sole cost and expense, make all submissions to provide all information required by and/or to comply with all requirements of all governmental authorities ("the Authorities") under Environmental Laws and other applicable laws.
- c. Should any Authority or the City demand that a clean-up plan be prepared and that a clean-up plan be undertaken because of any deposit, spill, discharge or other release of Hazardous Substances on, under or about the Property,

Lessee shall, at Lessee's sole cost and expense, prepare and submit the required plan(s) and all related bonds and other financial assurances, and Lessee shall carry out all such clean-up plan(s) in compliance with the Authorities and all Environmental Laws and other applicable laws.

- d. Lessee shall promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Substances requested by any Authority. If Lessee fails to fulfill any duty imposed hereunder within a reasonable time, the City may do so on Lessee's behalf and, in such case, Lessee shall cooperate with the City in the preparation of all documents the City or any Authority deems necessary or appropriate to determine the applicability of Environmental Laws to the Property and Lessee's use thereof, and for compliance therewith, and Lessee shall execute all documents promptly upon the City's request. No such action by the City and no attempt made by the City to mitigate damages under any Environmental Law or other applicable law shall constitute a waiver of any of Lessee's obligations hereunder.
- e. Lessee's obligations and liabilities hereunder shall survive the expiration or termination of this Lease Agreement.

10.2 Lessee shall indemnify, defend and hold the City, its officers, employees and agents harmless from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith (including the costs and fees of attorneys, consultants and experts) arising out of or in any way connected with any deposit, spill, discharge or other release of Hazardous Substances and the violation of any Environmental Law and other applicable law by Lessee and/or Lessee's agents, guests, invitees, contractors, licensees and employees that occur during the term of this Lease or any extension thereof, or from Lessee's failure to provide all information, make all submissions, and take all actions required by all Authorities under the Environmental Laws and other applicable laws. Lessee's obligations and liabilities hereunder shall survive the expiration or termination of this Lease Agreement.

## 11. Default, Sublet, Termination, Assignment.

### 11.1 Should Lessee:

- (a) default in the performance of its agreements or obligations herein and any such default continue for a period of thirty (30) days after written notice thereof is given by the City to Lessee; or
- (b) abandon or vacate the Property; or
- (c) be declared bankrupt, insolvent, make an assignment for the benefit of creditors, or if a receiver is appointed; the City, at the City's option, may cancel and annul this Lease at once and enter and take possession of the Property immediately without any previous notice of intention to reenter, and such reentry shall not operate as a waiver or satisfaction in whole or in part of any claim or demand arising out of or connected with any breach or violation by Lessee of any covenant or agreement to be performed by Lessee. Upon



reentry, the City may remove the property and personnel of Lessee and store Lessee's property in a warehouse or at a place selected by the City, at the expense of Lessee and without liability to the City. Any such reentry shall not work a forfeiture of nor shall it terminate the rent(s) to be paid or the covenants and agreements to be performed by Lessee for the full term of this Lease; and, upon such reentry, the City may thereafter lease or sublease the Property for such rent as the City may reasonably obtain, crediting Lessee with the rent so obtained after deducting the cost reasonably incurred in such reentry, leasing or subleasing, including the costs of necessary repairs, alterations and modifications to the Property. Nothing herein shall prejudice or be to the exclusion of any other rights or remedies which the City may have against Lessee, including, but not limited to, the right of the City to obtain injunctive relief based on the irreparable harm caused to the City's reversionary rights.

11.2 Except as otherwise provided for (automatic and immediate termination), if Lessee is in default in the performance of any term or condition of this Lease Agreement, the City may, at its option, terminate this Lease upon giving thirty (30) days written notice. If Lessee fails within any such thirty (30) day period to remedy each and every default specified in the City's notice, this Lease shall terminate. If Lessee remedies such default, Lessee shall not thereafter have the right of thirty (30) days (to remedy) with respect to a similar subsequent default, but rather, Lessee's rights shall, with respect to a subsequent similar default, terminate upon the giving of notice by the City.

11.3 Lessee shall not assign or sublease the Property, or any right or privilege connected therewith, or allow any other person, except officers, employees, agents and clientele of Lessee, to occupy the Property or any part thereof without first obtaining the written consent of the City, which consent must be approved and ratified by the City Council of the City. Any attempt to sublet, assign or transfer without the prior written consent of the City shall be void *ab initio*. In the event an assignment of this Lease or a sublease is authorized by the City, Lessee shall not be released from Lessee's obligations and duties under this Lease and this Lease shall remain in full force and effect. Any consent by the City shall not be a consent to a subsequent assignment, sublease or occupation by any other party. Any unauthorized assignment, sublease or permission to occupy by Lessee shall be void and shall, at the option of the City, provide reasonable cause for the City to terminate this Lease. The interest of Lessee in this Lease is not to be assignable by operation of law without the formal approval and ratification by the City Council of the City.

11.4 This Lease is not intended to and shall in no way preclude the City from actively marketing the Property for sale or exchange, whether through the efforts of the City, a real estate broker or any other person, nor shall this Lease prevent the City from selling, exchanging or conveying the Property to any other party; provided, however, that in the event any such sale, exchange or conveyance is made during the term of this Lease, such sale, exchange or conveyance shall be made subject to Lessee's leasehold interest in the Property. In the event of the voluntary or involuntary transfer of the City's interest in the Property, Lessee will attorn to the transferee of, or successor to, the City's

interest in the Property, and recognize such transferee or successor as Lessor under this Lease.

11.5 Lessee shall not engage or allow any contractor, materialman or supplier to perform any work or supply any materials or other goods or services on any portion of the Property which could be the subject of a mechanic's lien.

12. Option to Extend Lease. If Lessee performs Lessee's duties and obligations pursuant to this Agreement to the satisfaction of Lessor and if Lessor chooses, at its sole option and discretion, to again lease the farming rights associated with the Property, at the expiration of the term as set forth in paragraph 2, Lessor hereby grants to Lessee an option to extend this Farm Lease. This renewal (February 1, 2017 – January 31, 2020) shall be the 1<sup>st</sup> Lease renewal, out of a possible two (2) additional one (1) year terms commencing on February 1, 2020 and expiring on January 31, 2022 ("third term"), upon the same terms and conditions of this Agreement or upon other terms and conditions which may hereafter be negotiated between the parties. In order to exercise Lessee's option for a second term, Lessee shall, on or before February 1, 2020, give written notice to Lessor of Lessee's desire and intention to lease the Property for a second term.

13. Fees or Commissions. The parties to this Lease Agreement warrant that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. The City and Lessee agree to defend, indemnify and hold the other harmless from any claim for real estate brokerage commissions or finder's fees asserted by any other party claiming to be entitled to brokerage commissions or finder's fees arising out of this Lease.

14. Notices. All notices to be given with respect to this Lease shall be in writing delivered either by United States mail or Express mail, postage prepaid, or by facsimile transmission, personally by hand or courier service, as follows:

To Lessor:

City of Grand Junction, Attention Rob Schoeber  
1340 Gunnison Avenue  
Grand Junction, CO 81501

To Lessee(s):

Arthur W. Fisher  
948 26 Road  
Grand Junction, CO 81506

All notices shall be deemed given:

- (a) if sent by mail, when deposited in the mail;
- (b) if delivered by hand or courier service, when delivered; or
- (c) if transmitted by facsimile, when transmitted.

The parties may, by notice as provided above, designate a different address to which notice shall be given.

15. Not a Partnership.

15.1 The City, by entering into this Lease Agreement, does not part with its entire possession of the Property, but only so far as it is necessary to enable Lessee to farm the Property and carry out the terms and provisions of this Lease. It is expressly agreed between the parties that this Agreement is one of lease and not of partnership and that the City shall not be or become responsible for any debts contracted or incurred by Lessee. Lessee shall save, indemnify and hold the City, its officers, employees and agents harmless against all liability and loss, and against all claims or actions based upon or arising out of any claim, lien, damage or injury (including death), to persons or property caused by Lessee or sustained in connection with Lessee's performance of the terms and conditions of this Agreement or the conditions created thereby, or based upon any violation of any statute, ordinance, code or regulation, either now in force or hereinafter enacted, and the defense of any such claims or actions, including the costs and fees of attorneys, consultants and experts. Lessee shall also save, indemnify and hold the City, its officers, employees and agents harmless from and against all liability and loss in connection with, and shall assume full responsibility for the payment of, all federal, state and local taxes, fees or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to employees engaged by Lessee.

15.2 The City hereby reserves the right to at all times have its officers, employees and agents enter into and upon the demised premises and every part thereof and to do such acts and things as may be deemed necessary for protection of the City's interests therein.

16. Enforcement, Partial Invalidity, Governing Law.

16.1 If the City uses the services of a city attorney, or engages another attorney or attorneys to enforce its rights hereunder, or to terminate this Agreement, or to defend a claim by Lessee or any person claiming through Lessee, and/or to remove Lessee or Lessee's personal property from the Property, Lessee agrees to pay the reasonable attorney's fees of the City in such regard, plus the costs or fees of any experts, incurred in such action.

16.2 The invalidity of any portion of this Lease Agreement shall not affect the validity of any other provision contained herein. In the event any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provisions.

16.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any action to enforce any covenant or agreement contained in this Agreement shall be in Mesa County, Colorado.

17. Surrender, Holding Over. Lessee shall, upon the expiration or termination of this Lease, surrender the Property to the City in good order, condition and state of repair, reasonable wear and use excepted. In the event Lessee fails, for whatever reason, to vacate and surrender the Property upon the expiration or termination of this Lease and the parties have not reached an agreement which would allow Lessee to continue to occupy any portion of the Property, Lessee agrees that Lessee shall pay to the City the sum of \$25.00 per day for each and every day thereafter until Lessee has effectively vacated and surrendered the Property. The parties agree that it would be difficult to establish the actual damages to the City in the event Lessee fails to vacate and surrender the Property upon the expiration or termination of this Lease, and that said \$25.00 daily fee is an appropriate liquidated damages amount.

18. Total Agreement; Applicable to Successors. This Lease contains the entire agreement between the parties and, except for automatic expiration or termination, cannot be changed or modified except by a written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding upon the successors and authorized assigns of both parties.

The parties hereto have each executed and entered into this Lease Agreement as of the day and year first above written.

The City of Grand Junction

Lessee(s):

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Rob Schoeber  
Parks & Recreation Director

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Arthur W. Fisher

# City of Grand Junction



Printed: 1/5/2017

1 inch = 248 feet



## Grand Junction City Council

### Regular Session

Item #2.c.

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**Meeting Date:** January 18, 2017

**Presented By:** Jay Valentine, Internal Serv. Man.      **Submitted By:** Darren Starr, Streets and Solid Waste Manager

**Department:** Public Works - Streets

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### Information

#### **SUBJECT:**

Purchase a 2017 Volvo L-90H 3.5 Cubic Yard Wheeled Front End Loader

#### **RECOMMENDATION:**

Authorize the City Purchasing Division to Purchase a 2017 Volvo L-90H 3.5 Cubic Yard Wheeled Front End Loader from Power Equipment Company for \$119,474.00

#### **EXECUTIVE SUMMARY:**

This Wheeled Front End Loader is a part of the resources needed to provide ongoing maintenance in the Streets and Storm Water divisions. This equipment will be used for digging, trenching, patching, placing pipe, snow removal, and other departmental functions. This equipment is a scheduled replacement for the Department and has gone through the equipment replacement committee.

#### **BACKGROUND OR DETAILED INFORMATION:**

In June of 2016 a formal solicitation was advertised on Rocky Mountain E-Purchasing System and in the Daily Sentinel and sent to a source list of manufacturers and dealers capable of providing a complete unit per our specifications.

Power Equipment was selected as low responsive bid and has held its bid price for the replacement of the unit #2100 loader for 2017(see email attached). See list of the 2016

bid submittals. Eight firms submitted nine responses of which seven met the minimum specifications:

<b>FIRM</b>	<b>LOCATION</b>	<b>COST</b>
Power Equipment Company	Grand Junction Colorado	\$11
Rifle Equipment Inc.	Rifle Colorado	\$12
Wagner Equipment Company	Grand Junction Colorado	\$12
Riverbend Machinery Inc.	Grand Junction Colorado	\$13
Flaska JCB	Denver Colorado	\$13
Century Equipment Company.	Grand Junction Colorado	\$14
Power Motive Company	Grand Junction Colorado	\$16

**FISCAL IMPACT:**

Budgeted funds for the purchase have been accrued in the Fleet Replacement Internal Service Fund.

**SUGGESTED MOTION:** I MOVE to Authorize the Purchase of a 2017 Volvo L-90H 3.5 Cubic Yard Wheeled Front End Loader from Power Equipment Company in the Amount of \$119,474.

**Attachments**

1. Email to hold purchase price

**From:** Nick Jones [mailto:nickj@ci.grandjct.co.us]  
**Sent:** Wednesday, June 29, 2016 12:51 PM  
**To:** Andy Remmo <aremmo@power-equip.com>  
**Cc:** Barker, Tim <timba@ci.grandjct.co.us>  
**Subject:** Wheel Front End Loader IFB-4241-16-NJ

Andy,  
While we wait for the Council meeting on July 6th to approve the purchase of the Volvo front end loader, a question has come up. In 2017, the City of Grand Junction anticipates replacing another wheeled front end loader, and we wanted to know if Power Equipment Company would be able to hold their base bid price for another unit to be purchased as a piggy back off of the current solicitation award? If so, we would anticipate a Purchase Order being issued in late December 2016, upon City Council approval. If you have any questions please let me know, otherwise I look forward to hearing from you.  
Thank You,  
Nick

**From:** Nick Jones  
**To:** Starr, Darren; Thorne, Dan  
**CC:** Barker, Tim  
**Date:** 6/29/2016 12:59 PM  
**Subject:** Fwd: RE: Wheel Front End Loader IFB-4241-16-NJ

See below...  
>>> Andy Remmo <aremmo@power-equip.com> 6/29/2016 12:56 PM >>>

Absolutely, yes.  
I typically hold my bid pricing for 12 months, and would be willing to do so for you in this instance.

Nicholas C Jones  
Buyer, Purchasing Division  
City of Grand Junction  
250 N. 5th Street  
Grand Junction, CO 81501  
(970)244-1533



## Grand Junction City Council

### Regular Session

Item #3.a.

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**Meeting Date:** January 18, 2017

**Presented By:** Rob Schoeber, Parks and Recreation Director      **Submitted By:** Lorie Gregor, Recreation Coordinator

**Department:** Parks and Recreation

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### Information

#### **SUBJECT:**

Resolution No. 04-17 - A Resolution Amending the Grand Junction Commission on Arts and Culture Bylaws

#### **RECOMMENDATION:**

Staff recommends approval of the amended bylaws for the Commission on Arts and Culture.

#### **EXECUTIVE SUMMARY:**

The Grand Junction Commission on Arts and Culture bylaws were last amended February 18, 2009. The Commission requested the amendment process as an administrative process and worked with Stephanie Tuin, City Clerk, to develop consistency with other boards and commissions for several areas including Ethical Conduct, Conflicts, Compensation, Expenses, Contracts, Expenditures, Notices, Legal Advice, Finances, Insurance, Membership, and Meetings. Several revisions also resulted in functional changes that minimally impact operations of the board. The amended bylaws were approved by the Commission on October 26, 2016.

#### **BACKGROUND OR DETAILED INFORMATION:**

Changes to the bylaws include the addition of articles to mirror the language used for other boards. These articles include: Ethical Conduct, Conflicts, Compensation, Expenses, Contracts, Expenditures, Notices, Legal Advice, Finances, Insurance, Membership, and Meetings. Three of the revisions result in functional changes that minimally impact operations of the Commission and include the following:

#### **ARTICLE III: MEMBERSHIP**

***Original:***

**5. Removal**

A. The Commission may petition, by formal two-thirds vote of the membership, to remove any Commissioner who is failing to fulfill the duties and responsibilities of office, provided the individual is notified of such action and is given the opportunity to address the Commission prior to tendering of such petition for removal to the Council for consideration.

B. Failure to attend four (4) regularly scheduled meetings of the Commission within any twelve (12) month period shall result in a recommendation to the City Council for removal of the member.

***Amended:***

**5. Removal**

A. Failure to attend four (4) regularly scheduled meetings of the Commission within a calendar year without excused absence may result in a recommendation to the City Council for removal of the member

B. The Commission may recommend to City Council in writing, by formal two-thirds vote of the membership, to remove any Commissioner who is failing to fulfill the duties and responsibilities of office, including regular attendance, provided the individual is notified of such action and is given the opportunity to address the Commission prior to tendering of such recommendation for removal to the Council for consideration.

**ARTICLE V: MEETINGS**

***Original:***

**1. Number** - The Commission shall meet at least eleven (11) times a year. Special meetings may be called at any time by the Chairperson for any reason.

***Amended:***

**1. Number** - The Commission shall meet monthly. Meetings can be cancelled with the discretion of the chair.

**ARTICLE V: MEETINGS**

***Original:***

**6. Voting** - Each Commissioner shall be entitled to vote. Proxy voting will be permitted only on specific issues; a written proxy is required. When a quorum is present at any meeting, the affirmative vote of a majority of those present shall decide any question brought before such meetings unless a different vote is required by ordinance or these by-laws, in which case such express provision shall control.

***Amended:***

**6. Voting** - Each Commissioner shall be entitled to vote. With prior authorization by the chair, members are allowed to participate and vote via speakerphone. When a quorum is present at any meeting, the affirmative vote of a majority of those present shall decide any question brought before such meetings unless a different vote is required by ordinance or these by-laws, in which case such express provision shall control. In order to vote on certain items (such as grant awards), attendance is required.

**FISCAL IMPACT:**

N/A

**SUGGESTED MOTION:**

I MOVE to approve Resolution No. 04-17 – A Resolution Amending the Grand Junction Commission on Arts and Culture Bylaws

**Attachments**

1. Commission on Arts and Culture Original Bylaws with Markup
2. Commission on Arts and Culture Amended Bylaws
3. Arts and Culture Commission Bylaw Resolution

## **GRAND JUNCTION COMMISSION ON ARTS AND CULTURE BY-LAWS**

### **ARTICLE I: NAME**

The name of this commission shall be the Grand Junction Commission on Arts and Culture.

### **ARTICLE II: STATEMENT OF MISSION**

The mission of the Grand Junction Commission on Arts and Culture shall be to help create and nurture a climate and conditions in Grand Junction in which the arts and culture can thrive and grow.

The goals of the Commission are as follows:

- ~Complete, implement, and periodically revise a community strategic cultural development plan.
- ~Encourage and facilitate cooperation, collaboration, and partnerships with and between the arts community, local government, education, and the business community.
- ~Provide information and education to local artists and arts agencies to enhance funding, management, and marketing skills.
- ~Provide advice to the Grand Junction City Council concerning the establishment of community arts priorities and criteria for expenditure of public resources.
- ~Increase both private and public resources for the arts.

### **ARTICLE III: MEMBERSHIP**

1. The Commission shall consist of no fewer than nine and no more than thirteen members.
2. Composition and Selection:
  - A. All members shall be appointed by the Grand Junction City Council.
  - B. Members shall serve without compensation, except for those expenses incurred in connection with the work of the Commission as approved by the City Manager or his/her designee.
  - C. Members shall be selected without regard to race, color, religion, sex, age, sexual orientation, national origin, marital status, or physical handicap.
  - D. The Commission shall include at least five (5) members of acknowledged accomplishment as either amateurs or professionals in one or more of the following fields: architecture, art criticism, art education, art history, choreography, dance, communicative arts, crafts, folk and ethnic arts, literature, media arts, music, opera, painting photography, sculpture, theater (including community theater), and urban design.

E. If requested by City Council, a nominating committee shall be appointed from among the Commission members to recommend and/or review candidates for Commission membership.

### 3. Term

Beginning in 1992, the terms of the Commissioners shall be three (3) years. The terms shall be staggered so that one-third of the members shall be appointed each year. No Commission member shall be appointed for more than two (2) consecutive full terms.

### 4. Vacancies

In the event of death, resignation, or removal of any member, his/her successor shall be appointed in the manner prescribed in Section 2 above, for the duration of the unexpired term.

### 5. Removal

~~B~~A. Failure to attend four (4) regularly scheduled meetings of the Commission within ~~any twelve (12) month period~~ a calendar year without excused absence ~~may shall~~ result in a recommendation to the City Council for removal of the member.

A. The Commission ~~may recommend to City Council in writing, may petition,~~ by formal two-thirds vote of the membership, to remove any Commissioner who is failing to fulfill the duties and responsibilities of office, provided the individual is notified of such action and is given the opportunity to address the Commission prior to tendering of such ~~petition recommendation~~ for removal to the Council for consideration.

## ARTICLE IV: OFFICERS

### 1. Chairperson

A. The Commission shall elect ~~by written ballot~~ one member to serve as Chairperson for a term of one year.

B. The Chairperson shall:

~Preside at meetings of the Commission.

~Serve as ex-officio member of all committees.

~Appoint members to represent the Commission to the City Council.

~Arrange for production and presentation of the Annual Report to the City Council.

~Meet with the City Manager and Council concerning implementation of Commission recommendations.

C. No Commission member elected Chairperson shall serve more than two (2) consecutive terms in that office.

### 2. Vice-Chairperson

A. The Commission shall elect ~~by written ballot~~ one member to serve as Vice-Chairperson for a term of one year.

- B. In the absence of the Chairperson, the Vice-Chairperson shall assume the duties of the Chair.
- C. The Vice-Chairperson shall be assigned other specific duties by the Chairperson as required to assure efficient operation of administrative functions of the Commission.
- D. No Commission member elected Vice-Chairperson shall serve more than two (2) consecutive terms in that office.

### 3. Secretary

- A. The Secretary shall be chosen by Commission action.
- B. The duties of the Secretary shall be determined by the Chairperson and Commission members, as deemed appropriate; generally, the Secretary shall coordinate administrative matters for the Commission.
- C. The duties of the Secretary may be rotated among the Commission members.

## ARTICLE V: MEETINGS

### 1. Number

The Commission shall meet ~~at least eleven (11) times a year~~ monthly. ~~Special meetings may be called at any time by the Chairperson for any reason.~~ Meetings can be cancelled with the discretion of the chair.

### 2. Notice

Notice of each meeting of the Commission shall be given no less than five (5) days prior to the date of the meeting to each Commissioner personally or by mail.

### 3. Place

Meetings shall be held at such place or places designated within Grand Junction as the Commission considers appropriate.

### 4. Quorum

A majority of Commissioners of record shall constitute a quorum. In the absence of a quorum at any meeting, a majority of the Commissioners present may adjourn the meeting for up to thirty (30) days without further notice. The Commissioners present at a duly constituted meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Commissioners to leave less than a quorum.

### 5. Special Meetings

Any three (3) Commissioners may convene a meeting with due notification as set out in Section 2 above.

### 6. Voting

Each Commissioner shall be entitled to vote. With prior authorization by the chair, members are allowed to participate and vote via speakerphone. ~~Proxy voting will be permitted only on specific~~

~~issues; a written proxy is required.~~ When a quorum is present at any meeting, the affirmative vote of a majority of those present shall decide any question brought before such meetings unless a different vote is required by ordinance or these by-laws, in which case such express provision shall control. In order to vote on certain items (such as grant awards), attendance is required.

## 7. Rules of Procedure

All regular and special meetings of the Commission and its committees shall be open to the public, and shall be conducted in accordance with *Roberts Rules of Order*, except where in conflict with these by-laws, in which case such express provision shall control.

Affairs of the Board shall be governed by the Open Meetings Law and the Open Records Act, as amended, including but not limited to the posting of notices, designating annually the location for the posting of notices, and the taking of minutes.

## ARTICLE VI: COMMITTEES

The Commission shall establish committees, including task forces and special projects, as deemed necessary or appropriate, and shall prescribe the duties, functions, and duration of each.

## ARTICLE VII: ETHICAL CONDUCT

Board members shall comply with the City of Grand Junction Resolution No. 79-06, and as subsequently amended, which establishes ethical standards for members of the City's boards, commissions and similar groups.

## ARTICLE VIII: CONFLICTS, COMPENSATION, EXPENSES

A. No compensation shall be paid to any member of the Board for his/her services. The Board shall not enter into any contract with any member or pay or authorize any remuneration to any member. The rules and requirements of the City Charter and state law that apply to volunteer board members regarding conflicts of interest, disclosure, gifts and appearances of impropriety, as well as the City Resolution referred to in Article 2, shall apply to each member of the Board.

B. In accordance with the rules and requirements of the City, a member may be reimbursed for his reasonable expenses that are allowed by motion of the Board prior to being incurred. Expenses so authorized must be incurred in the performance of the Board member's duties. All such expenses shall be paid with Board funds.

## ARTICLE IX: CONTRACTS, EXPENDITURES

The Board and its members do not have authority to bind the City, unless the City Council has specifically granted such authority in writing. Authority to bind the City shall

be limited to the specific act(s) described in such writing. Expenditures on behalf of the Board and its work shall be granted such authority exclusively through the City Finance Department.

#### ARTICLE X: NOTICES

Any notice of claim, demand or other legal process served on or received by the Board or any of its members should be immediately delivered to the City Clerk or the City Attorney.

#### ARTICLE XI: LEGAL ADVICE, FINANCES, INSURANCE

The City Attorney shall serve as the legal advisor for the Board. The City's Financial Operations Director shall serve as the treasurer for the Board. The City's insurance provides coverage for its volunteers and will defend members of the Board against losses, costs and expenses, including legal counsel fees, reasonably incurred by reason of his/her being or having been a member of the Board, so long as the member's actions are not malicious, criminal, or with deliberate intent to violate a law or regulation or with intent to injure. A Board member shall immediately contact the City Attorney if such losses, cost or expenses arise or if there are any questions about coverage.

#### ARTICLE XII: AMENDMENT

The by-laws of the Commission shall be subject to alteration, amendments, or repeal, and new by-laws may be adopted by the affirmative vote of a majority of the members of the Commission. Such changes shall be presented in writing to, and ratified and approved by the City Council. If the proposed by-law amendments are ratified and approved by the City Council, those amendments shall be available and distributed to the membership ten (10) days before the meeting at which the change will be considered. By-law amendments which are not ratified and approved by Council shall be void and to no effect.

Amended by the Commission August 24, 2016  
Approved by the Commission October 26, 2016

Approved by the Commission March 20, 1991  
Amended and approved by City Council May 1, 1991

Amended by Commission January 22, 1997 (Article III 5 B)  
Amendments approved by City Council February 5, 1997

Resolution 44-89 expanding number of members adopted by City Council Feb. 18, 2009  
By-laws amended by Commission Feb. 25, 2009



## **GRAND JUNCTION COMMISSION ON ARTS AND CULTURE BY-LAWS**

### ARTICLE I: NAME

The name of this commission shall be the Grand Junction Commission on Arts and Culture.

### ARTICLE II: STATEMENT OF MISSION

The mission of the Grand Junction Commission on Arts and Culture shall be to help create and nurture a climate and conditions in Grand Junction in which the arts and culture can thrive and grow.

The goals of the Commission are as follows:

- ~Complete, implement, and periodically revise a community strategic cultural development plan.
- ~Encourage and facilitate cooperation, collaboration, and partnerships with and between the arts community, local government, education, and the business community.
- ~Provide information and education to local artists and arts agencies to enhance funding, management, and marketing skills.
- ~Provide advice to the Grand Junction City Council concerning the establishment of community arts priorities and criteria for expenditure of public resources.
- ~Increase both private and public resources for the arts.

### ARTICLE III: MEMBERSHIP

1. The Commission shall consist of no fewer than nine and no more than thirteen members.
2. Composition and Selection:
  - A. All members shall be appointed by the Grand Junction City Council.
  - B. Members shall serve without compensation, except for those expenses incurred in connection with the work of the Commission as approved by the City Manager or his/her designee.
  - C. Members shall be selected without regard to race, color, religion, sex, age, sexual orientation, national origin, marital status, or physical handicap.
  - D. The Commission shall include at least five (5) members of acknowledged accomplishment as either amateurs or professionals in one or more of the following fields: architecture, art criticism, art education, art history, choreography, dance, communicative arts, crafts, folk and ethnic arts, literature, media arts, music, opera, painting photography, sculpture, theater (including community theater), and urban design.

E. If requested by City Council, a nominating committee shall be appointed from among the Commission members to recommend and/or review candidates for Commission membership.

### 3. Term

Beginning in 1992, the terms of the Commissioners shall be three (3) years. The terms shall be staggered so that one-third of the members shall be appointed each year. No Commission member shall be appointed for more than two (2) consecutive full terms.

### 4. Vacancies

In the event of death, resignation, or removal of any member, his/her successor shall be appointed in the manner prescribed in Section 2 above, for the duration of the unexpired term.

### 5. Removal

A. Failure to attend four (4) regularly scheduled meetings of the Commission within a calendar year without excused absence may result in a recommendation to the City Council for removal of the member.

B. The Commission may recommend to City Council in writing, by formal two-thirds vote of the membership, to remove any Commissioner who is failing to fulfill the duties and responsibilities of office, including regular attendance, provided the individual is notified of such action and is given the opportunity to address the Commission prior to tendering of such recommendation for removal to the Council for consideration.

## ARTICLE IV: OFFICERS

### 1. Chairperson

A. The Commission shall elect one member to serve as Chairperson for a term of one year.

B. The Chairperson shall:

~Preside at meetings of the Commission.

~Serve as ex-officio member of all committees.

~Appoint members to represent the Commission to the City Council.

~Arrange for production and presentation of the Annual Report to the City Council.

~Meet with the City Manager and Council concerning implementation of Commission recommendations.

C. No Commission member elected Chairperson shall serve more than two (2) consecutive terms in that office.

### 2. Vice-Chairperson

A. The Commission shall elect one member to serve as Vice-Chairperson for a term of one year.

B. In the absence of the Chairperson, the Vice-Chairperson shall assume the duties of the Chair.

- C. The Vice-Chairperson shall be assigned other specific duties by the Chairperson as required to assure efficient operation of administrative functions of the Commission.
- D. No Commission member elected Vice-Chairperson shall serve more than two (2) consecutive terms in that office.

### 3. Secretary

- A. The Secretary shall be chosen by Commission action.
- B. The duties of the Secretary shall be determined by the Chairperson and Commission members, as deemed appropriate; generally, the Secretary shall coordinate administrative matters for the Commission.
- C. The duties of the Secretary may be rotated among the Commission members.

## ARTICLE V: MEETINGS

### 1. Number

The Commission shall meet monthly. Meetings can be cancelled with the discretion of the chair.

### 2. Notice

Notice of each meeting of the Commission shall be given no less than five (5) days prior to the date of the meeting to each Commissioner personally or by mail.

### 3. Place

Meetings shall be held at such place or places designated within Grand Junction as the Commission considers appropriate.

### 4. Quorum

A majority of Commissioners of record shall constitute a quorum. In the absence of a quorum at any meeting, a majority of the Commissioners present may adjourn the meeting for up to thirty (30) days without further notice. The Commissioners present at a duly constituted meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Commissioners to leave less than a quorum.

### 5. Special Meetings

Any three (3) Commissioners may convene a meeting with due notification as set out in Section 2 above.

### 6. Voting

Each Commissioner shall be entitled to vote. With prior authorization by the chair, members are allowed to participate and vote via speakerphone. When a quorum is present at any meeting, the affirmative vote of a majority of those present shall decide any question brought before such meetings unless a different vote is required by ordinance or these by-laws, in which case such

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## ARTICLE VI: COMMITTEES

The Commission shall establish committees, including task forces and special projects, as deemed necessary or appropriate, and shall prescribe the duties, functions, and duration of each.

## ARTICLE VII: ETHICAL CONDUCT

Board members shall comply with the City of Grand Junction Resolution No. 79-06, and as subsequently amended, which establishes ethical standards for members of the City's boards, commissions and similar groups.

## ARTICLE VIII: CONFLICTS, COMPENSATION, EXPENSES

A. No compensation shall be paid to any member of the Board for his/her services. The Board shall not enter into any contract with any member or pay or authorize any remuneration to any member. The rules and requirements of the City Charter and state law that apply to volunteer board members regarding conflicts of interest, disclosure, gifts and appearances of impropriety, as well as the City Resolution referred to in Article 2, shall apply to each member of the Board.

B. In accordance with the rules and requirements of the City, a member may be reimbursed for his reasonable expenses that are allowed by motion of the Board prior to being incurred. Expenses so authorized must be incurred in the performance of the Board member's duties. All such expenses shall be paid with Board funds.

## ARTICLE IX: CONTRACTS, EXPENDITURES

The Board and its members do not have authority to bind the City, unless the City Council has specifically granted such authority in writing. Authority to bind the City shall be limited to the specific act(s) described in such writing. Expenditures on behalf of the Board and its work shall be granted such authority exclusively through the City Finance Department.

## ARTICLE X: NOTICES

Any notice of claim, demand or other legal process served on or received by the Board or any of its members should be immediately delivered to the City Clerk or the City Attorney.

## ARTICLE XI: LEGAL ADVICE, FINANCES, INSURANCE

The City Attorney shall serve as the legal advisor for the Board. The City's Financial Operations Director shall serve as the treasurer for the Board. The City's insurance provides coverage for its volunteers and will defend members of the Board against losses, costs and expenses, including legal counsel fees, reasonably incurred by reason of his/her being or having been a member of the Board, so long as the member's actions are not malicious, criminal, or with deliberate intent to violate a law or regulation or with intent to injure. A Board member shall immediately contact the City Attorney if such losses, cost or expenses arise or if there are any questions about coverage.

## ARTICLE XII: AMENDMENT

The by-laws of the Commission shall be subject to alteration, amendments, or repeal, and new by-laws may be adopted by the affirmative vote of a majority of the members of the Commission. Such changes shall be presented in writing to, and ratified and approved by the City Council. If the proposed by-law amendments are ratified and approved by the City Council, those amendments shall be available and distributed to the membership ten (10) days before the meeting at which the change will be considered. By-law amendments which are not ratified and approved by Council shall be void and to no effect.

Amended by the Commission August 24, 2016  
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By-laws amended by Commission Feb. 25, 2009

**RESOLUTION NO. \_\_-17**

**A RESOLUTION AMENDING THE GRAND JUNCTION COMMISSION ON ARTS AND CULTURE BYLAWS**

Recitals:

On October 26, 2016, the Arts and Culture Commission approved the amendment of the current bylaws to include the addition of several articles and revision of two articles to mirror the language used for other boards.

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

1. The Commission on Arts and Culture bylaws are amended to include minor changes to Article II, Membership, Article IV, Officers, and Article V, Meetings.
2. The Commission on Arts and Culture bylaws are also amended with the addition of Article VII, Ethical Conduct, Article VIII, Conflicts, Compensation, Expenses; Article IX, Contracts, Expenditures; Article X, Notices; and Article XI, Legal Advice, Finances, Insurance.
3. The revisions provide consistent language among other boards and commissions and result in minimal impacts to operation of the Commission.

This Resolution shall be in full force and effect from and after its passage and adoption.

Passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2017.

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Phyllis Norris  
President of the City Council

**ATTEST:**

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Stephanie Tuin  
City Clerk



**Grand Junction City Council**

**Regular Session**

**Item #3. b.**

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**Meeting Date:** January 18, 2017

**Presented by:** Rob Schoeber, Parks  
and Recreation  
Director

**Submitted by:** Rob Schoeber, Director  
Parks and Recreation

**Department:** Parks and Recreation

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**Information**

**SUBJECT:**

Resolution No. 05-17 - A Resolution Amending the Parks and Recreation Advisory Board Bylaws

**RECOMMENDATION:**

Staff recommends approval of the amended bylaws for the Parks and Recreation Advisory Board.

**EXECUTIVE SUMMARY:**

The Parks and Recreation Advisory Board bylaws were last amended January 19, 1986. The Board requested the amendment process as an administrative process and discussed revisions at several meetings in 2016. The Board worked with staff including John Shaver, City Attorney and Stephanie Tuin, City Clerk, to develop consistency with other boards and commissions adding several articles including Ethical Conduct, Conflicts, Compensation, Expenses, Contracts, Expenditures, Notices, Legal Advice, Finances, and Insurance. The amended bylaws were approved by the Board on January 11, 2017.

**BACKGROUND OR DETAILED INFORMATION:**

Changes to the bylaws included the addition of articles to mirror the language used for other boards. These articles include Ethical Conduct, Conflicts, Compensation,

Expenses, Contracts, Expenditures, Notices, Legal Advice, Finances, and Insurance. Additional revisions resulted in changes to the appointment of board members and meeting schedule and the elimination of gender specific language and titles. These changes resulted in minimal impact to the operation of the board and are summarized below:

#### **Article VI - Members**

**Original:** Section 2: The first appointments to the Board shall be for the following terms: Two members to be appointed for one year. Two members to be appointed for two years. Two members to be appointed for three years. Thereafter two new members shall be appointed annually for three-year terms.

**Amended:** Section 2: New members shall be appointed annually for three-year terms.

#### **Article VII - Officers**

**Original:** Section 2. The officers shall be nominated and elected by ballot to serve for one year (June of each year) or until their successors are elected, and their term of office shall begin at the close of the annual June meeting at which are elected.

**Amended:** Section 2. The officers shall be nominated and elected by ballot to serve for one year at the meeting which includes the installation of newly appointed board members or until their successors are elected, and their term of office shall begin at the close of the meeting at which they are elected.

#### **Article X - Meetings**

**Original:** Section 1. The regular monthly meeting of the Board shall be held on the third Wednesday of the month at 11:45 a.m., unless otherwise ordered by the Board Chairman. Written notice of the time and place of the meeting shall be made available to the public one week prior to the meeting. Each Board member will be counted on to be in attendance unless a call is received by the Parks and Recreation office to the contrary.

**Amended:** Section 1. Regular meetings shall be held at least once a month, at the time and place designated by the Board. Regular meetings may be canceled at the discretion of the board. Written notice of the time and place of the meeting shall be made available to the public one week prior to the meeting. Each Board member will be counted on to be in attendance unless a notification is received by the Parks and Recreation office to the contrary.

#### **Article VIII - Executive Board**

**Original:** Section 1. The officers of the Board shall constitute the Executive Board. Section 2. The Executive Board shall have general supervision of the affairs of the Board between its business meetings, fix the hour and place of meetings, make recommendations to the Board, appoint Board members to committees and subcommittees, and shall perform such others duties as are specified in these bylaws.



The Executive Board shall be subject to the orders of the Board and none of its acts shall conflict with action taken by the Board. Section 3. The Executive Board shall meet periodically or at the request of the Parks and Recreation Director or any member of the Executive Board.

***Amended:*** Elimination of all Executive Board language and Section 1, 2 and 3.

**FISCAL IMPACT:**

N/A

**SUGGESTED MOTION:**

I MOVE to adopt Resolution No. 05-17 - A Resolution Amending the Parks and Recreation Advisory Board Bylaws

**Attachments**

ATTACHMENT 1 – Parks and Recreation Advisory Board Original Bylaws with Markup.

ATTACHMENT 2 – Parks and Recreation Advisory Board Amended Bylaws.

ATTACHMENT 3 – Proposed Resolution Amending the Bylaws for the Parks and Recreation Advisory Board

**Bylaws of the City of Grand Junction**  
**Parks and Recreation Advisory Board**

Article I – Name

The name of this Board shall be the City of Grand Junction Parks and Recreation Advisory Board.

Article II – Purpose

The ~~President of the City Council Mayor, with the concurrence of the~~ City Council, shall appoint a Parks and Recreation Board which shall act in an advisory capacity to the City Council and the Director of the Department, including assisting in planning of recreation activities and in helping to promote a long-range program for the development of the City's parks system.

Article III – Powers

The Board's powers are defined by Article III, Division I, Sec. 20-41 (a) of the Grand Junction Code, as amended from time to time. The Board's recommendations shall be submitted to the aforesaid director and/or the City Council. ~~The Board shall have no power to expend funds of the City or to incur any indebtedness.~~

Article IV – Contracts, Expenditures

The Board and its members do not have authority to bind the City, unless the City Council has specifically granted such authority in writing. Authority to bind the City shall be limited to the specific act(s) described in such writing. Expenditures on behalf of the Board and its work shall be granted such authority exclusively through the City Finance Department.

Article V – Ethical Conduct

Board members shall comply with the City of Grand Junction Resolution No. 79-06, and as subsequently amended, which establishes ethical standards for members of the City's boards, commissions and similar groups.

Article VI – Members

Section 1. The ~~President of the Council~~ Council shall select for concurrence, seven persons who are citizens of the City of Grand Junction. The members shall serve three-year staggered terms. The ~~City Manager, or his designee~~ City Council Representative and the Parks and Recreation Director shall be ex-officio, non-voting members of the Board.

Section 2. ~~The first appointments to the Board shall be for the following terms:~~

~~Two members to be appointed for one year.~~

~~Two members to be appointed for two years.~~

~~Two members to be appointed for three years.~~

Thereafter, two New members shall be appointed annually for three-year terms.

Section 3. Appointments to fill vacancies shall be for the unexpired term and shall be made in the same manner as original appointments.

Section 4. No member of the Board shall receive any compensation for such membership.

Section 5. Members of the Board may be removed by action of the City Council for malfeasance or nonfeasance or for unexcused failure to attend three consecutive meetings of the Board. The Board may recommend such action to the Council.

#### Article VII – Officers

Section 1. The officers of the Board shall be the Chair~~man~~ and Vice-Chair~~man~~. These officers shall perform the duties prescribed by these bylaws and by the parliamentary authority adopted by the Board. The Chair~~man~~ shall preside at all meetings of the Board. In the absence of the Chair~~man~~ or in the event of ~~his~~ their inability or refusal to act, the Vice-Chair~~man~~ shall perform the duties of the Chair~~man~~.

Section 2. The officers shall be nominated and elected by ballot to serve for one year ~~at the meeting which includes the installation of newly appointed board members (June of each year)~~ or until their successors are elected, and their term of office shall begin at the close of the ~~annual June~~ meeting at which they are elected.

Section 3. No member shall hold more than one office at a time and no member shall be eligible to serve more than two consecutive terms in the same office.

#### Article VIII – Support Duties

Section 1. ~~A The secretary~~ City Parks & Recreation staff member (Administrative Specialist) shall keep a full and accurate account and record of all meetings of this Board plus the correspondence, files and records thereof. Also included in the duties ~~of the staff member secretary~~ will be to prepare and forward all reports required by the Chair~~man~~ and/or Board members, keep a continuous attendance record, do and perform other acts and duties as may be incident to this office or may be properly required of the ~~secretary~~ staff member from time to time by the Chair~~man~~-person of the Board.

## Article IX – Legal Advice, Finances, Insurance

The City Attorney shall serve as the legal advisor for the Board. The City's Financial Operations Director shall serve as the treasurer for the Board. The City's insurance provides coverage for its volunteers and will defend members of the Board against losses, costs and expenses, including legal counsel fees, reasonably incurred by reason of his/her being or having been a member of the Board, so long as the member's actions are not malicious, criminal, or with deliberate intent to violate a law or regulation or with intent to injure. A Board member shall immediately contact the City Attorney if such losses, cost or expenses arise or if there are any questions about coverage.

## Article X – Meetings

Section 1. Regular meetings shall be held at least once a month, at the time and place designated by the Board. Regular meetings may be canceled at the discretion of the board. ~~The regular monthly meeting of the Board shall be held on the third Wednesday of the month at 11:45 a.m., unless otherwise ordered by the Board Chairman.~~ Written notice of the time and place of the meeting shall be made available to the public one week prior to the meeting. Each Board member will be counted on to be in attendance unless ~~a call~~ notification is received by the Parks and Recreation office to the contrary.

Section 2. The regular meeting ~~on the third Wednesday in June of each year which includes the installation of newly appointed board members~~ shall be known as the annual meeting and shall be for the purpose of electing officers, receiving reports of officers and committees, and consideration of any other business that may arise.

Section 3. Special meetings may be called by the Board Chair~~man~~ or upon written request by four members of the Board filed with the Director of Parks and Recreation Department. The purpose of the meeting shall be stated at the time of the request. Except in cases of emergency, notice shall be given as provided for in Section 1.

Section 4. Four voting members of the Board shall constitute a quorum.

Section 5. The action of the majority of the members present at any meeting of the Board at which a quorum is present shall be the act of the Board. ~~Any meeting may be held by telephone or video conference call upon arrival of a majority of the Board.~~

Section 6. Affairs of the Board shall be governed by the Open Meetings Law and the Open Records Act, as amended, including but not limited to the posting of notices, designating annually the location for the posting of notices, and the taking of minutes.

## Article VIII — Executive Board

~~Section 1. The officers of the Board shall constitute the Executive Board.~~

~~Section 2. The Executive Board shall have general supervision of the affairs of the Board between its business meetings, fix the hour and place of meetings, make recommendations to the Board, appoint Board members to committees and subcommittees, and shall perform such others duties as are specified in these bylaws. The Executive Board shall be subject to the orders of the Board and none of its acts shall conflict with action taken by the Board.~~

~~Section 3. The Executive Board shall meet periodically or at the request of the Parks and Recreation Director or any member of the Executive Board.~~

## Article XI – Committees

Section 1. Standing or special committees shall be appointed by the Chair~~man~~ and adopted by a majority of the members present at a meeting at which a quorum is present. Except as otherwise provided, the Chair~~man~~ ~~person~~ shall appoint members thereof. ~~The Chairman shall be an ex officio member of all committees.~~

Section 2. Each member of a committee shall continue as such until ~~the next annual meeting and~~ ~~until completion of designated assignment~~ ~~his or her successor is appointed unless the committee shall be sooner terminated by resolution of the Board or unless such member ceases to qualify as a member thereof.~~

Section 3. One member of each committee shall be appointed Chair~~man~~ by the ~~person or persons authorized~~ Board Chair to appoint the members thereof.

Section 4. Each committee chairman shall call and preside over all meetings of that committee. If the chair~~man~~ is absent, the committee members shall elect a temporary Committee Chair~~man~~ to chair the committee meeting. The committee Chair~~man~~ shall provide written reports of committee meeting proceedings to all Board members.

Section 5. ~~The committee chairman shall call and preside over all meetings of that committee. If the chairman is absent, the committee members shall elect a temporary Committee Chairman to chair the committee meeting.~~ ~~The~~ It shall be the responsibility of each Committee Chair~~man~~ ~~shall to~~ provide written reports of committee meeting proceedings to all Board members.

Section 6. ~~It shall be the responsibility of each Committee Chairman person to submit written reports of each meeting to the Parks and Recreation Director for keeping permanent files.~~

## Article XII – Conflicts, Compensation, Expenses

Section 1. A. No compensation shall be paid to any member of the Board for his/her services. The Board shall not enter into any contract with any member or pay or authorize any remuneration to any member. The rules and requirements of the City Charter and state law that apply to volunteer board members regarding conflicts of interest, disclosure, gifts and appearances of impropriety, as well as the City Resolution referred to in Article 2, shall apply to each member of the Board.

Section 2. In accordance with the rules and requirements of the City, a member may be reimbursed for his reasonable expenses that are allowed by motion of the Board prior to being incurred. Expenses so authorized must be incurred in the performance of the Board member's duties. All such expenses shall be paid with Board funds.

## Article XIII - Notices

Any notice of claim, demand or other legal process served on or received by the Board or any of its members should be immediately delivered to the City Clerk or the City Attorney.

## Article XIV – Parliamentary Authority

~~The rules continued in the current edition of "Robert's Rules of Order Newly revised" shall govern the board in all cases in which they are applicable and in which they are~~ The conduct of Board meetings shall be generally in accordance with customary practices of parliamentary procedure which are not inconsistent with these bylaws and any special rules of order the Board may adopt or any City of Grand Junction Administrative regulation.

## Article XV – Amendment of Bylaws

Recommended bylaw changes may be adopted at any regular meeting of the Board by a two-thirds vote of the membership provided that the proposed change has been submitted in writing at the previous monthly Board meeting.

~~It is hereby certified that these bylaws were unanimously adopted by the Board at a duly called meeting held the 19<sup>th</sup> day of March 1986.~~

These bylaws were unanimously adopted by the Board at a duly called meeting held January 11, 2017.

---

Chairman of the Parks and Recreation Advisory Board

RECORDERS NOTE: Bylaws originally adopted February 15, 1984 ~~It is hereby certified that these bylaws were unanimously adopted by the Board at a duly called meeting held~~ and amended the 19<sup>th</sup> day of March 1986.

~~Amended Article IV, Sec. 1, to read as said out.~~

**Bylaws of the City of Grand Junction**  
**Parks and Recreation Advisory Board**

Article I – Name

The name of this Board shall be the City of Grand Junction Parks and Recreation Advisory Board.

Article II – Purpose

The City Council shall appoint a Parks and Recreation Board which shall act in an advisory capacity to the City Council and the Director of the Department, including assisting in planning of recreation activities and in helping to promote a long-range program for the development of the City's parks system.

Article III – Powers

The Board's powers are defined by Article III, Division I, Sec. 20-41 (a) of the Grand Junction Code, as amended from time to time. The Board's recommendations shall be submitted to the aforesaid director and/or the City Council. The Board shall have no power to expend funds of the City or to incur any indebtedness.

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Board members shall comply with the City of Grand Junction Resolution No. 79-06, and as subsequently amended, which establishes ethical standards for members of the City's boards, commissions and similar groups.

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Section 1. The Council shall select for concurrence, seven persons who are citizens of the City of Grand Junction. The members shall serve three-year staggered terms. The City Council Representative and the Parks and Recreation Director shall be ex-officio, non-voting members of the Board.

Section 2. New members shall be appointed annually for three-year terms.



Section 3. Appointments to fill vacancies shall be for the unexpired term and shall be made in the same manner as original appointments.

Section 4. No member of the Board shall receive any compensation for such membership.

Section 5. Members of the Board may be removed by action of the City Council for malfeasance or nonfeasance or for unexcused failure to attend three consecutive meetings of the Board. The Board may recommend such action to the Council.

#### Article VII – Officers

Section 1. The officers of the Board shall be the Chair and Vice-Chair. These officers shall perform the duties prescribed by these bylaws and by the parliamentary authority adopted by the Board. The Chair shall preside at all meetings of the Board. In the absence of the Chair or in the event of their inability or refusal to act, the Vice-Chair shall perform the duties of the Chair.

Section 2. The officers shall be nominated and elected to serve for one year at the meeting which includes the installation of newly appointed board members or until their successors are elected, and their term of office shall begin at the close of the meeting at which they are elected.

Section 3. No member shall hold more than one office at a time and no member shall be eligible to serve more than two consecutive terms in the same office.

#### Article VIII – Support Duties

Section 1. A City Parks & Recreation staff member shall keep a full and accurate account and record of all meetings of the Board plus the correspondence, files and records thereof. Duties of the staff member will include to prepare and forward all reports required by the Chair and/or Board members, keep a continuous attendance record, do and perform other acts and duties as may be incident to this office or may be properly required of the staff member from time to time by the Chair-of the Board.

#### Article IX – Legal Advice, Finances, Insurance

The City Attorney shall serve as the legal advisor for the Board. The City's Financial Operations Director shall serve as the treasurer for the Board. The City's insurance provides coverage for its volunteers and will defend members of the Board against losses, costs and expenses, including legal counsel fees, reasonably incurred by reason of his/her being or having been a member of the Board, so long as the member's actions are not malicious, criminal, or with deliberate intent to violate a law or regulation or with intent to injure. A Board member shall immediately

contact the City Attorney if such losses, cost or expenses arise or if there are any questions about coverage.

## Article X – Meetings

Section 1. Regular meetings shall be held at least once a month, at the time and place designated by the Board. Regular meetings may be canceled at the discretion of the board. Written notice of the time and place of the meeting shall be made available to the public one week prior to the meeting. Each Board member will be counted on to be in attendance unless notification is received by the Parks and Recreation office to the contrary.

Section 2. The regular meeting which includes the installation of newly appointed board members shall be known as the annual meeting and shall be for the purpose of electing officers, receiving reports of officers and committees, and consideration of any other business that may arise.

Section 3. Special meetings may be called by the Board Chair or upon written request by four members of the Board filed with the Director of Parks and Recreation Department. The purpose of the meeting shall be stated at the time of the request. Except in cases of emergency, notice shall be given as provided for in Section 1.

Section 4. Four voting members of the Board shall constitute a quorum.

Section 5. The action of the majority of the members present at any meeting of the Board at which a quorum is present shall be the act of the Board. Any meeting may be held by telephone or video conference call upon arrival of a majority of the Board.

Section 6. Affairs of the Board shall be governed by the Open Meetings Law and the Open Records Act, as amended, including but not limited to the posting of notices, designating annually the location for the posting of notices, and the taking of minutes.

## Article XI – Committees

Section 1. Standing or special committees shall be appointed by the Chair and adopted by a majority of the members present at a meeting at which a quorum is present. Except as otherwise provided, the Chair shall appoint members thereof.

Section 2. Each member of a committee shall continue as such until completion of designated assignment.

Section 3. One member of each committee shall be appointed Chair by the Board Chair to appoint the members thereof.

Section 4. Each committee chair shall call and preside over all meetings of that committee. If the chair is absent, the committee members shall elect a temporary Committee Chair to chair the committee meeting. The committee Chair shall provide written reports of committee meeting proceedings to all Board members.

Section 5. It shall be the responsibility of each Committee Chair to submit written reports of each meeting to the Parks and Recreation Director for keeping permanent files.

#### Article XII – Conflicts, Compensation, Expenses

Section 1. A. No compensation shall be paid to any member of the Board for his/her services. The Board shall not enter into any contract with any member or pay or authorize any remuneration to any member. The rules and requirements of the City Charter and state law that apply to volunteer board members regarding conflicts of interest, disclosure, gifts and appearances of impropriety, as well as the City Resolution referred to in Article 2, shall apply to each member of the Board.

Section 2. In accordance with the rules and requirements of the City, a member may be reimbursed for his reasonable expenses that are allowed by motion of the Board prior to being incurred. Expenses so authorized must be incurred in the performance of the Board member's duties. All such expenses shall be paid with Board funds.

#### Article XIII - Notices

Any notice of claim, demand or other legal process served on or received by the Board or any of its members should be immediately delivered to the City Clerk or the City Attorney.

#### Article XIV –Parliamentary Authority

The conduct of Board meetings shall be generally in accordance with customary practices of parliamentary procedure which are not inconsistent with these bylaws and any special rules of order the Board may adopt or any City of Grand Junction Administrative Regulation.

#### Article XV – Amendment of Bylaws

Recommended bylaw changes may be adopted at any regular meeting of the Board by a two-thirds vote of the membership of the Board provided that the proposed change has been submitted in writing at the previous monthly Board meeting.

These bylaws were unanimously adopted by the Board at a duly called meeting held January 11, 2017.

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Chair of the City of Grand Junction  
Parks and Recreation Advisory Board

RECORDERS NOTE: Bylaws originally adopted February 15, 1984; and amended the 19<sup>th</sup> day of March, 1986.

**RESOLUTION NO. \_\_-17**

**A RESOLUTION AMENDING THE PARKS AND RECREATION ADVISORY BOARD  
BYLAWS.**

Recitals:

On January 11, 2017, the Parks and Recreation Advisory Board approved the amendment of the current bylaws to include the addition of several articles and revision of two articles to mirror the language used for other boards.

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

1. The Parks and Recreation Advisory Board bylaws are amended to include changes to: Article II, Purpose; Article III, Powers; Article VI, Members; Article VII, Officers; Article VIII, Support Duties ;Article X, Meetings ;Article XI, Committees ;Article XIV, Parliamentary Authority ;and Article XV, Amendment of Bylaws.
2. Executive Board, formerly Article VII, has been deleted.
3. The Parks and Recreation Advisory Board bylaws are amended by the addition of the following: Article IV, Contracts; Expenditures, Article V, Ethical Conduct; Article IX, Legal Advice, Finances, Insurance; Article XII, Conflicts, Compensation, Expenses; and Article XIII, Notices,
4. The revisions provide consistent language among other boards and commissions and result in minimal impacts to operation of the Board.

This Resolution shall be in full force and effect from and after its passage and adoption.

Passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2017.

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Phyllis Norris  
President of the City Council

**ATTEST:**

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Stephanie Tuin  
City Clerk

## Grand Junction City Council

### Regular Session

Item #3.c.

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**Meeting Date:** January 18, 2017

**Presented By:** Rob Schoeber, Parks and  
Recreation Director, Kathy  
Portner, Planning Manager

**Submitted By:** Kathy Portner,  
Community  
Services Manager

**Department:** Parks and Recreation

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### Information

#### **SUBJECT:**

Resolution No. 06-17 - A Resolution Authorizing the City Manager to Submit a Grant Request to the Mesa County Federal Mineral Lease District for Replacement of Stocker Stadium Turf

#### **RECOMMENDATION:**

Adopt a Resolution Authorizing the City Manager to Submit a Grant Request to the Mesa County Federal Mineral Lease District for Replacement of Stocker Stadium Turf

#### **EXECUTIVE SUMMARY:**

This request is for authorization to submit a request to the Mesa County Federal Mineral Lease District (MCFMLD) for a \$200,000 grant, with a local match of \$200,000 to \$400,000 for the replacement of the synthetic turf at Stocker Stadium. The existing turf was installed in 2007 and is well past its expected life, especially given the intense use of the field.

#### **BACKGROUND OR DETAILED INFORMATION:**

The existing artificial turf at Stocker Stadium was installed in 2007 with an 8-year life expectancy with normal use. The use of Stocker Stadium far exceeds the use of typical fields since it serves Colorado Mesa University and School District 51, as well as a number of other community groups and events.

With the extensive care and preventative maintenance plan that has been implemented

since the day of installation, the current condition is at or above the life expectancy. Due to the heavy use of and ever changing weather in the Grand Valley, staff is recommending replacement at the 10-year mark. The turf was evaluated in November of 2015 and an impact test, commonly referred to as GMAX, was performed. The field passed the GMAX testing but revealed that the turf fibers are showing significant wear and the crumb rubber infill depth is at half or below the original installed depth. The current condition of the turf fibers will not allow more rubber infill to be added to the field for safety and playability. Turf originally was tufted as a 2 ¼" fiber, and turf fiber is averaging between ¾" and 1" long. The seams, hash marks, directional arrows, and numbers are becoming a hazard as the glue is starting to fail and these items are popping up during games creating unsafe footing for the athletes.

**FISCAL IMPACT:**

The total estimated project cost is \$400,00 to \$600,000. The grant request is for \$200,000 with the local match coming from the City \$66,667, CMU \$66,667, School District \$66,666, and PIAB \$200,000. Currently the City's portion of the match is budgeted in the capital fund.

**SUGGESTED MOTION:**

I MOVE to adopt Resolution No. 06-17 - A Resolution Authorizing the City Manager to Submit a Grant Request to the Mesa County Federal Mineral Lease District for Replacement of Stocker Stadium Turf.

**Attachments**

1. Turf Resolution

**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO. \_\_\_\_-17**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT REQUEST TO THE MESA COUNTY FEDERAL MINERAL LEASE DISTRICT FOR REPLACEMENT OF STOCKER STADIUM TURF**

**RECITALS.**

The existing artificial turf at Stocker Stadium was installed in 2007 with an 8-year life expectancy with normal use. The use of Stocker Stadium far exceeds the use of typical fields since it serves Colorado Mesa University and School District 51, as well as a number of other community groups and events.

With the extensive care and preventative maintenance plan that has been implemented since the day of installation, the current condition is at or above the life expectancy. Due to the heavy use of and ever changing weather in the Grand Valley, staff is recommending replacement at the 10-year mark.

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council of the City of Grand Junction supports submitting the grant request to the Mesa County Federal Mineral Lease District for \$200,000 for the replacement of the turf at Stocker Stadium, in accordance with and pursuant to the recitals stated above and authorizes the City Manager to enter into a grant agreement with MCFMLD if the grant is awarded.

**Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.**

\_\_\_\_\_  
President of the Council

ATTEST:

\_\_\_\_\_  
City Clerk



**Grand Junction City Council**

**Regular Session**

**Item #3.d.**

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**Meeting Date:** January 18, 2017

**Presented by:** John Camper, Chief

**Submitted by:** Kathy Portner, Community Services Manager

**Department:** Police

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**Information**

**SUBJECT:**

Resolution No. 07-17 - A Resolution Authorizing the City Manager to Submit a Grant Request to the Department of Local Affairs for the 911 System Project

**RECOMMENDATION:**

Adopt a Resolution Authorizing the City Manager to Submit a Grant Request to the Colorado Department of Local Affairs for the 911 System Project.

**EXECUTIVE SUMMARY:**

Local Affairs for a \$200,000 grant, with a local match of \$300,000 for the 911 Telephone System Project. This project will include the upgrade or replacement of the 911 telephone system, integration of Text to 9-1-1 into the CAD (Computer Aided Dispatch) system, and a microwave link that will become a backup connection for 911 system connectivity to the Garfield County 911 Center.

**BACKGROUND OR DETAILED INFORMATION:**

The GJRCC and the Garfield County 911 Center share a 911 telephone system. This configuration allows for each 911Center to back each other up in case of a catastrophic event at one of the sites. The 911 Telephone System servers are located and both sites and connected via fiber. Several times over the past few years, the fiber connection between GJRCC and Garfield 911 Center has become unstable while CenturyLink performs maintenance on the line. This caused the 911 system to fail, in that, it prevented 911 calls from being answered from either 911 Center. A better network monitoring solution and updated 911 software is necessary to ensure that the system will be able to detect software issues, connectivity fluctuation and hardware failures so

that it can react in a manner that keeps the 911 system operable. The first phase of this project would be to issue a Request for Information (RFI) to determine the best solution on the market and one that meets the network monitoring criteria and system functionality that we need.

Garfield County 911 Center is the backup 911 Center for the GJRCC. If there is a need evacuate the building or a critical system failure occurs, then Garfield County 911 Center will handle the 911 calls for the GJRCC. They also provide 911 call handling when all of the 911 lines are busy. The second phase of this project is to build a microwave link from GJRCC to the Garfield County 911 Center. This will provide backup connectivity in case the fiber between here and there is cut or becomes inoperable for some reason. Basic 911 call information would then be passed back and forth from GJRCC to Garfield County 911 using this microwave connection.

Once the system is procured and in place, the last phase of this project is to continue moving toward Next Generation 911 capability. This would include the purchase of firewalls, routers, and switches that would be used on an Emergency Services Network proving the ability to seamlessly route emergency call information to other 911 centers in our region of the state. It also includes the integration of Text to 9-1-1 into the CAD system. This will provide the dispatcher the functionality to text back and forth with citizens directly from the CAD window where the same call will be dispatched from. This prevents the dispatcher from having to copy and paste the information from one system to another, saving valuable time.

### **FISCAL IMPACT:**

These are two separate projects. The Grand Mesa tower microwave replacement was budgeted in 2016 and will be a budget carry forward for 2017. However, if we are able to complete the Relocation tower project, then the microwave equipment would be installed during that time. If not, then the microwave will be replaced on the existing tower and moved later.

The GJRCC has budgeted a total of \$500,000 for this project that will come out the E911 fund.

- \$300,000 for 911 System upgrade/replacement
- \$100,000 for NG911 equipment (network routers, firewalls) and text to 911 integration with CAD
- \$100,000 for Grand Mesa tower microwave replacement 911 backup and radio communications

If this grant is approved, other priority projects for the GJRCC, such as building another radio tower site in the rural areas of the County, would be funded sooner.

### **SUGGESTED MOTION:**

I MOVE to adopt Resolution No. 07-17 - A Resolution Authorizing the City Manager to Submit a Grant Request to the Department of Local Affairs for the 911 System Project.

**Attachments**

1. Proposed Resolution

**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO. \_\_\_\_-17**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT REQUEST TO THE DEPARTMENT OF LOCAL AFFAIRS FOR THE 911 SYSTEM PROJECT**

**RECITALS.**

This request is for authorization to submit a request to the Colorado Department of Local Affairs for a \$200,000 grant, with a local match of \$300,000 for the 911 Telephone System Project. This project will include the upgrade or replacement of the 911 telephone system, integration of Text to 9-1-1 into the CAD (Computer Aided Dispatch) system, and a microwave link that will become a backup connection for 911 system connectivity to the Garfield County 911 Center.

The GJRCC and the Garfield County 911 Center share a 911 telephone system. This configuration allows for each 911Center to back each other up in case of a catastrophic event at one of the sites. The 911 Telephone System servers are located and both sites and connected via fiber. Several times over the past few years, the fiber connection between GJRCC and Garfield 911 Center has become unstable while CenturyLink performs maintenance on the line. This caused the 911 system to fail, in that, it prevented 911 calls from being answered from either 911 Center. A better network monitoring solution and updated 911 software is necessary to ensure that the system will be able to detect software issues, connectivity fluctuation and hardware failures so that it can react in a manner that keeps the 911 system operable. The first phase of this project would be to issue a Request for Information (RFI) to determine the best solution on the market and one that meets the network monitoring criteria and system functionality that we need.

Garfield County 911 Center is the backup 911 Center for the GJRCC. If there is a need evacuate the building or a critical system failure occurs, then Garfield County 911 Center will handle the 911 calls for the GJRCC. They also provide 911 call handling when all of the 911 lines are busy. The second phase of this project is to build a microwave link from GJRCC to the Garfield County 911 Center. This will provide backup connectivity in case the fiber between here and there is cut or becomes inoperable for some reason. Basic 911 call information would then be passed back and forth from GJRCC to Garfield County 911 using this microwave connection.

Once the system is procured and in place, the last phase of this project is to continue moving toward Next Generation 911 capability. This would include the purchase of firewalls, routers, and switches that would be used on an Emergency Services Network proving the ability to seamlessly route emergency call information to other 911 centers in our region of the state. It also includes the integration of Text to 9-1-1 into the CAD

system. This will provide the dispatcher the functionality to text back and forth with citizens directly from the CAD window where the same call will be dispatched from. This prevents the dispatcher from having to copy and paste the information from one system to another, saving valuable time.

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council of the City of Grand Junction supports submitting the grant request to the Colorado Department of Local Affairs for \$200,000 for the 911 System Project, in accordance with and pursuant to the recitals stated above and authorizes the City Manager to enter into a grant agreement with DOLA if the grant is awarded.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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President of the Council

ATTEST:

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City Clerk

**Grand Junction City Council**

**Regular Session**

**Item #3.e.**

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**Meeting Date:** January 18, 2017

**Presented by:** Rob Schoeber, Parks  
and Recreation  
Director

**Submitted by:** Traci Wieland, Recreation  
Superintendent

**Department:** Parks and Recreation

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**Information**

**SUBJECT:**

Resolution No. 08-17 - A Resolution Supporting the Grant Application for a Local Parks and Outdoor Recreation Grant from the State Board of the Great Outdoors Colorado Trust Fund and the Completion of Outdoor STEM Classroom and Play Space for the Math and Science Center.

**RECOMMENDATION:**

Staff recommends approval of the resolution to Great Outdoors Colorado (GOCO) for a Local Park and Outdoor Recreation grant for the Math and Science Center.

**EXECUTIVE SUMMARY:**

GOCO Local Park and Outdoor Recreation (LPOR) grants are for new park development, enhancing existing park facilities, park land acquisition, or environmental education facilities. Per the constitutional amendment that created GOCO, a non-profit must partner with an eligible entity, such as a local government. The LPOR Initiative is one of a dozen funding programs available through GOCO, and this initiative does not compete with or inhibit the City of Grand Junction from submitting for any other initiative. Furthermore, the request to serve as applicant does not require any matching funds from the City of Grand Junction, operational responsibility, or maintenance of the improvements.

**BACKGROUND OR DETAILED INFORMATION:**

The Math and Science Center is requesting \$300,000 from Great Outdoors Colorado for the construction of an outdoor community classroom and play-space at the new Math

and Science Center located on the Colorado Mesa University campus. The space will incorporate a community gathering space with benches, tables, and shade structures. The location will be surrounded by a low fence to keep children safe from traffic on 7th Street and Kennedy Avenue. The project will have mathematical and scientific children's play equipment for recreation and additional educational experience. Incorporated into the design is a native plant exhibit to educate guests on identification of local flora species and the importance of pollinators. The Math and Science Center has secured 25% matching funds for the completion of the grant requirements. The project will be constructed by SHAW construction in correlation with the current capital construction project of the new engineering building and Math and Science Center. This project is seen as a valuable community asset to the City of Grand Junction. The Math and Science Center has six employees and 16 college students in internship positions. The Center is an important tourism destination and educational facility that supports students in District 51 and the surrounding communities. The Math and Science Center sees over 15,000 students and guests a year through their programs and exhibit hall. The Math and Science Center provides supplemental science resource kits for every student in District 51 elementary schools. This GOCO grant opportunity is the only grant opportunity that the Math and Science Center is pursuing to develop the outdoor classroom facility. The Math and Science Center has support from other organizations around Grand Junction who have already committed their support to the project including the Bacon Family Foundation, Grand Valley Power, Reynolds Polymer, SSD plastics, All Metals Welding, Ute Water, Timberline Bank, and Colorado Mesa University.

### **FISCAL IMPACT:**

There is no fiscal impact to the City of Grand Junction. The City will serve as fiscal agent receiving the grant funds from GOCO then distributing them to the Math and Science Center for construction services associated with the project. GOCO funds are not subject to TABOR, so this agreement will not have an impact on revenue limitations. The Math and Science Center will be required to provide a 25% overall project match with 10% of that being cash. The Center has secured the required match.

### **SUGGESTED MOTION:**

I MOVE to adopt Resolution No. 08 -17 – A Resolution Supporting the Grant Application for a Local Parks and Outdoor Recreation Grant from the State Board of the Great Outdoors Colorado Trust Fund and the Completion of Outdoor STEM Classroom and Play-Space for the Math and Science Center.

### **Attachment**

1. Proposed Resolution for Math and Science Center

**RESOLUTION NO. \_\_-17**

**A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A LOCAL PARKS AND OUTDOOR RECREATION GRANT FROM THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND AND THE COMPLETION OF OUTDOOR STEM CLASSROOM AND PLAY-SPACE FOR THE MATH AND SCIENCE CENTER**

Recitals:

On November 16, 2016 the Executive Director and a Board Member from the John McConnell Math and Science Center (“Math and Science Center”), a non-profit organization, presented their plan to the City Council to construct an outdoor STEM classroom and play-space (“Project”).

The Project plan depends in significant part on receipt of funding in the amount up to \$259,692 from a Great Outdoors Colorado (“GOCO”) grant, and in order for the grant application to be made the City must agree to sign the grant application and serve as the grantee of the grant.

After due consideration the City Council of the City of Grand Junction supports the Project and desires the City to assist the Math and Science Center’s efforts to submit a GOCO grant application to obtain the necessary funding for the Project, and if the grant is awarded, to enter into such further agreements as are necessary and proper to obtain and pass through the grant funds to the Math and Science Center and complete the Project.

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

- 1: The City Council of the City of Grand Junction strongly supports the application and the Math and Science Center has appropriated matching funds for a grant with Great Outdoors Colorado.
- 2: If the grant is awarded, the City Council of the City of Grand Junction strongly supports the completion of the Project, and authorizes the City Manager to sign an appropriate grant agreement on behalf of the City as grantee of the GOCO grant.
- 3: If the grant is awarded, the City Council of the City of Grand Junction further authorizes the City Manager to negotiate and sign an intergovernmental agreement between the City and the Math and Science Center regarding the GOCO grant. Such agreement shall provide for, but may not be limited to—
  - a. Pass-through to the Math and Science Center of GOCO grant funds received by the City for the Project;



- b. The Math and Science Center's assumption of the City's obligations under the GOCO grant agreement,
  - c. Confirmation that the Math and Science Center has raised and set aside sufficient funds to satisfy GOCO's matching funds requirement(s) for the Project;
  - d. The Math and Science Center's payment of Project construction costs as they come due; and
  - e. The Math and Science Center's agreement to maintain the Project in high quality condition once it is complete and during its useful life, subject to annual appropriation.
- 4. The project site is owned by Colorado Mesa University and will be owned by Colorado Mesa University for the next 25 years.
  - 5. The Math and Science Center and Colorado Mesa University recognized that as the recipient of a GOCO Local Park and Outdoor Recreation grant the project site must provide reasonable public access.
  - 6: This Resolution shall be in full force and effect from and after its passage and adoption.

Passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2017.

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Phyllis Norris  
President of the City Council

**ATTEST:**

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Stephanie Tuin  
City Clerk



## Grand Junction City Council

### Regular Session

Item #4.a.i.

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**Meeting Date:** January 18, 2017

**Presented By:** Ken Watkins, Fire Chief      **Submitted By:** Chuck Mathis  
Fire Marshal  
Grand Junction Fire  
Department

**Department:** Fire

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### **Information**

#### **SUBJECT:**

Ordinance No. 4733 - An Ordinance Adopting Amendments to the 2012 Edition of the International Fire Code and Prescribing Regulations Governing Outdoor Burning Including Prohibited, Restricted and Unrestricted Burning; Providing for the Issuance of Permits for Certain Burning Activities and Defining Extinguishment Authority

#### **RECOMMENDATION:**

Adopt an ordinance prescribing regulations governing outdoor burning including prohibited, restricted and unrestricted burning, provide for the issuance of permits for certain burning activities and define extinguishment authority in the City of Grand Junction.

#### **EXECUTIVE SUMMARY:**

Outdoor burning, including open burning and recreational fires has been a topic for City Council consideration. Research by staff is recommending an ordinance to restrict outdoor burning within City limits as a matter of public safety.

#### **BACKGROUND OR DETAILED INFORMATION:**

Earlier this year, City Council requested information on outdoor burning and the City's burn permit system. This information was provided through a City Council workshop and City Manager Memorandums. On November 2, 2016 a presentation and public hearing

was held on a proposed ordinance adopting amendments to the 2012 edition of the International Fire Code and prescribing regulations governing outdoor burning. After public testimony and discussion, City Council voted not to adopt the Ordinance as written and requested further clarification on the following points addressed at a City Council Workshop on December 19, 2016 or in the attached proposed ordinance.

### Definitions of Fire Pit and Fireplaces

Portable, non-portable and permanent fire pits and fireplaces have been defined in the proposed ordinance. The definition includes type and distance allowance from structures, property lines and combustible material. Further clarification on fuel sources for these appliances and outdoor fireplaces have been added.

### Open Burning on Larger Properties

Under Restricted Burning – Allowed with Permit - language has been added to allow open burning on properties over 1 acre. Based on earlier research this change will reduce open burning permits in the City by approximately 50% or 200 permits. It is anticipated that most of the open burning in the urbanized area of the City would be significantly reduced.

### Transfer of Burn Permit Process to the Mesa County

Staff recommends that the Fire Department continue to issue burn permits for City residents and is proposing that burn permits issued for the Grand Junction Rural Fire Protection District be transferred to the Mesa County permit system.

### Green Waste Disposal Options

A number of alternatives were identified at the City Council Workshop for disposal of green waste if residents prefer not to burn or are not eligible to burn as required by the ordinance.

### Safety Distances

Depending on the type of outdoor fire, the proposed ordinance clarifies safe distances to structures, combustibles, property boundary, etc., as follows:

- Open burning of vegetative material – 50 feet
- Recreational fires, including non-portable fire pits – 25 feet
- Portable fire pits and fireplaces – 15 feet
- Permanent fire pits and fireplaces – 5 feet

## Other Changes to the Ordinance

- Language added to vegetative material to allow burning of small piles of leaves.
- Language added to reduce the open burn season from three months to two in the spring and from two months to one in the fall.
- When burning is prohibited, restricted or allowed and when a permit is required is clarified for better understanding of requirements.

The majority of outdoor burning complaints that the Fire Department or the 911 dispatch center receives within City limits is for backyard campfires (recreational fires) and trash burning. Trash burning is never allowed and the proposed ordinance will limit recreational fires as a result of safety distances. In addition, by eliminating open burning for properties less than one acre and reducing the time allowance for spring and fall burn season, outdoor burning will be reduced within City limits.

The reduction of nuisance burning and community complaints, while also allowing reasonable exceptions for worthwhile burning has been an important consideration in the development of a proposed ordinance. The attached ordinance addresses these concerns and allows exceptions that will minimize enforcement.

Staff believes that the changes made to the proposed ordinance answer City Council's concerns while also meeting the goals of the ordinance. As has been stated, this ordinance has been developed for fire and public safety reasons and not necessarily to improve air quality. Approval of the proposed ordinance will likely result in some reduction in burning within City limits and in turn some improvement in air quality.

### **FISCAL IMPACT:**

It is estimated that approximately 200 permits will be issued for the larger properties and at the current \$25.00 permit fee, the City will see an estimated \$5,000 revenue increase compared to what was adopted in the 2017 budget. This change is noted below as well as the difference in permit revenue from 2016 to 2017 incurred as a result of moving the Grand Junction Rural Fire Protection District permits to Mesa County at a lower fee (\$10.00 per permit).

2015 Permit Revenue	2016 Permit Revenue	Previous Estimate of 2017 Permit Revenue	New Estimate of 2017 Permit Revenue
\$25,745	\$31,300	\$11,000	\$16,000

**SUGGESTED MOTION:**

I MOVE to (approve or deny) Ordinance No. 4733 - An Ordinance Adopting Amendments to the 2012 Edition of the International Fire Code and Prescribing Regulations Governing Outdoor Burning including Prohibited, Restricted and Unrestricted Burning; Providing for the Issuance of Permits for Certain Burning Activities and Defining Extinguishment Authority on Final Passage and Order Final Publication in Pamphlet Form.

**Attachments**

1. Proposed Ordinance amending the International Fire Code

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. \_\_\_\_

**AN ORDINANCE ADOPTING AMENDMENTS TO THE 2012 EDITION OF THE INTERNATIONAL FIRE CODE AND PRESCRIBING REGULATIONS GOVERNING OUTDOOR BURNING INCLUDING PROHIBITED, RESTRICTED AND UNRESTRICTED BURNING; PROVIDING FOR THE ISSUANCE OF PERMITS FOR CERTAIN BURNING ACTIVITIES AND DEFINING EXTINGUISHMENT AUTHORITY**

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

That the Code of Ordinances of the City of Grand Junction also known as the Grand Junction Municipal Code (GJMC) is hereby amended as follows: (the numbers of the sections hereby adopted are intended to be consistent with the existing numbering system of the GJMC and the City Clerk or her designee is authorized to number and codify the sections in accordance with that system.)

**1. GJMC 15.44.040 (c) the following definitions shall be amended to read *(these have just been regrouped – no text has changed)*:**

(i) Section 202, General Definitions. Section 202, Residential Group R-3 Care facilities within a dwelling, shall be amended to read as follows:

Care facilities for five or fewer persons receiving care that are within a single-family dwelling are permitted to comply with the International Residential Code.

(ii) Section 202, General Definitions. Section 202, Residential Group R-4, the last paragraph, shall be amended to read as follows:

Group R-4 occupancies shall meet the requirements for construction as defined for Group R-3, except as otherwise provided for in the International Building Code or shall comply with the International Residential Code.

**2. GJMC 15.44.040 (d) the following definitions shall be amended to read:**

(i) Section 202. General Definitions. Section 202 the following definitions shall be amended to read as follows and/or adopted to be included as a definition.

**BONFIRE.** An outdoor fire utilized for ceremonial purposes which is limited to a solid wood fuel size of 8 feet in diameter and 4 feet high and conducted by non-profit organizations, religious institutions, school districts, or governments.

**FIRE OFFICIAL.** The Fire Chief or other designated authority charged with the administration and enforcement of GJMC 15.44 and/or the most recently adopted version of the International Fire Code (IFC) as a duly authorized designee.

**FIRE PIT. (Non-portable, wood burning),** A depression dug into the ground and/or an enclosure made from stones, masonry, etc., for keeping a fire used for cooking or warmth. Non-portable fire pits are regulated as a recreational fire according to the International Fire Code. Recreational fires shall not be conducted within 25 feet of a structure, property line or combustible material.

**FIRE PIT. (Portable, wood burning and/or propane/natural gas),** A commercially built, above ground portable device regulated as a portable outdoor fireplace according to the International Fire Code. (Examples of portable fire pits include but are not limited to commercially purchased metal or stone chimeneas, portable fire tables, fireplaces and burn bowls utilized for outdoor purposes). Portable fire pits and fireplaces shall not be operated within 15 feet of a structure or combustible material. (See also, Permanent Outdoor Fire Pit or Fireplace.)

**HOUSEHOLD WASTE.** Any waste including garbage and trash, derived from households including single and multiple residences, hotels and motels and other places used for temporary or permanent human habitation.

**NONATTAINMENT AREA.** An area which has been designated under the Clean Air Act as nonattainment for one or more of the national ambient air quality standards by the federal environmental protection agency.

**OPEN BURNING.** Any manner of burning, typically vegetative material, whether caused, suffered or allowed, not in a device or chamber designed to achieve combustion, where the products of combustion are emitted, directly or indirectly, into the open air; open burning does not include detonation of manufactured explosives. The burning of materials wherein products of combustion are emitted directly into the ambient air without passing through a stack or chimney from an enclosed chamber. Open burning does not include road flares, smudge pots and similar devices associated with safety or occupational uses typically considered open flames, recreational fires or portable outdoor fire places. For the purposes of this definition, a chamber shall be regarded as enclosed when, during the time combustion occurs, only apertures, ducts, stacks, flues or chimneys necessary to provide combustion air and permit the escape of exhaust gas are open. Open burning must be conducted at least 50 feet from any structure (including combustible fences), occupied dwelling, workplace or any other place where people congregate, which is on property owned by or under possessory control of, another person.

**PERMANENT FIRE PIT OR FIREPLACE.** A permanent outdoor, wood burning or gas fire pit or fireplace is constructed of steel, iron, concrete, clay, masonry or other noncombustible material(s). A permanent outdoor fire pit or fireplace is above ground and purchased or constructed in a manner that attaches the component to a deck, patio or ground such that it is not portable. A permanent outdoor fireplace or fire pit may be open in design or may be equipped with a chimney and/or a hearth. Permanent outdoor fire pits and fireplaces burning gas or wood shall not be operated within 5 feet of a structure or combustible material unless otherwise approved in accordance with the International Residential Code or International Building Code.

**RECREATIONAL FIRE.** A wood burning outdoor fire, typically in a homemade enclosure constructed of rocks or bricks or other material which the Fire Official deems safe for the purpose. Recreational fires are not portable and burn materials other than rubbish or household waste and the wood being burned is not contained in an incinerator, permanent or portable outdoor fire pit or fireplace, barbeque grill or barbeque pit and has a total fuel area of 3 feet (914 mm) or less in diameter and 2 feet (610 mm) or less in height for pleasure, religious, ceremonial, cooking, warmth or similar purpose (i.e. fire pits as defined herein, fire rings or campfires). Recreational fires shall not be conducted within 25 feet of a structure, property line or combustible material. When possible wood burning recreational fires should be used with a screen / spark arrestor to reduce the chance of fire spread.

**RUBBISH.** Combustible and noncombustible waste materials, including residue from the burning of coal, wood, coke, or other combustible material, paper, rags, cartons, tin cans, metals, mineral matter, glass crockery, dust and discarded refrigerators, and heating, cooking or incinerator type appliances.

**SALVAGE OPERATION.** Any operation to salvage or reclaim any material for use or sale, such as reprocessing of used motor oils, metals, wire, chemicals, shipping containers, or drums, and specifically including automobile graveyards and junkyards; and

**VEGETATIVE MATERIAL.** Plant material, including:

(1) bushes, shrubs and clippings from bushes and shrubs resulting from maintenance of yards or other private or public lands. Nothing shall be larger than 1" in diameter;

(2) field stubble, grass (not in piles), and weeds in fields, and vegetation along fences, ditches/ditch banks; and



(3) wood waste, including chipped tree stumps, tree limbs, bark, small piles of dried leaves (not to exceed 3 cubic feet) that are well aeriated and does not smolder when burned and scraps resulting from maintenance or trees. Nothing shall be larger than 1" in diameter and shall not have been treated with any compound(s) containing chromium, copper, arsenic, pentachlorophenol, creosote, tar or paint.

**3. GJMC 15.44.040 (e) shall be amended with the addition of the following:**

**e) Section 307.1 General. Section 307.1 shall be amended by addition of the following subsection:**

**307.1.4 Outdoor Burning.**

(a) Any outdoor burning not expressly allowed, not expressly prohibited or not otherwise specifically addressed under section 307 or GJMC 8.08.010 (NUISANCES) shall be conducted only pursuant to GJMC Chapter 15.44 and pursuant to and in accordance with a permit issued by the Grand Junction Fire Department (GJFD) or its designee. Instructions and stipulations of the permit shall be adhered to.

(b) Outdoor Burning as allowed or prohibited in this section 307 is not considered a stationary source for purposes of applicability of other air quality regulations.

(c) Outdoor Burning regulations do not extend to indoor burning practices which are subject to the requirements stated in the most recently adopted version of the International Fire Code (IFC) and/or by City ordinance.

(d) Where conflicts occur between this section 307 and the section 202 definitions amended and/or adopted and the most recently adopted version of the IFC, the provisions of this section 307 and the section 202 definitions amended and/or adopted shall apply. Nothing shall preclude the Fire Official designated by the IFC from enforcing regulatory provisions provided in the most recently adopted version of the IFC that are more restrictive in nature than this section 307.

(e) Requirements that are essential for the public safety of an existing or proposed burning activity which are not specifically provided for by section 307 or by the most recently adopted version of the IFC shall be determined by the City's Fire Official.

**(f) Prohibited burning:** Shall not be permitted

(1) The burning of household waste or rubbish is prohibited including, but not limited to:

(a) natural or synthetic rubber products, including tires;

(b) waste oil and/or used oil filters and any waste automotive, machine fluid or lubricant, pesticide, herbicide and/or any other chemical, process fluid or the constituents thereof;

(c) insulated wire;

(d) plastic, including polyvinyl chloride ("PVC") pipe, tubing, and connectors;

(e) tar, asphalt, asphalt shingles, or tar paper;

(f) railroad ties;

(g) wood, wood waste, or lumber which has been painted, stained or which has been treated with preservatives containing arsenic, chromium, pentachlorophenol, or creosote;

(h) batteries;

(i) motor vehicle bodies;

(j) pathogenic wastes; and

(k) asbestos or asbestos containing materials.

(2) This section applies to any kind of salvage operation as defined herein; open burning as part of any salvage operation is prohibited.

**(g) Restricted burning:** Allowed with permit

(1) Outdoor burning, open burning and ceremonial bonfires are allowed with a permit approved by the Fire Official and when the fires are subject to and in accordance with regulatory, process and safety provisions stated in the permit issued by the GJFD in accordance with GJMC and the most recently adopted version of the IFC. (See (h) below for recreational fire/fires that are allowed without a permit.)

(2) Valid construction or operational permits involving burning and/or open flames issued by the GJFD in accordance with GJMC and the most recently adopted version of the IFC as amended.

(3) When burning vegetative material as defined herein, a permit is required and activities shall maintain strict adherence to the permit issued by the GJFD in accordance with GJMC and the most recently adopted version of the IFC as amended.

(i) Open burning of vegetative material as defined in this chapter for purposes of disposal of such material that originated on the property, provided that burning of areas with non-piled vegetative material occurs on a parcel of land greater than 1

acre (or if less than 1 acre the burning is only to maintain irrigation ditches/laterals) and that the burning by the owner/agent does not exceed ten acres per day, or burning of piled vegetative material does not exceed 250 cubic feet of pile volume per day. In determining acreage, daily burn area and daily burn pile volume, property, areas or piles that are within three hundred feet of each other shall be considered to constitute a single burn if the burning occurs on the same day and on property under ownership or possessory control of the same person. Burning in excess of these daily limits shall be presumed to constitute a nuisance and be subject to GJMC 8.08.010 (Nuisance).

(ii) Prescribed burns for fire fuels management, as back fires to prevent or control wildfire or for other similar, specific may be allowed by the Fire Official on a case-by-case basis when the prescribed burn is i) permitted in advance and ii) the permittee does not deviate from the activity-specific permit requirements required by the Fire Official.

(iii) Agricultural Burns as permitted by Mesa County and State of Colorado regulations. Agricultural burns shall be for management, control or eradication of pestilence, plague and/or other disease, insects, vermin or other agricultural emergency(ies).

(iv) Prescribed burning for the purposes of recognized silvicultural, range or wildlife management practices, prevention and control of disease or pests and reducing the impact of wildland fire may be allowed by the Fire Official.

(v) Notwithstanding i, ii, iii, and vii above, burning of vegetative material is prohibited in the event of the State and/or Mesa County imposing ozone, PM 10, 2.5 or other nonattainment area(s) restrictions or otherwise declaring a "no burn" day on a "high pollution day" as defined by GJMC 8.20.030 or the imposition of any other general or specific air quality controls.

(vi) Burning of vegetative material is prohibited when atmospheric conditions or local circumstances such as drought make such fires hazardous; burning is not permitted when sustained winds exist or are the prevailing condition and/or when a red flag warning has been issued by the National Weather Service.

(vii) Burning is prohibited, including but not limited to burning pursuant to a valid open burning permit; when the Fire Chief or his designee issues burn restrictions and/or a burn ban in accordance with GJMC 15.44.040 (citing to the International

Fire Code)<sup>1</sup>; furthermore, burning may be prohibited or restricted in accordance with specific restrictions and/or limitations issued due to localized condition(s).

(viii) Burning of vegetative material shall:

(A) be allowed during a two-month window in the Spring and a one-month window in the Fall as determined by the Fire Official and stated on the annual burn permit;

(B) be conducted at least 50 feet from any structure (including combustible fences), occupied dwelling(s), workplace(s) or any other place(s) where people congregate, which is on property owned by or under possessory control of, another person;

(C) burning shall begin no earlier than one hour after sunrise and shall be extinguished no later than one hour before sunset;

(D) burning shall at all times be attended by a competent person until fully extinguished and the person shall be in immediate possession of a valid burn permit;

(E) the attendant to the burning shall have an adequate extinguishing source available for immediate use sufficient for the type and size of the fire as determined in the sole discretion of the Fire Official or his designee;

(F) the owner or agent shall notify GJFD or its designee prior to burning by obtaining a valid open burn permit for the time period in which the burning is taking place;

(G) the burning of vegetative material in excess of 1-inch in diameter is prohibited;

(H) the burning of trees stumps, grass clippings and leaves (that exceed 3 cubic feet) is prohibited;

(I) no person shall burn upon the land of another without permission of the owner thereof;

(J) the vegetative material to be burned shall be as dry as practicable.

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<sup>1</sup> 307.1.3 Burn restrictions and burn bans. The Fire Chief or his designee is authorized to issue burn restrictions and/or burn bans as deemed necessary when local conditions make open burning, bonfires, recreational fires, portable outdoor fireplaces, fireworks, other open flames or similar activities hazardous or objectionable. Violations of burn restrictions or burn bans shall be punishable in accordance with GJMC 1.04.090.

**(h) Unrestricted burning:** Permit not required

(1) Maintenance of canals, irrigation and drainage ditches owned and/or operated by a Drainage District or Canal and/or Irrigation Company or District.

(2) Cooking Fires:

(i) Open-flame cooking devices in the form of LP-gas or charcoal burner grills that are subject to regulatory and safety provisions stated in the most recently adopted IFC.

(ii) Solid-wood fueled cooking fires utilized in outdoor kitchens (permanent masonry fireplaces/pizza ovens), barbecue (also BBQ) smoke houses, BBQ smokers and in-ground cooking pits or devices.

(3) Propane or natural gas burning permanent and portable fireplaces and fire pits shall be used in accordance with the manufacturers specifications.

(4) Permanent outdoor fire pits and fireplaces burning gas or wood shall not be operated within 5 feet of a structure or combustible material unless otherwise approved in accordance with the International Residential Code or International Building Code.

(5) Portable fire pits and fireplaces burning gas or wood shall not be operated within 15 feet of a structure or combustible material.

(6) Other liquid-fueled or gas-fueled open-flame devices in the form of heaters and decorative devices such as tiki-torches, lanterns, candles or similar items that are subject to regulatory and safety provisions stated in the most recently adopted IFC.

(7) Recreational Fire as defined herein. Recreational fires shall not be conducted within 25 feet of a structure, property line or combustible material. When possible recreational fires should be used with a screen/spark arrestor to reduce the chance of fire spread.

(8) Recreational fires located in developed municipal, county or state approved picnic or campground areas contained in portable or non-portable fire pits or fire grates furnished at the picnic or campground area.

(9) Burning (flaring) of natural gas at the sewer treatment plant and when performed in conjunction with drilling, completion and workover operations of oil and gas wells and when the flaring operation of the wells is reasonably necessary in the opinion of the well operator to avoid serious hazard to safety.

(10) Fire suppression or Grand Junction Fire Department (GJFD) training activities.

**4. GJMC 15.44.040 (f) is hereby deleted and replaced with:**

**(f) 307.3 Extinguishment authority.** Section 307.3 is deleted and replaced with:

**307.3 Extinguishment authority.** When open burning or other types of burning creates, or adds to a hazardous situation; or when parameters set forth in this section 307, GJMC 15.44, and the most recently adopted version of the IFC have not been followed or a required permit for the open burning or other burning activities has not been obtained, the Fire Official is authorized to order the extinguishment of the open burning or other burning activities. Extinguishment may be by the permit holder, another competent person or the Fire Department personnel.

INTRODUCED ON FIRST READING AND ORDERED PUBLISHED in pamphlet form this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

PASSED, ADOPTED, and ordered published in pamphlet form this \_\_\_ day of \_\_\_ \_\_\_\_\_, 2017.

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Phyllis Norris  
Mayor and President of the Council

ATTEST:

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Stephanie Tuin  
City Clerk



**Grand Junction City Council**

**Regular Session**

**Item #4.b.i.**

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**Meeting Date:** January 18, 2017

**Presented By:** Scott D. Peterson, Sr.  
Planner

**Submitted By:** Scott D.  
Peterson, Sr.  
Planner

**Department:** Admin - Community  
Development

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**Information**

**SUBJECT:**

McHugh Annexation, Located at 115 Vista Grande Road

- Resolution No. 09-17 - Resolution Accepting a Petition for Annexation
- Ordinance No. 4734 - Annexing Territory
- Ordinance No. 4735 - Zoning the McHugh Annexation

**RECOMMENDATION:**

The Planning Commission recommended approval of the zoning request at their December 13, 2016 meeting.

**EXECUTIVE SUMMARY:**

A request to annex and zone 1.20 +/- acres from County RSF-4 (Residential Single Family – 4 du/ac) to a City R-4 (Residential – 4 du/ac) zone district, located at 115 Vista Grande Road, in order to re-subdivide the existing platted property to create one additional lot.

**BACKGROUND OR DETAILED INFORMATION:**

The property owners have requested annexation into the City limits and a zoning of R-4 (Residential – 4 du/ac) in order to re-subdivide the existing platted property to create a second residential lot in anticipation of future single-family residential development.

Under the 1998 Persigo Agreement with Mesa County, residential annexable development within the Persigo Wastewater Treatment Facility boundary (201 service area) triggers land use review and annexation by the City. The proposed zoning of R-4 implements the Comprehensive Plan Future Land Use Map, which has designated the property as Residential Medium Low (2 -4 du/ac).

**FISCAL IMPACT:**

The provision of municipal services will be consistent with properties already in the City. Property tax levies and municipal sales/use tax will be collected, as applicable, upon annexation. The annexation includes the full width of Vista Grande Road from Broadway to the property. Vista Grande is in poor condition and will require basic maintenance of an estimated \$16,000 which we will plan on budgeting and completing. The cost of bringing the road up to current city standards, including curb, gutter and sidewalk, is estimated to be \$177,000 which we do not plan on completing at this time.

Assuming construction of a new home and resulting two residential households inside the City, the total property taxes at the City's 8 mills is estimated to be \$254 annually and the total City sales tax at the 2.75% rate is estimated at \$800 annually. One-time sales tax on new construction is estimated at \$2,750.

**SUGGESTED MOTION:**

I MOVE to (approve or deny), Resolution No. 09-17 - A Resolution Accepting a Petition for the Annexation of Lands to the City of Grand Junction, Colorado, Making Certain Findings, and Determining That Property Known as the McHugh Annexation, Located at 115 Vista Grande Road, is Eligible for Annexation, Ordinance No. 4734 - An Ordinance Annexing Territory to the City of Grand Junction, Colorado, McHugh Annexation, Located at 115 Vista Grande Road, Consisting of One Parcel of Land, and 0.49 acres of Broadway (Hwy. 340) and Vista Grande Road Rights-of-Way, and Ordinance No. 4735 - An Ordinance Zoning the McHugh Annexation to R-4 (Residential – 4 du/ac), Located at 115 Vista Grande Road on Final Passage and Order Final Publication in Pamphlet Form.

**Attachments**

1. Annexation Staff Report
2. Planning Commission Staff Report
3. Annexation Resolution - Ordinance



**Annexation Staff Report:**

STAFF REPORT / BACKGROUND INFORMATION				
<b>Location:</b>		115 Vista Grande Road		
<b>Applicants:</b>		Richard & Virginia McHugh, Owners		
<b>Existing Land Use:</b>		Single-family detached home		
<b>Proposed Land Use:</b>		Simple Subdivision to re-subdivide the existing property into two (2) lots for future single-family residential development		
<b>Surrounding Land Use:</b>	<b>North</b>	Single-family detached		
	<b>South</b>	Single-family detached		
	<b>East</b>	Single-family detached		
	<b>West</b>	Single-family detached		
<b>Existing Zoning:</b>		County RSF-4 (Residential Single-Family – 4 du/ac)		
<b>Proposed Zoning:</b>		R-4 (Residential – 4 du/ac)		
<b>Surrounding Zoning:</b>	<b>North</b>	County RSF-4 (Residential Single-Family – 4 du/ac)		
	<b>South</b>	County RSF-4 (Residential Single-Family – 4 du/ac)		
	<b>East</b>	County RSF-4 (Residential Single-Family – 4 du/ac)		
	<b>West</b>	County RSF-4 (Residential Single-Family – 4 du/ac)		
<b>Future Land Use Designation:</b>		Residential Medium Low (2 – 4 du/ac)		
<b>Zoning within density/intensity range?</b>		X	<b>Yes</b>	<b>No</b>

This annexation consists of one (1) parcel of land 1.20 acres in size and 0.49 acres of public right-of-way of Broadway (Hwy. 340) and Vista Grande Road.

The property owners have requested annexation into the City and a zoning of R-4 (Residential – 4 du/ac) in order to re-subdivide the existing platted property to create a second residential lot in anticipation of future single-family residential development. Under the 1998 Persigo Agreement with Mesa County, all proposed development within the Persigo Wastewater Treatment Facility boundary requires annexation to and processing by the City.

It is staff's opinion, based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the McHugh Annexation is eligible to be annexed because of compliance with the following:

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;
- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;
- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;
- d) The area is or will be urbanized in the near future;
- e) The area is capable of being integrated with the City;
- f) No land held in identical ownership is being divided by the proposed annexation;
- g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owner's consent.

The following annexation and zoning schedule is being proposed:

<u><i>ANNEXATION SCHEDULE</i></u>	
<b>December 7, 2016</b>	Referral of Petition (30 Day Notice), Introduction of a Proposed Ordinance, Exercising Land Use
<b>December 13, 2016</b>	Planning Commission considers Zone of Annexation
<b>January 4, 2017</b>	Introduction of a Proposed Ordinance on Zoning by City Council
<b>January 18, 2017</b>	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
<b>February 19, 2017</b>	Effective date of Annexation and Zoning

**MCHUGH ANNEXATION - BACKGROUND INFORMATION**

<b>File Number:</b>	ANX-2016-490	
<b>Location:</b>	115 Vista Grande Road	
<b>Tax ID Number:</b>	2945-172-07-014	
<b># of Parcels:</b>	1	
<b>Estimated Population:</b>	2	
<b># of Parcels (owner occupied):</b>	0	
<b># of Dwelling Units:</b>	1	
<b>Acres land annexed:</b>	1.692	
<b>Developable Acres Remaining:</b>	1.201	
<b>Right-of-way in Annexation:</b>	0.491	
<b>Previous County Zoning:</b>	County RSF-4 (Residential Single-Family – 4 du/ac)	
<b>Proposed City Zoning:</b>	R-4 (Residential – 4 du/ac)	
<b>Current Land Use:</b>	Single-family detached	
<b>Future Land Use:</b>	Residential Medium Low (2 – 4 du/ac)	
<b>Values:</b>	<b>Assessed:</b>	\$15,420
	<b>Actual:</b>	\$193,660
<b>Address Ranges:</b>	115 Vista Grande Road	
<b>Special Districts:</b>	<b>Water:</b>	Ute Water Conservancy District
	<b>Sewer:</b>	Persigo 201 sewer service area
	<b>Fire:</b>	Grand Junction Rural & Redlands Sub Fire Protection District
	<b>Irrigation/ Drainage:</b>	Redlands Water & Power Company
	<b>School:</b>	Mesa County Valley School District #51
	<b>Pest:</b>	Grand River Mosquito Control District



Date: November 21, 2016

Author: Scott D. Peterson

Title/ Phone Ext: Senior  
Planner/1447

Proposed Schedule:  
December 13, 2016

## PLANNING COMMISSION AGENDA ITEM

**Subject:** McHugh Zone of Annexation, Located at 115 Vista Grande Road

**Action Requested/Recommendation:** Forward a recommendation of approval to City Council of a Zone of Annexation from County RSF-4 (Residential Single Family – 4 du/ac) to a City R-4 (Residential – 4 du/ac) on 1.20 +/- acres.

**Presenter(s) Name & Title:** Scott D. Peterson, Senior Planner

### Executive Summary:

A request to zone 1.20 +/- acres from County RSF-4 (Residential Single Family – 4 du/ac) to a City R-4 (Residential – 4 du/ac) zone district.

### Background, Analysis and Options:

The property owners have requested annexation into the City limits and a zoning of R-4 (Residential – 4 du/ac) in order to re-subdivide the existing platted property to create a second residential lot in anticipation of future single-family residential development. Under the 1998 Persigo Agreement with Mesa County, residential annexable development within the Persigo Wastewater Treatment Facility boundary (201 service area) triggers land use review and annexation by the City. The proposed zoning of R-4 implements the Comprehensive Plan Future Land Use Map, which has designated the property as Residential Medium Low (2 -4 du/ac).

### Neighborhood Meeting:

A Neighborhood Meeting was held on September 15, 2016 with 12 citizens along with the applicant and City Project Manager in attendance. The applicant discussed the proposed annexation, zoning request and anticipated construction of an additional single-family detached home. No major objections to the proposed annexation, zoning, nor proposed future single-family residential development were received at the meeting, however the City did receive an email from a nearby neighbor that is included within the Staff Report concerning the proposal.

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

Annexation of the property will create consistent land use jurisdiction and allows for efficient provision of municipal services. The proposed annexation also creates an opportunity to create ordered and balanced growth spread throughout the community in a manner consistent with adjacent residential development. The proposed Annexation also provides additional housing opportunities and choices to meet the needs of a growing community, which implements the following goals and polices from the Comprehensive Plan.

**Goal 1:** To implement the Comprehensive Plan in a consistent manner between the City, Mesa County, and other service providers.

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

**Goal 5:** To provide a broader mix of housing types in the community to meet the needs of a variety of incomes, family types and life stages.

**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. Though the proposed Annexation does not further the goals of the Economic Development Plan as the proposed land use is for a residential development, the proposal does provide additional residential housing opportunities for both professionals and retirees in the community, located within the Redlands.

**Board or Committee Recommendation:**

There is no other committee or board recommendation.

**Financial Impact/Budget:**

The provision of municipal services will be consistent with properties already in the City. Property tax levies and municipal sales/use tax will be collected, as applicable, upon annexation. The annexation includes the full width of Vista Grande Road from Broadway to the property and is in satisfactory condition and has been maintained by Mesa County.

**Other issues:**

There are no other issues identified.

**Previously presented or discussed:**

This has not been previously discussed by the Planning Commission.

**Attachments:**

1. Background Information
2. Staff Report
3. Annexation Site Location Map
4. Aerial Photo
5. Comprehensive Plan Future Land Use Map
6. Existing City and County Zoning Map
7. Correspondence received
8. Ordinance

STAFF REPORT / BACKGROUND INFORMATION				
<b>Location:</b>		115 Vista Grande Road		
<b>Applicants:</b>		Richard & Virginia McHugh, Owners		
<b>Existing Land Use:</b>		Single-family detached home		
<b>Proposed Land Use:</b>		Simple Subdivision to re-subdivide the existing lot to construct a new single-family detached home		
<b>Surrounding Land Use:</b>	<b>North</b>	Single-family detached		
	<b>South</b>	Single-family detached		
	<b>East</b>	Single-family detached		
	<b>West</b>	Single-family detached		
<b>Existing Zoning:</b>		County RSF-4 (Residential Single-Family – 4 du/ac)		
<b>Proposed Zoning:</b>		R-4 (Residential – 4 du/ac)		
<b>Surrounding Zoning:</b>	<b>North</b>	County RSF-4 (Residential Single-Family – 4 du/ac)		
	<b>South</b>	County RSF-4 (Residential Single-Family – 4 du/ac)		
	<b>East</b>	County RSF-4 (Residential Single-Family – 4 du/ac)		
	<b>West</b>	County RSF-4 (Residential Single-Family – 4 du/ac)		
<b>Future Land Use Designation:</b>		Residential Medium Low (2 – 4 du/ac)		
<b>Zoning within density range?</b>		X	<b>Yes</b>	<b>No</b>

**Section 21.02.140 (a) of the Grand Junction Zoning and Development Code:**

Section 21.02.160 (f) of the Grand Junction Zoning and Development Code, states that the zoning of an annexation area shall be consistent with the adopted Comprehensive Plan and the criteria set forth. The Comprehensive Plan Future Land Use Map designates the property as Residential Medium Low (2 – 4 du/ac). The request for an R-4 (Residential – 4 du/ac) zone district is consistent with this designation. Generally, future development should be at a density equal to or greater than the allowed density of the applicable County zoning district.

In order for the zoning to occur, the following questions must be answered and a finding of consistency with the Grand Junction Zoning and Development Code must be made per Section 21.02.140 (a) as follows:

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

The requested annexation and zoning is being triggered by the 1998 Persigo Agreement between Mesa County and the City of Grand Junction as the proposed development of the site is considered residential annexable development. The Persigo Agreement defines Residential Annexable Development to include any proposed development that would require a public hearing under the Mesa County Land Development Code as it was on April 1, 1998 (GJMC Section 45.08.020 e. 1). The property owners intend to subdivide off a portion of the existing property in order to create a single lot to construct a single-family detached home in order to market and sell. Upon inquiry with Mesa County, it was determined that the subject property was platted as Lot 2, Carolina Hills Subdivision in 1947. The applicant's request to create a second parcel through the creation of an additional subdivision plat would require a public hearing, meaning the request meets the criteria for residential annexable development and cannot be partitioned as another subdivision in unincorporated Mesa County without a public hearing. Thus, the property owners have petitioned for annexation into the City limits with a requested zoning district that is compatible with the existing Comprehensive Plan Future Land Use Map designation of Residential Medium Low (2 – 4 du/ac).

Therefore, 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 adoption of the Comprehensive Plan in 2010, designated this property as Residential Medium Low (2 – 4 du/ac). The applicant is requesting an allowable zone district that is consistent with the density range allowed by the Residential Medium Low category.

Existing properties to north, south, east and west are within Mesa County jurisdiction and are zoned RSF-4. The residential character of this area of the Redlands is single-family detached on properties ranging in size from 0.33 to 5.09 acres (applicant's proposed lot size is 0.58 & 0.62 +/- acres), therefore the character and condition of the area has not changed and the applicant is requesting the same zoning designation of R-4 as what is allowed on the adjacent properties for compatible zoning and lot size.

Therefore, the criterion has not been met.

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

Adequate public and community facilities and services are available to the property and are sufficient to serve land uses associated with the R-4 zone district. Ute Water and City sanitary sewer are both presently stubbed to the



property and are available in Vista Grande Road. However, in order to subdivide the existing property, the applicants will need to provide an 8" Ute Water line and fire hydrant to provide fire flow or possibly install a residential sprinkler system for the new house, with City Fire Department review and approval. The applicants are currently working with the Fire Department on this issue and will likely propose to install the residential sprinkler system. Property is also being served by Xcel Energy electric and natural gas. A short distance away is Scenic Elementary School and further to the east on Broadway is a neighborhood commercial center that includes an office complex, convenience stores and gas islands, restaurants and a grocery store. To the west on Broadway at the intersection with Redlands Parkway is another neighborhood commercial center which includes a car wash, convenience store, bank and walk-in medical clinic.

Therefore, 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

There is not an inadequate supply of suitably designed land available in the community as the R-4 zone district comprises the second largest amount of residential acreage within the City limits behind the R-8 zone district (Over 1,862 acres within the City limits is zoned R-4). The existing property currently contains a single-family home on one platted lot (1.20 +/- acres). The property owners are requesting to annex and zone the property in accordance with the adopted Persigo Agreement between Mesa County and the City of Grand Junction in order to subdivide the property to create another single-family detached home and lot to match the land uses of what is currently developed in the area. The request to zone the subject property R-4 is consistent with the Comprehensive Plan Future Land Use Map designation of Residential Medium Low (2 – 4 du/ac) and the current County zoning of RSF-4.

Therefore, this criterion has not been met.

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

The proposed R-4 zone would implement Goals 1, 3 & 5 of the Comprehensive Plan by creating an opportunity for ordered and balanced growth spread throughout the community in a manner consistent with adjacent residential development. The proposed Annexation also provides additional housing opportunities and choices to meet the needs of a growing community, thus the community will derive benefits from the proposed zone of annexation request.

Therefore, this criterion has been met.

Alternatives: The following zone districts would also be consistent with the Future Land Use designation of Residential Medium Low (2 – 4 du/ac) for the subject property.

- a. R-R, (Residential – Rural)
- b. R-E, (Residential – Estate)
- c. R-1, (Residential – 1 du/ac)
- d. R-2, (Residential – 2 du/ac)
- e. R-5, (Residential – 5 du/ac)

In reviewing the other zone district options, the residential zone districts of R-R, R-E, and R-1 have a minimum lot size requirement that exceeds the applicant's proposed re-subdivision property sizes of 0.58 and 0.62 +/- acres respectfully, so those zone districts would not be an option. The R-2 zone district could be a zoning option as the proposed residential density via the creation of an additional lot would be in keeping with the overall density range of the R-2 zone district. However, the intent of the R-4 zone is to provide medium to low density single-family uses where adequate public facilities and services are available. The R-4 zone is also consistent with the current County zoning of RSF-4. The properties could also have the opportunity in the future to subdivide further for additional development potential which would be in keeping with the proposed R-4 zone district.

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

#### **FINDINGS OF FACT/CONCLUSIONS:**

After reviewing the McHugh Annexation, ANX-2016-490, for a Zone of Annexation from County RSF-4 (Residential Single Family – 4 du/ac) to a City R-4 (Residential – 4 du/ac), the following findings of fact and conclusions have been determined:

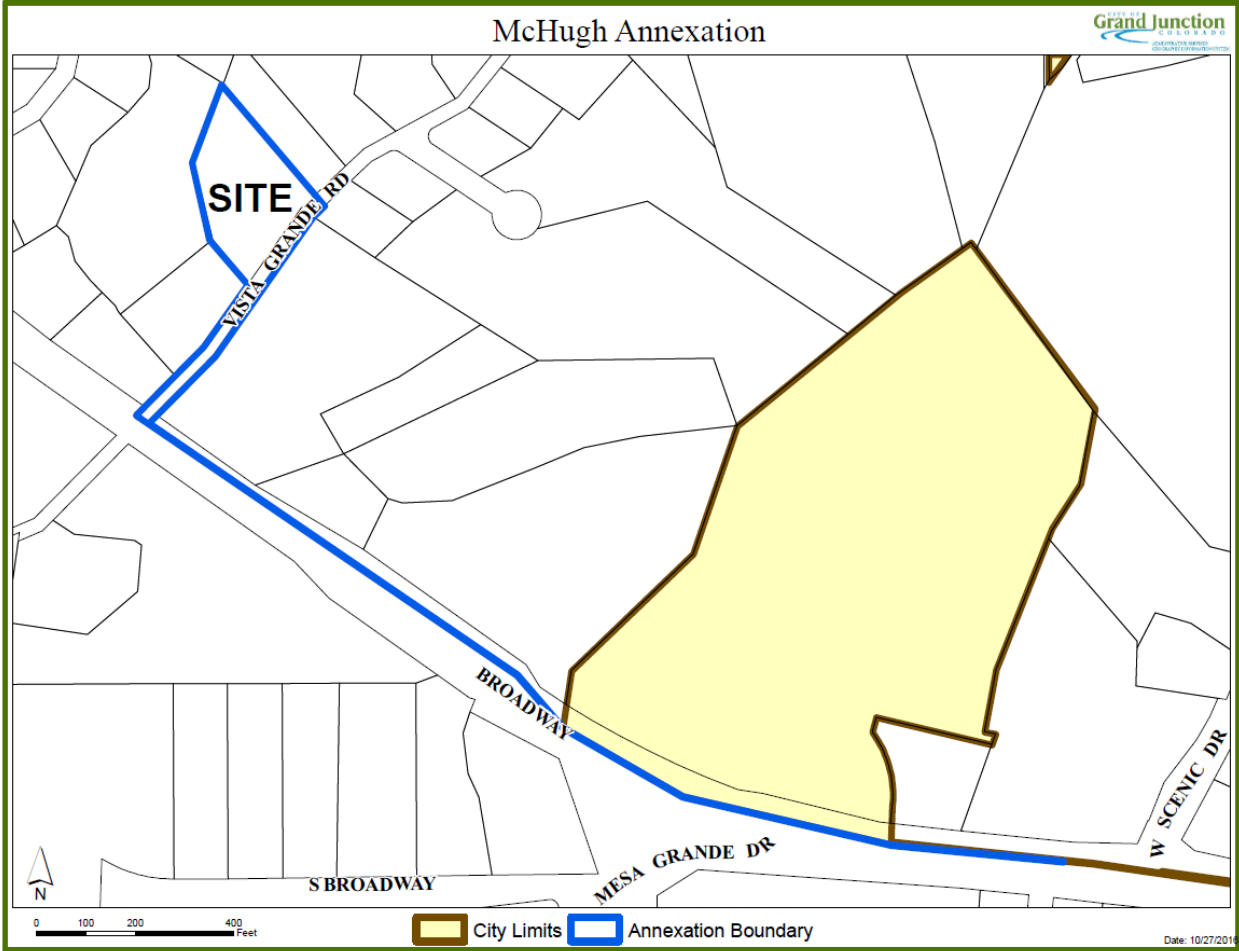
1. The requested zone of annexation is consistent with the goals and policies of the Comprehensive Plan, specifically Goals 1, 3 & 5.
2. The applicable review criteria, items 1, 3 and 5 in Section 21.02.140 (a) of the Grand Junction Zoning and Development Code have been met or addressed.

#### **STAFF RECOMMENDATION:**

I recommend that the Planning Commission forward a recommendation of approval of the Zone of Annexation from County RSF-4 (Residential Single-Family 4 – du/ac) to a City R-4 (Residential – 4 du/ac) for the McHugh Annexation, ANX-2016-490 to the City Council with the findings of facts and conclusions listed above.

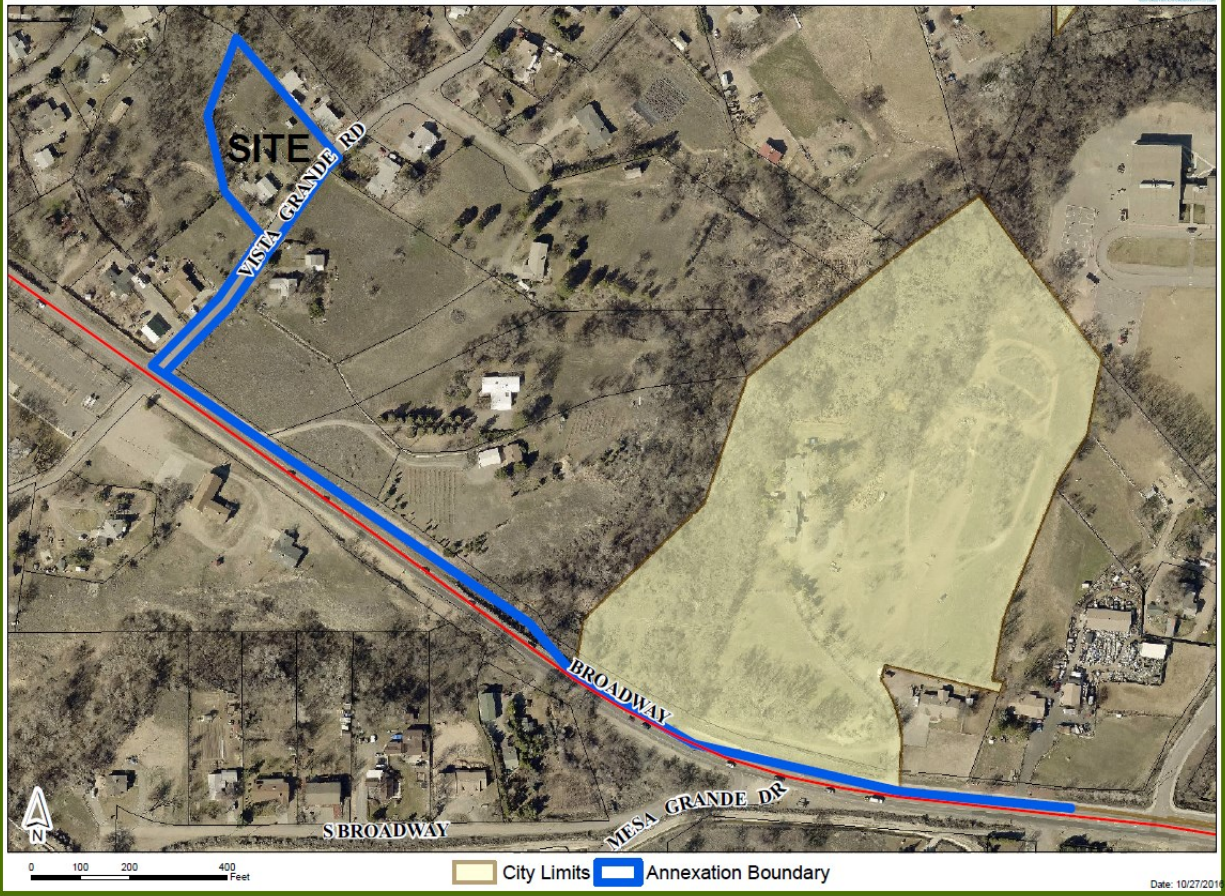
#### **RECOMMENDED PLANNING COMMISSION MOTION:**

Madam Chairman, on the McHugh Zone of Annexation, ANX-2016-490, I move that the Planning Commission forward to the City Council a recommendation of approval of the Zone of Annexation from a County RSF-4 zone district to a City R-4 zone district with the findings of facts and conclusions listed in the staff report.

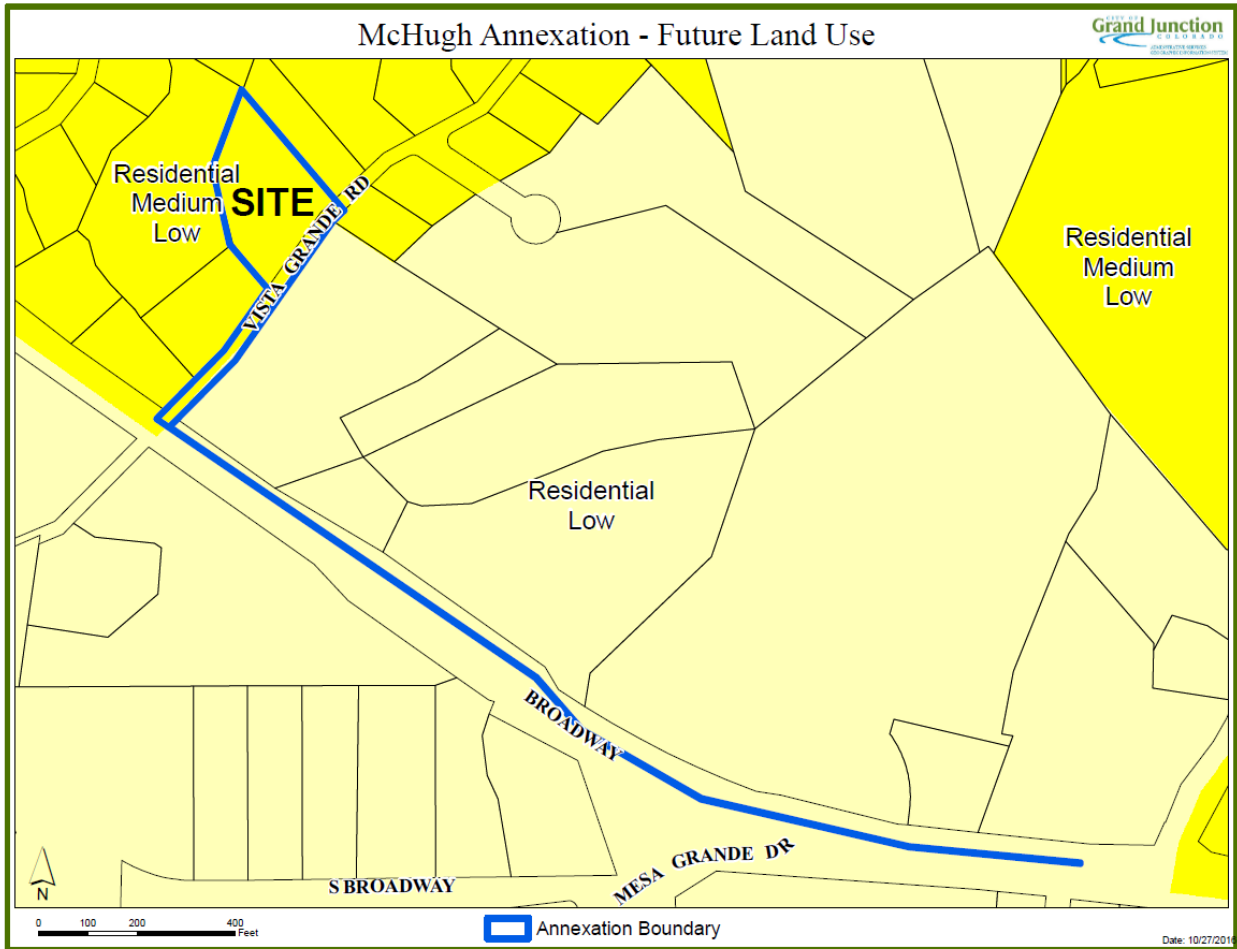


**Proposed Zone of Annexation does not include adjacent right-of-way, property only**

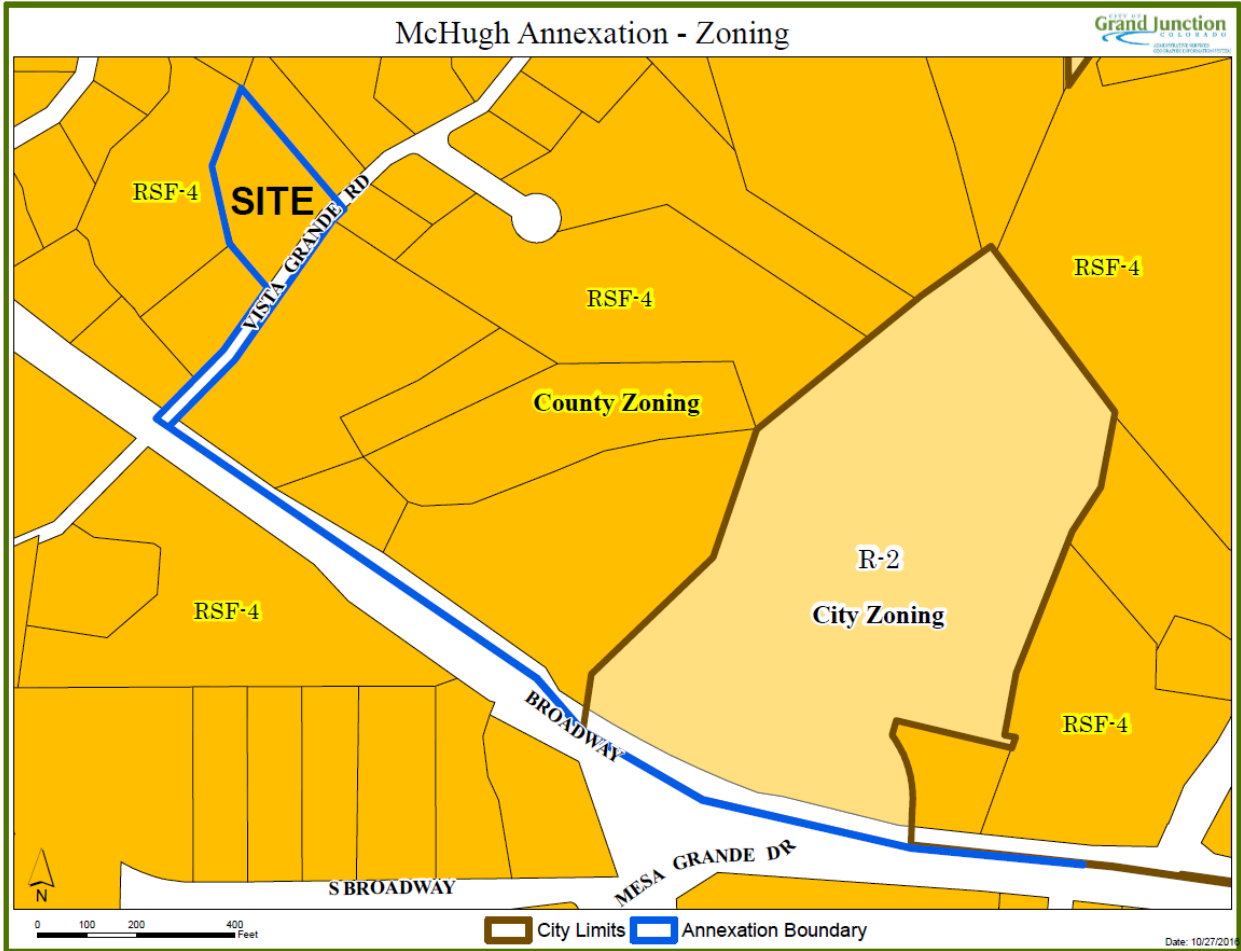
# McHugh Annexation



**Proposed Zone of Annexation does not include adjacent right-of-way, property only**



**Proposed Zone of Annexation does not include adjacent right-of-way, property only**



**Proposed Zone of Annexation does not include adjacent right-of-way, property only**



## Scott Peterson

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**From:** Pam Bouton <pb132@hotmail.com>  
**Sent:** Tuesday, September 13, 2016 10:16 PM  
**To:** Scott Peterson  
**Subject:** Meeting regarding McHugh property

Scott Peterson, Sr.Planner, City of GJ

A concerned neighbor of ours showed us an email from Richard McHugh, regarding a meeting at his home at 115 Vista Grande scheduled for, Thursday, September 15 at 5:30pm. This meeting is to discuss the potential annexation of Mr.McHugh's property to be followed by a subdivision of his property as well as a rezoning of his property. As a neighbor residing at 132 Vista Grande, we are concerned about this action. Will this informal meeting at 115 Vista Grande be followed by a formal hearing at City Council? How many property owners in this area have been notified of McHugh's intentions? Has McHugh received building permits to cover his extensive remodeling at 115 Vista Grande? How will this intrusive annexation impact this neighborhood?

One reason we enjoy this neighborhood is that it is not a conventional subdivision with cookie-cutter homes crammed together. Our quality of life will be impacted by any increased density allowed by the annexation. Traffic on Vista Grande is already heavy in both directions. Permitting more home construction and associated driveways, and increased traffic will not be welcomed by those of us satisfied with current conditions.

If annexation and a further subdividing of the property at 115 Vista Grande is allowed, will the new lot be sold or built upon and used as a rental? Will future construction be complementary of existing single story homes in the surrounding neighborhood? How can adding a new house and driveway (on less than an acre) with its associated traffic and noise not be detrimental to the relative quiet we now enjoy? Broadway traffic is not something we like and we certainly do not want that increased. We do not believe that any annexation, subdividing, rezoning or development is in the best interest of our neighborhood.

We look forward to your reply. Mr. and Mrs. Clark Bouton

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Sent from myMail app for Android



**Scott Peterson**

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**From:** Pam Bouton <pbb132@hotmail.com>  
**Sent:** Tuesday, September 13, 2016 10:40 PM  
**To:** rwoodwork@yahoo.com  
**Cc:** Scott Peterson  
**Subject:** 115 Vista Grande meeting Thursday

Mr Richard McHugh:

Your notification of a "residential meeting" at 115 Vista Grande was forwarded to us by a concerned neighbor. We live at 132 Vista Grande and received neither an email or conventional mail notification of this meeting. One reason we enjoy this neighborhood is that it is not a conventional subdivision with cookie-cutter homes crammed together. Our quality of life will be impacted by any increased density allowed by the annexation. Traffic on Vista Grande is already heavy in both directions. Permitting more home construction and associated driveways and increased traffic will not be welcomed by those of us satisfied with current conditions.

If annexation and a further subdividing of the property at 115 Vista Grande is allowed, will the new lot be sold or built upon and used as a rental? Will future construction be complementary of existing single story homes in the surrounding neighborhood? How can adding a new house and driveway with its associated traffic and noise not be detrimental to the relative quiet we now enjoy? Broadway traffic is not something we like and we certainly do not want that increased. We do not believe that any annexation, subdividing, rezoning or development is in the best interest of our neighborhood.

Respectfully, Mr. and Mrs. Bouton

Sent via the Samsung Galaxy Tab® 3 Lite

**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION ACCEPTING A PETITION  
FOR THE ANNEXATION OF LANDS  
TO THE CITY OF GRAND JUNCTION, COLORADO,  
MAKING CERTAIN FINDINGS,  
AND DETERMINING THAT PROPERTY KNOWN AS THE  
MCHUGH ANNEXATION, LOCATED AT 115 VISTA GRANDE ROAD,  
IS ELIGIBLE FOR ANNEXATION**

WHEREAS, on the 7<sup>th</sup> day of December, 2016, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

**MCHUGH ANNEXATION**

A certain parcel of land lying in Section 17, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Southeast corner of the Northwest Quarter (NW 1/4) of said Section 17 and assuming the South line of the NW 1/4 of said Section 17 bears S 89°54'49" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 74°25'14" E, a distance of 1,359.93 feet to a point on the South line of the Sycamore Creek Annexation No. 2, Ordinance No. 3752, as same is recorded in Book 3881, Page 459, Public Records of Mesa County, Colorado and being the POINT OF BEGINNING; thence from said Point of Beginning, S 05°57'51" W, a distance of 2.00 feet; thence N 84°02'09" W, a distance of 350.13 feet; thence N 76°52'24" W, a distance of 433.19 feet; thence N 60°00'34" W, a distance of 280.23 feet; thence N 40°48'39" W, a distance of 141.51 feet; thence N 55°35'23" W, a distance of 933.06 feet, more or less, to a point on the Westerly right of way of Vista Grande Road extended Southerly, per the Carolina Hills Subdivision, as same is recorded in Plat Book 7, Page 41, Public Records of Mesa County, Colorado; thence N 44°49'33" E, along said right of way and its Southerly extension, a distance of 194.88 feet; thence N 35°12'11" E, continuing along said Westerly right of way, a distance of 154.54 feet to a point being the Southwest corner of Lot 2 of said Carolina Hills Subdivision; thence N 40°30'12" W, along the Southerly line of said Lot 2, a distance of 118.26 feet; thence N 12°43'25" W, along said the Westerly line of said Lot 2, a distance of 160.30 feet; thence N 20°40'50" E, along the Northerly line of said Lot 2, a distance of 168.99 feet, more or less, to a point being the Northeast corner of said Lot 2; thence S 40°16'10" E, along the Easterly line of said Lot 2 and its Easterly extension, a distance of 322.45 feet, more or less, to a point on the Easterly right of way of said Vista Grande Road; thence S 46°11'09" W, along said Easterly right of way, a distance of 32.43 feet; thence

S 35°12'11" W, a distance of 344.55 feet; thence S 44°49'33" W, along said Easterly right of way and its Southerly extension, a distance of 189.85 feet; thence S 55°35'23" E, a distance of 902.45 feet; thence S 40°48'39" E, a distance of 141.43 feet; thence S 60°00'34" E, a distance of 279.59 feet; thence S 76°52'24" E, a distance of 432.77 feet; thence S 84°02'09" E, a distance of 350.00 feet, more or less, to the Point of Beginning.

CONTAINING 73,722 Square Feet or 1.692 Acres, more or less, as described.

WHEREAS, a hearing on the petition was duly held after proper notice on the 18<sup>th</sup> day of January, 2017; and

WHEREAS, the Council has found and determined and does hereby find and determine that said petition is in substantial compliance with statutory requirements therefore, that one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; that a community of interest exists between the territory and the City; that the territory proposed to be annexed is urban or will be urbanized in the near future; that the said territory is integrated or is capable of being integrated with said City; that no land held in identical ownership has been divided without the consent of the landowner; that no land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; and that no election is required under the Municipal Annexation Act of 1965.

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

The said territory is eligible for annexation to the City of Grand Junction, Colorado, and should be so annexed by Ordinance.

ADOPTED the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Attest:

\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
City Clerk

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ANNEXING TERRITORY TO THE  
CITY OF GRAND JUNCTION, COLORADO**

**MCHUGH ANNEXATION, LOCATED AT 115 VISTA GRANDE ROAD,**

**CONSISTING OF ONE PARCEL OF LAND AND 0.49 ACRES OF BROADWAY  
(HWY. 340) AND VISTA GRANDE ROAD RIGHTS-OF-WAY**

**WHEREAS**, on the 7<sup>th</sup> day of December, 2016, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

**WHEREAS**, a hearing on the petition was duly held after proper notice on the 18<sup>th</sup> day of January, 2017; and

**WHEREAS**, the City Council determined that said territory was eligible for annexation and that no election was necessary to determine whether such territory should be annexed;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY  
OF GRAND JUNCTION, COLORADO:**

That the property situate in Mesa County, Colorado, and described to wit:

**MCHUGH ANNEXATION**

A certain parcel of land lying in Section 17, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Southeast corner of the Northwest Quarter (NW 1/4) of said Section 17 and assuming the South line of the NW 1/4 of said Section 17 bears S 89°54'49" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 74°25'14" E, a distance of 1,359.93 feet to a point on the South line of the Sycamore Creek Annexation No. 2, Ordinance No. 3752, as same is recorded in Book 3881, Page 459, Public Records of Mesa County, Colorado and being the POINT OF BEGINNING; thence from said Point of Beginning, S 05°57'51" W, a distance of 2.00 feet; thence N 84°02'09" W, a distance of 350.13 feet; thence N 76°52'24" W, a distance of 433.19 feet; thence N 60°00'34" W, a distance of 280.23 feet; thence N 40°48'39" W, a distance of 141.51 feet; thence N 55°35'23" W, a distance of 933.06 feet, more or less, to a point on the Westerly right of way of Vista Grande Road extended Southerly, per the Carolina Hills Subdivision, as same is recorded in

Plat Book 7, Page 41, Public Records of Mesa County, Colorado; thence N 44°49'33" E, along said right of way and its Southerly extension, a distance of 194.88 feet; thence N 35°12'11" E, continuing along said Westerly right of way, a distance of 154.54 feet to a point being the Southwest corner of Lot 2 of said Carolina Hills Subdivision; thence N 40°30'12" W, along the Southerly line of said Lot 2, a distance of 118.26 feet; thence N 12°43'25" W, along said the Westerly line of said Lot 2, a distance of 160.30 feet; thence N 20°40'50" E, along the Northerly line of said Lot 2, a distance of 168.99 feet, more or less, to a point being the Northeast corner of said Lot 2; thence S 40°16'10" E, along the Easterly line of said Lot 2 and its Easterly extension, a distance of 322.45 feet, more or less, to a point on the Easterly right of way of said Vista Grande Road; thence S 46°11'09" W, along said Easterly right of way, a distance of 32.43 feet; thence S 35°12'11" W, a distance of 344.55 feet; thence S 44°49'33" W, along said Easterly right of way and its Southerly extension, a distance of 189.85 feet; thence S 55°35'23" E, a distance of 902.45 feet; thence S 40°48'39" E, a distance of 141.43 feet; thence S 60°00'34" E, a distance of 279.59 feet; thence S 76°52'24" E, a distance of 432.77 feet; thence S 84°02'09" E, a distance of 350.00 feet, more or less, to the Point of Beginning.

CONTAINING 73,722 Square Feet or 1.692 Acres, more or less, as described.

be and is hereby annexed to the City of Grand Junction, Colorado.

**INTRODUCED** on first reading on the 7<sup>th</sup> day of December, 2016 and ordered published in pamphlet form.

**ADOPTED** on second reading the \_\_\_\_\_ day of \_\_\_\_\_, 2017 and ordered published in pamphlet form.

\_\_\_\_\_  
President of the Council

Attest:

\_\_\_\_\_  
City Clerk

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ZONING THE MCHUGH ANNEXATION  
TO R-4 (RESIDENTIAL – 4 DU/AC)**

**LOCATED AT 115 VISTA GRANDE ROAD**

Recitals

The property owners have requested annexation into the City limits in order to subdivide the existing property to create a second residential lot in anticipation of construction of a new single family detached home.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of zoning the McHugh Annexation to the R-4 (Residential – 4 du/ac) zone district, finding that it conforms with the designation of Residential Medium Low (2 – 4 du/ac) as shown on the Future Land Use Map of the Comprehensive Plan and the Comprehensive Plan's goals and policies and is generally compatible with land uses located in the surrounding area.

After public notice and public hearing, the Grand Junction City Council finds that the R-4 (Residential – 4 du/ac) zone district is in conformance with at least one of the stated criteria of Section 21.02.140 of the Grand Junction Zoning and Development Code.

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

The following property be zoned R-4 (Residential – 4 du/ac).

**MCHUGH ANNEXATION**

Lot 2, Carolina Hills Subdivision as identified in Reception # 468446 in the Office of the Mesa County Clerk and Recorder.

**INTRODUCED** on first reading this \_\_\_\_ day of \_\_\_\_, 20\_\_ and ordered published in pamphlet form.

**ADOPTED** on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and ordered published in pamphlet form.

ATTEST:

\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
City Clerk



**Grand Junction City Council**

**Regular Session**

**Item #4.b.ii.**

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**Meeting Date:** January 18, 2017

**Presented By:** Scott D. Peterson, Sr. Planner      **Submitted By:** Scott D. Peterson, Community Development

**Department:** Admin - Community Development

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**Information**

**SUBJECT:**

Freedom Heights Annexation, Public Right-of-Way for 26 Road, Located North of H Road

- Resolution No. 10-17 - Resolution Accepting a Petition for Annexation
- Ordinance No. 4736 - Annexing Territory

**RECOMMENDATION:**

City staff recommends approval.

**EXECUTIVE SUMMARY:**

A request to annex 0.640 acres of 26 Road Right-of-Way.

**BACKGROUND OR DETAILED INFORMATION:**

During the process of reviewing the Freedom Heights Subdivision, located at 818 26 Road, it was discovered that the 26 Road right-of-way adjacent to the property had not been annexed as a part of the Pomona Park Annexation in 1995 as it should have been since the property description extended to the center of the right-of-way. The annexation of approximately 900 feet of the east half of the 26 Road right-of-way corrects the error. The strip of land will be dedicated as right-of-way with the recording



of the Freedom Heights Subdivision plat.

**FISCAL IMPACT:**

The annexation of the right-of-way will transfer maintenance responsibilities from Mesa County to the City of Grand Junction. The City already has jurisdiction over 26 Road south of H Road.

**SUGGESTED MOTION:**

I MOVE to (approve or deny) Resolution No. 10-17 - A Resolution Accepting a Petition for the Annexation of Lands to the City of Grand Junction, Colorado, Making Certain Findings, and Determining that Right-of-Way Known as the Freedom Heights Annexation, Approximately 0.640 Acres of Public Right-of-Way for 26 Road, Located North of H Road, is Eligible for Annexation and Ordinance No. 4736 - An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Freedom Heights Annexation, Approximately 0.640 Acres of Public Right-of-Way for 26 Road, Located North of H Road, on Final Passage and Order Final Publication in Pamphlet Form.

**Attachments**

1. Annexation - Freedom Heights

**Annexation Staff Report:**

STAFF REPORT / BACKGROUND INFORMATION				
<b>Location:</b>		A portion of 26 Road located North of H Road		
<b>Applicants:</b>		City of Grand Junction		
<b>Existing Land Use:</b>		Public Road		
<b>Proposed Land Use:</b>		Public Road		
<b>Surrounding Land Use:</b>	<b>North</b>	N/A		
	<b>South</b>	N/A		
	<b>East</b>	Single-Family Residential		
	<b>West</b>	Single-Family Residential		
<b>Existing Zoning:</b>		N/A		
<b>Proposed Zoning:</b>		N/A		
<b>Surrounding Zoning:</b>	<b>North</b>	N/A		
	<b>South</b>	N/A		
	<b>East</b>	R-1 (Residential 1 du/ac)		
	<b>West</b>	County RSF-E (Residential Single-Family - Estates) & County AFT (Agricultural, Forestry and Transitional)		
<b>Future Land Use Designation:</b>		Residential Medium Low (2 -4 du/ac)		
<b>Zoning within density/intensity range?</b>		N/A	<b>Yes</b>	<b>No</b>

This annexation area consists of 0.640 acres of land, all of which lies within 26 Road right-of-way. The City of Grand Junction is requesting annexation to correct an error made with the Pomona Park Annexation in 1995.

Under the 1998 Persigo Agreement, the County consents to the annexation of all or a portion of any road, street, easement, right-of-way, open space or other County-owned property within the Persigo Wastewater Treatment boundary.

It is staff's opinion, based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the Freedom Heights Annexation is eligible to be annexed because of compliance with the following:

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;
- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;

- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;
- d) The area is or will be urbanized in the near future;
- e) The area is capable of being integrated with the City;
- f) No land held in identical ownership is being divided by the proposed annexation;
- g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owner's consent.

Please note that this petition has been prepared by the City. Because the petition annexes right-of-way, the ownership and area requirements of the statute are not applicable.

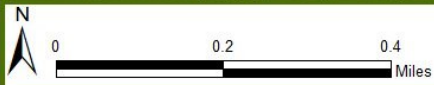
The following annexation and zoning schedule is being proposed:

<i><u>ANNEXATION SCHEDULE</u></i>	
<b>December 7, 2016</b>	Referral of Petition (30 Day Notice), Introduction of a Proposed Ordinance, Exercising Land Use
<b>January 18, 2017</b>	Acceptance of Petition and Public Hearing on Annexation by City Council
<b>February 19, 2017</b>	Effective date of Annexation

**FREEDOM HEIGHTS ANNEXATION - BACKGROUND INFORMATION**

<b>File Number:</b>	ANX-2016-569	
<b>Location:</b>	A portion of 26 Road located North of H Road	
<b>Tax ID Number:</b>	See legal descriptions	
<b># of Parcels:</b>	0	
<b>Estimated Population:</b>	0	
<b># of Parcels (owner occupied):</b>	0	
<b># of Dwelling Units:</b>	0	
<b>Acres land annexed:</b>	0.640	
<b>Developable Acres Remaining:</b>	0	
<b>Right-of-way in Annexation:</b>	0.640 acres	
<b>Previous County Zoning:</b>	N/A	
<b>Proposed City Zoning:</b>	N/A	
<b>Current Land Use:</b>	Right-of-Way	
<b>Future Land Use:</b>	Right-of-Way	
<b>Values:</b>	<b>Assessed:</b>	N/A
	<b>Actual:</b>	N/A
<b>Address Ranges:</b>	N/A	
<b>Special Districts:</b>	<b>Water:</b>	Ute Water Conservancy District
	<b>Sewer:</b>	Persigo 201 sewer service area
	<b>Fire:</b>	Grand Junction Rural Fire Protection District
	<b>Irrigation/ Drainage:</b>	Grand Valley Water Users Association
	<b>School:</b>	Mesa County Valley School District #51
	<b>Pest:</b>	Grand River Mosquito Control District

# Site Location Map



Printed: 11/23/2016

1 inch = 716 feet



# Aerial Photo Map



0 0.05 0.1 Miles

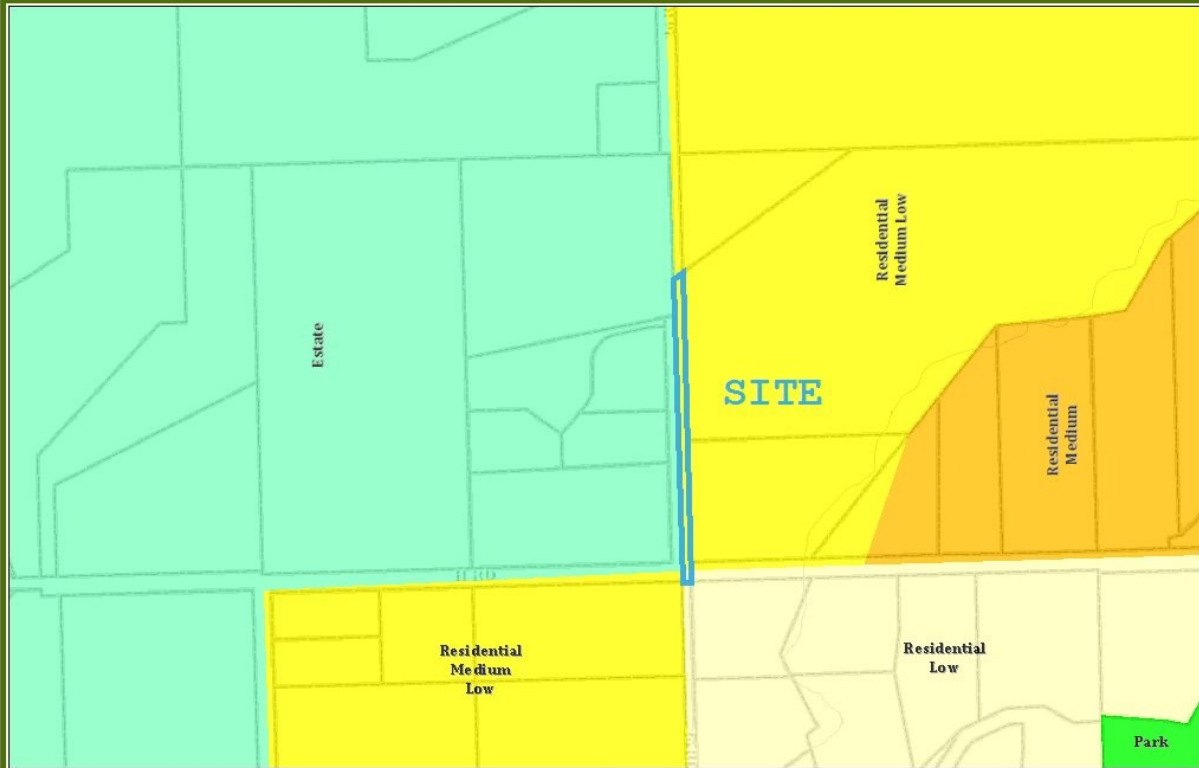
Printed: 11/23/2016

1 inch = 179 feet





# Comprehensive Plan Future Land Use Map

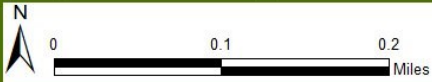
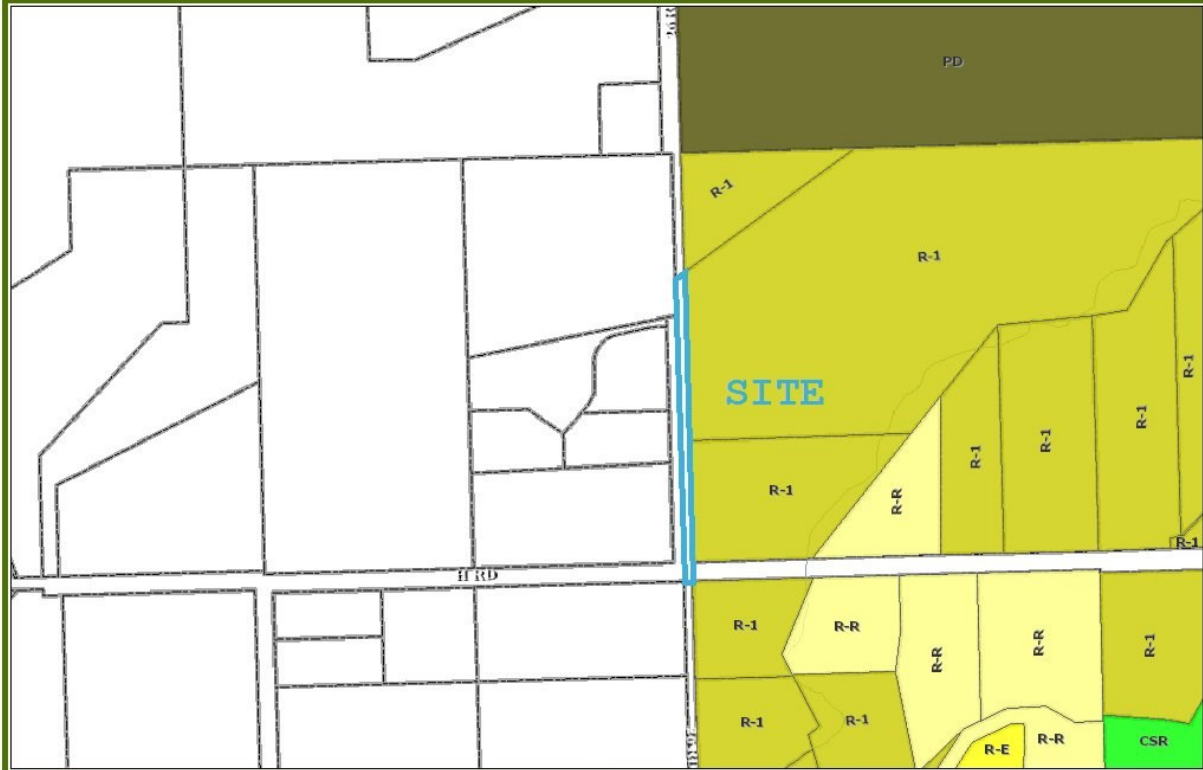


Printed: 11/23/2016

1 inch = 358 feet



# Existing Zoning Map



Printed: 11/23/2016

1 inch = 358 feet





**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION ACCEPTING A PETITION  
FOR THE ANNEXATION OF LANDS  
TO THE CITY OF GRAND JUNCTION, COLORADO,  
MAKING CERTAIN FINDINGS,  
AND DETERMINING THAT RIGHT-OF-WAY KNOWN AS THE  
FREEDOM HEIGHTS ANNEXATION, APPROXIMATELY 0.640 ACRES OF PUBLIC  
RIGHT-OF-WAY FOR 26 ROAD  
LOCATED NORTH OF H ROAD, IS ELIGIBLE FOR ANNEXATION**

WHEREAS, on the 7<sup>th</sup> day of December, 2016, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

**FREEDOM HEIGHTS ANNEXATION**

A certain parcel of land lying in the Southwest Quarter (SW 1/4) of Section 26, Township 1 North, Range 1 West, Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Southwest corner of said Section 15 and assuming the West line of the SW 1/4 of said Section 26 bears N 00°00'10" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, N 00°00'10" W along the West line of the SW 1/4 of said Section 26, a distance of 919.50 feet; thence N 53°55'04" E, a distance of 37.12 feet to a point on the West line of the Pomona Park Annexation, City of Grand Junction Ordinance No. 2825, as same is recorded in Book 2138, Page 814, Public Records of Mesa County, Colorado; thence S 00°00'10" E, along said West line, a distance of 941.33 feet to a point on the South line of the SW 1/4 of said Section 26; thence S 89°55'47" W, along said South line, a distance of 30.00 feet, more or less, to the Point of Beginning.

CONTAINING 27,913 Sq. Ft. or 0.640 Acres, more or less, as described.

WHEREAS, a hearing on the petition was duly held after proper notice on the 18<sup>th</sup> day of January, 2017; and

WHEREAS, the Council has found and determined and does hereby find and determine that said petition is in substantial compliance with statutory requirements therefore, that one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; that a community of interest exists between the territory and the City; that the territory proposed to be annexed is urban or will be urbanized in the near future; that the said territory is integrated or is capable of being integrated with said City;

that no land held in identical ownership has been divided without the consent of the landowner; that no land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; and that no election is required under the Municipal Annexation Act of 1965.

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

The said territory is eligible for annexation to the City of Grand Junction, Colorado, and should be so annexed by Ordinance.

ADOPTED the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Attest:

\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
City Clerk

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ANNEXING TERRITORY TO THE  
CITY OF GRAND JUNCTION, COLORADO**

**FREEDOM HEIGHTS ANNEXATION**

**APPROXIMATELY 0.640 ACRES OF PUBLIC RIGHT-OF-WAY FOR 26 ROAD**

**LOCATED NORTH OF H ROAD**

**WHEREAS**, on the 7<sup>th</sup> day of December, 2016, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

**WHEREAS**, a hearing on the petition was duly held after proper notice on the 18<sup>th</sup> day of January, 2017; and

**WHEREAS**, the City Council determined that said territory was eligible for annexation and that no election was necessary to determine whether such territory should be annexed;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:**

That the property situate in Mesa County, Colorado, and described to wit:

**FREEDOM HEIGHTS ANNEXATION**

A certain parcel of land lying in the Southwest Quarter (SW 1/4) of Section 26, Township 1 North, Range 1 West, Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Southwest corner of said Section 15 and assuming the West line of the SW 1/4 of said Section 26 bears N 00°00'11" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, N 00°00'10" W along the West line of the SW 1/4 of said Section 26, a distance of 919.50 feet; thence N 53°55'04" E, a distance of 37.12 feet to a point on the West line of the Pomona Park Annexation, City of Grand Junction Ordinance No. 2825, as same is recorded in Book 2138, Page 814, Public Records of Mesa County, Colorado; thence S 00°00'10" E, along said West line, a distance of 941.33 feet to a point on the South line of the SW 1/4 of said Section 26; thence S 89°55'47" W, along said South line, a distance of 30.00 feet, more or less, to the Point of Beginning.

CONTAINING 27,913 Sq. Ft. or 0.640 Acres, more or less, as described.

be and is hereby annexed to the City of Grand Junction, Colorado.

**INTRODUCED** on first reading on the 7<sup>th</sup> day of December, 2016 and ordered published in pamphlet form.

**ADOPTED** on second reading the \_\_\_\_ day of \_\_\_\_\_, 2017 and ordered published in pamphlet form.

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President of the Council

Attest:

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City Clerk



**Grand Junction City Council**

**Regular Session**

**Item #5.a.**

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**Meeting Date:** January 18, 2017

**Presented By:** Scott D. Peterson, Sr. Planner      **Submitted By:** Scott D. Peterson, Sr. Planner

**Department:** Admin - Community Development

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**Information**

**SUBJECT:**

Resolution No. 11-17 - A Resolution Approving Master Plan 2017 for St. Mary's Hospital and Environs, Located at 2635 North 7th Street

**RECOMMENDATION:**

The Planning Commission recommended approval of Master Plan 2017 for St. Mary's Hospital at their December 13, 2016 meeting.

**EXECUTIVE SUMMARY:**

A request to approve an Institutional and Civic Master Plan for St. Mary's Hospital for properties that they own on a total of 51 +/- acres. The Plan sets forth the vision for planned upgrades, improvement and expansion to St. Mary's facilities and campus area for the next 5 years.

**BACKGROUND OR DETAILED INFORMATION:**

In an effort to avoid approving hospital expansions in a piecemeal fashion and at the direction of the Grand Junction Planning Commission, St. Mary's Hospital prepared its first Master Plan in 1995. The purpose of the Plan was to set forth the vision for upgrades, improvements and expansions to St. Mary's facilities and campus area over a 5-year period and to allow the Planning Commission an opportunity to consider the proposed improvements in a comprehensive manner.

In 2000, St. Mary's submitted a second Master Plan. During that same year the Zoning

and Development Code was revised to include a formal process for Institutional and Civic Master Plans giving final approval authority to the City Council. Since that time all new Master Plans for St. Mary's and other institutions are required to go through the same process to be reviewed by the Planning Commission and approved by the City Council. The purpose of a master plan review process is to provide an opportunity for the early review of major institutional and civic facilities that provide a needed service to the community, but might impact the surrounding neighborhood. The master plan review allows the City, through a public process, to assess any impacts early in the review process and direct the applicant on how best to address the impacts.

Master Plan 2011, which constitutes the current Master Plan for St. Mary's Hospital proposed no major changes to the hospital campus with the exception of completing four (4) unfinished floors in the patient tower and remodeling several departments in older areas of the hospital.

Master Plan 2017 proposes the following construction projects over the upcoming 5-years:

- Continue with the interior remodeling of several departments in the older areas of the hospital, including electrical infrastructure.
- Demolish the Farrell Building (2320 N. 7th Street) and also the building at 2323 N. 7th Street and replace with landscaping improvements.
- Renovation and new construction of an additional 40,000 sq. ft. (2-floors) for the Cardiac Center of Excellence.
- New construction of an additional 14,000 sq. ft. for the Hybrid Operating Room.
- Study the idea of constructing an additional 51,000 sq. ft. (2-floors) for the Laboratory and Pharmacy expansions. The construction is anticipated within 5-years, but an actual date is not yet determined, so this expansion might be delayed until Master Plan 2022.

Master Plan 2017 for St. Mary's Hospital, if approved, would be valid for a period of five (5) years, until the year 2022.

### **FISCAL IMPACT:**

While there is no immediate fiscal impact with the approval of the master plan, as the upgrades, improvements, and expansions occur there will be positive economic impact for the community.

### **SUGGESTED MOTION:**

I MOVE to (approve or deny), Resolution No. 11-17 - A Resolution Approving Master Plan 2017 for St. Mary's Hospital and Environs, Located at 2635 North 7th Street.

## **Attachments**

1. Planning Commission Staff Report



Date: November 23, 2016

Author: Scott D. Peterson

Title/ Phone Ext: Senior Planner/1447

Proposed Schedule: Planning

Commission Meeting: December 13,

## PLANNING COMMISSION AGENDA ITEM

**Subject:** Master Plan 2017 for St. Mary's Hospital, Located at 2635 N. 7<sup>th</sup> Street

**Action Requested/Recommendation:** Forward a Recommendation to City Council of an Institutional and Civic Master Plan for St. Mary's Hospital

**Presenter(s) Name & Title:** Scott D. Peterson, Senior Planner

### Executive Summary:

A request to approve an Institutional and Civic Master Plan for St. Mary's Hospital for properties that they own on a total of 51 +/- acres.

### Background, Analysis and Options:

In an effort to avoid approving hospital expansions in a piecemeal fashion and at the direction of the Grand Junction Planning Commission, St. Mary's Hospital prepared its first Master Plan in 1995. The purpose of the Plan was to set forth the vision for upgrades, improvements and expansions to St. Mary's facilities and campus area over a 5-year period and to allow the Planning Commission an opportunity to consider the proposed improvements in a comprehensive manner.

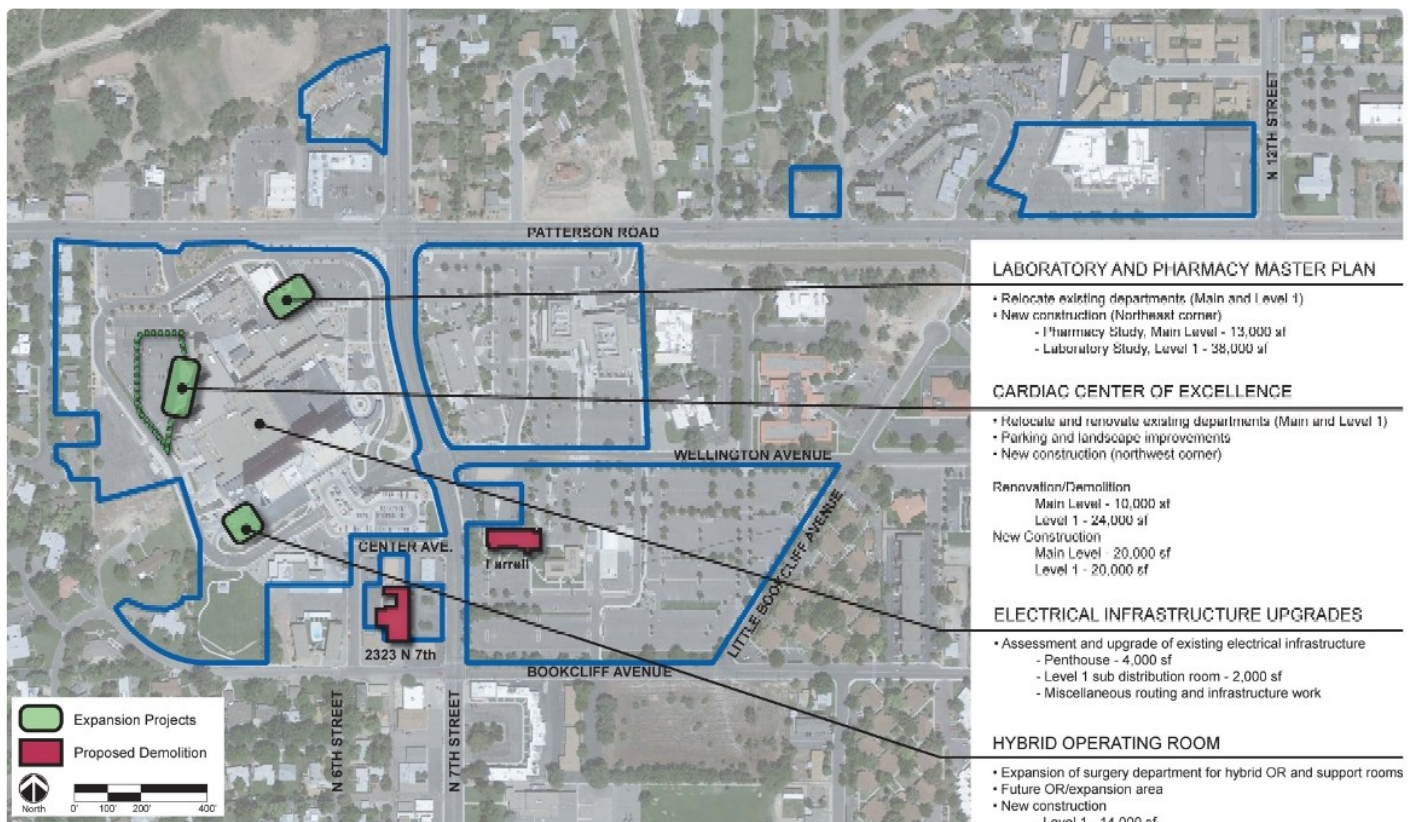
In 2000, St. Mary's submitted a second Master Plan. During that same year the Zoning and Development Code was revised to include a formal process for Institutional and Civic Master Plans giving final approval authority to the City Council. Since that time all new Master Plans for St. Mary's and other institutions are required to go through the same process to be reviewed by the Planning Commission and approved by the City Council. The purpose of a master plan review process is to provide an opportunity for the early review of major institutional and civic facilities that provide a needed service to the community, but might impact the surrounding neighborhood. The master plan review allows the City, through a public process, to assess any impacts early in the review process and direct the applicant on how best to address the impacts.

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- New construction of an additional 14,000 sq. ft. for the Hybrid Operating Room.
- Study the idea of constructing an additional 51,000 sq. ft. (2-floors) for the Laboratory and Pharmacy expansions. The construction is anticipated within 5-years, but an actual date is not yet determined, so this expansion might be delayed until Master Plan 2022.



St. Mary's Hospital and Medical Center 2017 Master Plan Projects

Master Plan 2017 for St. Mary's Hospital, if approved, would be valid for a period of five (5) years, until the year 2022.

**Neighborhood Meeting:**

A Neighborhood Meeting was held on September 1, 2016 with 25 area residents along with representatives from St. Mary's Hospital, applicant's consultant and City Project

Manager in attendance. No major objections to the proposed upcoming development projects for St. Mary's were received at the meeting. Comments received from the public can be found in the Master Plan 2017 document within the Appendix (attached). The applicant also conducted a separate Neighborhood Meeting on August 23, 2016 for the residents of the Mira Vista Road neighborhood immediately to the west of the hospital to have an open dialog for identification of concerns and impacts that the hospital may have adjacent to the residential neighborhood.

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

Master Plan 2017 for St. Mary's Hospital will help maintain the Grand Valley as being a regional provider of health care services/medical center by serving all of western Colorado and southeast Utah which implements the following goals and policies from the Comprehensive Plan.

**Goal 4:** Support the continued development of the downtown area of the City Center into a vibrant and growing area with jobs, housing and tourist attractions.

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

**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 Master Plan 2017 for St. Mary's Hospital furthers the goals of the Economic Development Plan by supporting and facilitating access and expansion of the health care industry within the Grand Valley as St. Mary's Hospital is a vital economic partner within the community by providing medical services and employment. The expansion of the health care industry is also a key economic development component to maintain Grand Junction's status as a regional center.

**Board or Committee Recommendation:**

There is no other committee or board recommendation.

**Financial Impact/Budget:**

N/A.

**Other issues:**

There are no other issues identified.

**Previously presented or discussed:**

This has not been previously discussed by the Planning Commission.

**Attachments:**

1. Staff Report/Background Information
2. Master Plan 2017 document
3. Resolution

<b>BACKGROUND INFORMATION</b>			
<b>Location:</b>		2635 N. 7 <sup>th</sup> Street	
<b>Applicant:</b>		Dan Prinster, Vice President of Business Development, St. Mary's Hospital	
<b>Existing Land Use:</b>		Hospital/Clinic	
<b>Proposed Land Use:</b>		Same	
<b>Surrounding Land Use:</b>	<b>North</b>	Commercial	
	<b>South</b>	Commercial & Residential	
	<b>East</b>	Medical Office/Clinic	
	<b>West</b>	Residential	
<b>Existing Zoning:</b>		PD, (Planned Development) (B-1, Neighborhood Business default)	
<b>Proposed Zoning:</b>		N/A	
<b>Surrounding Zoning:</b>	<b>North</b>	B-1, (Neighborhood Business); R-O, (Residential Office); R-4, (Residential – 4 du/ac)	
	<b>South</b>	R-O, (Residential Office); B-1, (Neighborhood Business); R-5, (Residential – 5 du/ac)	
	<b>East</b>	B-1, (Neighborhood Business); R-16, (Residential – 16 du/ac)	
	<b>West</b>	R-4, (Residential – 4 du/ac)	
<b>Future Land Use Designation:</b>		Business Park Mixed Use	
<b>Zoning within density range?</b>		X	Yes
			No

**Section 21.02.190 (c) of the Grand Junction Zoning and Development Code:**

In reviewing a Master Plan, the decision-making body shall consider the following:

- (1) Conformance with the Comprehensive Plan and other area, corridor or neighborhood plans;

The Plan complies with the goals and policies of the Comprehensive Plan, specifically, Goals 4 & 12 by supporting the continued development of the City Center into a vibrant and growing area with jobs and also by being a regional provider of goods and services, in this case health care services.

Therefore, this criterion has been met.

- (2) Conformance with the Grand Valley Circulation Plan and general transportation planning requirements;

The Master Plan complies with the Grand Valley Circulation Plan and Transportation Engineering Design Standards (TEDS). Proper access was previously established by St. Mary's with the design and approval of the patient tower project in 2006 and there are no additional plans to provide for a new traffic study or change current access points to the hospital.

Therefore, the criterion has been met.

(3) Adequate parking, adequate stormwater and drainage improvements, minimization of water, air or noise pollution, limited nighttime lighting and adequate screening and buffering potential;

The Master Plan indicates that St. Mary's has an excess of required parking spaces for all their properties by over 500 spaces (Page 31 of Master Plan 2017). Also, existing detention facilities can handle the new increase in proposed building expansions, therefore, adequate off-street parking and stormwater/drainage improvements have been addressed. St. Mary's officials have also met with the residential neighborhood to the west to help address their concerns regarding existing and proposed developments for the hospital campus.

Therefore, this criterion has been met.

(4) Adequacy of public facilities and services; and

Adequate public facilities and services have been provided to the site that accommodates the needs of the hospital and also the public.

Therefore, this criterion has been met.

(5) Community benefits from the proposal.

Master Plan 2017 will provide numerous community benefits in the continued advancement of health care for the region as St. Mary's continues to add, remodel and update their existing facilities in the coming 5 years.

Therefore, this criterion has been met.

#### **FINDINGS OF FACT/CONCLUSIONS:**

After reviewing Master Plan 2017 for St. Mary's Hospital, FMP-2016-486 for an Institutional and Civic Facility Master Plan, the following findings of fact and conclusions have been determined:

3. The requested Institutional and Civic Facility Master Plan is consistent with the goals and policies of the Comprehensive Plan, specifically Goals 4 and 12.

4. The applicable review criteria in Section 21.02.190 (c) of the Grand Junction Zoning and Development Code have been met or addressed.

**STAFF RECOMMENDATION:**

I recommend that the Planning Commission forward a recommendation of approval of the Institutional and Civic Facility Master Plan 2017 for St. Mary's Hospital, FMP-2016-486 to the City Council with the findings of facts and conclusions listed above.

**RECOMMENDED PLANNING COMMISSION MOTION:**

Madam Chairman, on the Institutional and Civic Facility Master Plan 2017 for St. Mary's Hospital, FMP-2016-486, I move that the Planning Commission forward to the City Council a recommendation of approval with the findings of facts and conclusions listed in the staff report.

# Master Plan 2017

# St. Mary's Hospital and Medical Center

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Presented to  
City of Grand Junction

Prepared by  
Davis Partnership Architects



## Table of Contents

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# Executive Summary <sup>①</sup>

## 1.

# Executive Summary

St. Mary's Hospital has been an integral part of the Grand Junction community since 1896, and continues to serve as the focal point for sophisticated, quality healthcare on Colorado's Western Slope. The Hospital's 120 years of providing compassionate care for residents and visitors alike provide a solid foundation for continuing our role as a premier regional medical center.

This master plan also continues another tradition – working collaboratively with the City of Grand Junction to develop site and facility plans that may not only meet our forward-thinking goals but that also support the City's mandate to assure that residents have easy and safe access to our site and our services. Over the past 21 years, we've submitted and received approval for four master plans in 1995, 2000 and 2005 (amended in 2006) and

2011. This plan, Master Plan 2017, is one that has been shared with our neighbors and reviewed by our Board of Directors.

As we began work on Master Plan 2017, we were mindful of the fact that we had just completed the major expansion that was the focus of the 2006 master plan, which we called the Century Project. The \$277 million investment for the first phase of the project was a culmination of many years of thinking about what the community needed and then crafting a plan that brought it to reality. The final phases of the project involving an additional \$65 million focused on the unfinished floors in the patient tower. That effort was completed in 2016. The master plan documented the Hospital had no plans to make major changes to the campus during the life of the 2011 document. As 2017 approaches and funds are becoming

available, the Hospital has identified additional new projects for the coming 5 years.

We will continue to remodel several departments in older areas of the Hospital. The most significant upgrade will be to the electrical infrastructure throughout the main hospital facility. We also have plans to remodel the Advance Medical Pavilion as needed due to new equipment placement.

We plan on demolishing two buildings on campus, the Farrell Building and 2323 North 7th building. After demolition this will require some modifications to the landscape where the buildings have been standing. This work is targeted to be in the next five years, however for various reasons demolition may stretch into the next master plan update timeframe. This portion will be based on securing funds for this demolition process

We have major additions proposed for the next 5 years. The biggest addition is to the Cardiac Center of Excellence. There are plans to renovate, relocate and add additional square footage to both the main level and level 1. There are also plans to expand the surgery department to incorporate a new Hybrid Operating Room on level 1. This addition is expected to maintain the ED drop-off and parking on the main level. The last major expansion planned in the coming years is the Laboratory and Pharmacy. We will be renovating and expanding on both the main level and level 1.

While not a formal part of this master plan, St. Mary's has been looking into property acquisitions as they come forward.

St. Mary's commitment to the Western Slope remains unchanged. As hospitals in outlying areas add

## 1. Executive Summary

programs to serve their growing communities, St. Mary's maintains its role as the area's premier regional medical center by adding the next higher level of service. The result is a top quality healthcare for those who must travel great distances. We will continue planning for that next level of care, and thank all of those with whom we collaborate to assure that the facilities support that future.



St. Mary's Hospital and Medical Center

# Introduction <sup>②</sup>

## 2. Introduction

This year marks St. Mary's 120th anniversary of meeting the health and medical needs of area residents and visitors. The Hospital has undergone many changes during those years but has consistently focused on its role as Western Colorado's leading medical center. As medical technology grows increasingly complex, as consumers assume greater responsibility for their own health, and as the demand intensifies for highly skilled physicians and other caregivers, St. Mary's remains mindful of its role to provide facilities and services that support its mission and vision.

### **Our Mission**

**We reveal and foster God's healing love by improving the health of the people and communities we serve, especially those who are poor and vulnerable.**

### **Our Vision**

**We will serve as the premier regional medical center recognized for our compassion, integrity, and collaborative approach to meeting the unique needs of our patients.**

Located just minutes off Interstate 70, St. Mary's extended campus consists of 51 acres, most of which is located east and west of the intersection formed by two major arterials – 7th Street and Patterson Road. St. Mary's has been located at this site since 1949; the original 1949 building remains in operation today along with numerous additions and changes that began in 1959 and have continued to the present.

To continue our rich heritage and to advance our mission of improving the health of those we serve, St. Mary's is committed to developing thoughtful plans that encompass new services and programs as well as new facilities and a more efficient campus. These plans, which are reviewed by the Hospital's Board of Directors, as well as by the SCL Health leadership, are also submitted to the City of Grand Junction when they involve new construction or changes to the Campus.

St Mary's Hospital serves a broad geographical area that includes all of Western Colorado and portions of Southeastern Utah. St Mary's is located nearly equidistant from Denver and Salt Lake City. The campus is located at the intersection of two busy arterial streets so making St Mary's Hospital easy to get to. The campus is divided by 7th Street, with most outpatient activity and staff parking occurring on the newer east campus while the existing hospital and location of the Master Plan 2017 improvements are located on the west campus.

## 2. Introduction



Vicinity Map - St. Mary's Hospital and Medical Center



Grand Junction Location Map

# History of <sup>3</sup> Master Planning

### 3.

## History of Master Planning

### Master Plan 1995

St. Mary's received approval from the City of Grand Junction for the Hospital's first five-year master plan to accomplish the following:

- Integrated the newly purchased and remodeled Life Center and Family Practice Center at 12th and Patterson into St. Mary's extended campus.
- Expanded and remodeled select hospital services.
- Constructed the Grand Valley Surgical Center.
- Consolidated employee parking east of 7th Street.
- Enhanced campus safety by fencing sections of 7th Street to prevent pedestrians from crossing in the middle of the block.
- Modified the crosswalk marking

and signal timing at 7th and Patterson in cooperation with the City's Transportation Engineering Section.

- Improved the landscaping along Patterson Road near the employee parking lots.
- Added storm water detention capabilities and landscaping along Wellington Avenue, east of 7th Street.
- Increased the number of surface parking spaces west of 7th Street.

### Master Plan 2000

Five years later, St. Mary's gained approval for its second Master Plan which focused on decompressing the Hospital campus west of 7th Street by:

- Relocating high traffic outpatient services to the new Advanced Medicine Pavilion east of 7th

Street. Included among these services were a broad range of imaging (X-ray) services, cancer treatment programs (chemotherapy and radiation therapy), and laboratory services (including St. Mary's regional blood bank). Medical office space, for use by physicians in private practice, was also included in the Advanced Medicine Pavilion.

- Reorienting the main vehicular entrance to both the east and west campuses to the corner of 7th and Wellington.
- Construction of a 404-space parking garage on the west campus. The multi-level parking garage was part of an overall campus plan to increase the number of parking spaces directly adjacent to the Hospital to meet urgent, current demand as well as future needs.

- Adding parking spaces – for employees and outpatients – on the east campus to help reduce congestion on the west campus.
- Completing a "ring road" on the west campus that would allow traffic to access the entire west campus without exiting onto either Patterson Road or 7th Street.
- Demolishing the former Department of Health building. Located on Patterson Road, west of 7th Street, the Department of Health building had long outlived its usefulness, and plans were being made to relocate its functions to North Avenue and 29 ½ Road. Its purchase by St. Mary's, and subsequent demolition, would allow St. Mary's to complete the west campus ring road described above.



### 3. History of Master Planning

The first amendment to Master Plan 2000 sought approval for the following. Approval was granted on June 24, 2003.

- Adding surface parking north and west of the original Holy Family School Buildings. This amendment added 203 parking spaces, 167 of which were gated and are used by St. Mary's employees and 36 of which were not gated and are used by visitors to existing facilities on that site.
- Adding surface parking on the site to be vacated by Mesa County Health Department. Following the relocation of the Health Department, St. Mary's elected to raze the two-story building and put in its place a new parking lot with 93 spaces. The lot is used by patients and staff associated with St. Mary's medical office building (425 Patterson Road). In addition, some of the land was used to continue the ring road on the west side of the campus as proposed in Master Plan 2000.

- Relocating and reconfiguring the proposed parking garage southeast of the hospital building. As St. Mary's began to assess its future needs on the east campus, it became clear that the Hospital expansion described in Master Plan 2000 would not meet future needs; it was simply too small. As planning progressed, the Hospital found that the building addition (the primary focus of Master Plan 2005) should be located south – not west – of the existing hospital. This amendment allowed St. Mary's to build a 404-space parking garage following the removal of the information services building and the Saccomanno Education Center. This new plan allowed the helicopter hangar and landing pad to remain in its existing location.
- Constructing a new medical education center northwest of the Hospital and northeast of the Hospital's boiler plant. This

amendment allowed St. Mary's to build a new medical education center on a site that had been occupied by four small buildings. The new center was constructed to serve the education needs of physicians and hospital staff. Public education programs were relocated to other education facilities in the Life Center and in the Madden Building Friendship Room, where adequate parking is available.

The second amendment to Master Plan 2000 sought review of the following single item, and was approved on November 9, 2004.

- Provide a new vehicular entrance on Patterson Road, 387 feet east of the Mira Vista subdivision. The entrance would function as a full movement intersection and would be constructed in place of the former entrance shown in Master Plan 2000, directly adjacent to Mira Vista.

The third amendment to Master Plan 2000 was submitted in December 2005 and sought approval of projects that St. Mary's initiated to prepare for the Century Project:

- Constructed a utility tunnel between the central plant and the new hospital addition.
- Relocated the west campus site irrigation pump house and installed a new underground helicopter fuel tank.
- Revised and extended the new Grand Valley Irrigation Company 36" irrigation main pipeline and made final connections.
- Revised the ring road at the north end of St. Mary's Park, southwest of the Hospital.
- Constructed a temporary helicopter landing pad, storage facility, and crew quarters (mobile RV) on the east campus, directly east of the Madden Building. Removed the existing underground fuel tank.

### 3. History of Master Planning

- Demolished the existing landing pad and hangar.
- Constructed new, permanent ambulance entrance and canopy on the west side of the Hospital. Demolished the existing ambulance entrance canopy and closed the existing ambulance entrance.
- Constructed new underground storm water detention facilities in St. Mary's Park and prepared the park to serve as a construction staging area for the duration of construction. This project provided for permanent underground detention and dual use of the park area during construction. The park was later restored and improved.
- Demolished the existing outpatient and ambulatory emergency entrance (Entrance #2).
- Constructed temporary parking for construction personnel on the east campus.

- Excavated and shored for the hospital addition (patient tower) construction.

#### Master Plan 2005

(Updated in October 2006)

St. Mary's 2005 Master Plan, updated in October 2006 when the space programming was completed for the Century Project, was consistent with the City's growth plan, conformed with the City's Major Street Plan, and was reviewed with hospital neighborhood residents to assure continued compatibility with the surrounding neighborhood. At each of the seven neighborhood meetings—and at subsequent focus groups—St. Mary's presented its most current plan and answered forthrightly all of the questions posed. At the conclusion, there were no unresolved or contentious issues.

The accomplishments of the 2005/2006 Master Plan included:

- A 12-story, 434,000 sf tower (the

Century Project) on the west campus; the tower allowed a connection between the hospital and the 404-space parking garage that connects the parking garage to the main lobby of the Hospital. An important aspect of the Century Project was the relocation of the Careflight heliport to the roof of the patient tower. The new location has all but eliminated the irritants of noise and ground disturbance common to its previous location adjacent to the hospital and its temporary location on the east campus.

- A small addition to the west side of the hospital to accommodate a new MRI.
- New parking spaces near the new lobby, the emergency entrance, at the corner of Bookcliff and Little Bookcliff, and in a single level, covered parking structure adjacent to the main entrance.
- An upgraded central utility plant

with new boilers and chillers and emergency generators.

- New entrances to the hospital, to the emergency department, and for ambulances.
- The vacation of City Market Pharmacy, which was previously accessed at Entrance 5.
- Exterior patio spaces adjacent to the new cafeteria and to the conference center.
- The acquisition of an office building on Center Avenue, between 6th and 7th Streets, that was used by FCI/McCarthy as a contractor office. It was vacated in November 2010 and was demolished.
- The acquisition of a building at 2323 N. 7th Street to house the hospital's business office. St. Mary's has no plans to enlarge the building or reconfigure anything on the exterior.
- The acquisition and demolition of an office building on the east

### 3. History of Master Planning

campus, south of Wellington; the site is landscaped by the hospital and is not used for parking. The demolition of the building opened up the site and improved sight lines for turning vehicles at the intersection of 7th and Wellington.

- New public shelter in St. Mary's Park.
- Twenty new security call boxes, bringing the total to 26, on campus. The new security call boxes were added as we expanded parking capacity throughout the campus.

Subsequent to receiving approval for Master Plan 2005/06, some of the Century Project's internal floor plans changed. These changes had no impact on the Master Plan. In summary, the project expanded the emergency services, lobby and cafeteria on the main (ground) level. Twelve new operating rooms were built on the first floor with state of the art support equipment and designed

to expand to 16 rooms if needed. An entirely new 32 bed critical care unit occupied the third floor. New labor and delivery, postpartum and neonatal intensive care units occupied the sixth and seventh floors. The final floor to be completed was the orthopedic unit on the eighth floor. The difference in floor to floor heights between new and old meant that levels two, four and five were needed for ceiling height or medical support floors. The remaining top four floors were left shelled to accommodate the future relocation of units from older parts of the hospital campus.

The culmination of this work was the Century Project—a major addition to St. Mary's that allows the Hospital to be replaced on site in a thoughtful way. It was a project that builds on the significant capital investment that St. Mary's has made on the east and west campuses and that medical staff members have made near the campuses.

### Master Plan 2011

The Century Project was a major expansion to St. Mary's Hospital and a huge investment in the community, therefore the 2011 Master Plan had no plans to make major changes to the campus. There was one well attended public meeting to discuss the master plan and the hospital in general.

The accomplishments of the 2011 master plan were:

- The completion of unfinished floors in the patient tower.
- The remodel of several departments in older areas of the Hospital.
- Landscape changes where the demolition of a small building on Center Avenue between 6th and 7th occurred.
- While not a formal part of the 2011 master plan, St. Mary's had been working to consolidate various parcels on the Hospital campus during this time frame.

- Grand Valley Transit added new stops at the Advanced Medicine Pavilion and at Lot F on the east campus.
- The hospital has allowed the bus to come into the Life Center parking lot which allows traffic on Patterson to proceed unimpeded.

The following map depicts the St Mary's property (owned) as indicated in the 3rd quarter of 2016.

### 3. History of Master Planning



St. Mary's Hospital and Medical Center Property

4

## The Current Situation and Inventory of Sites



## 4.

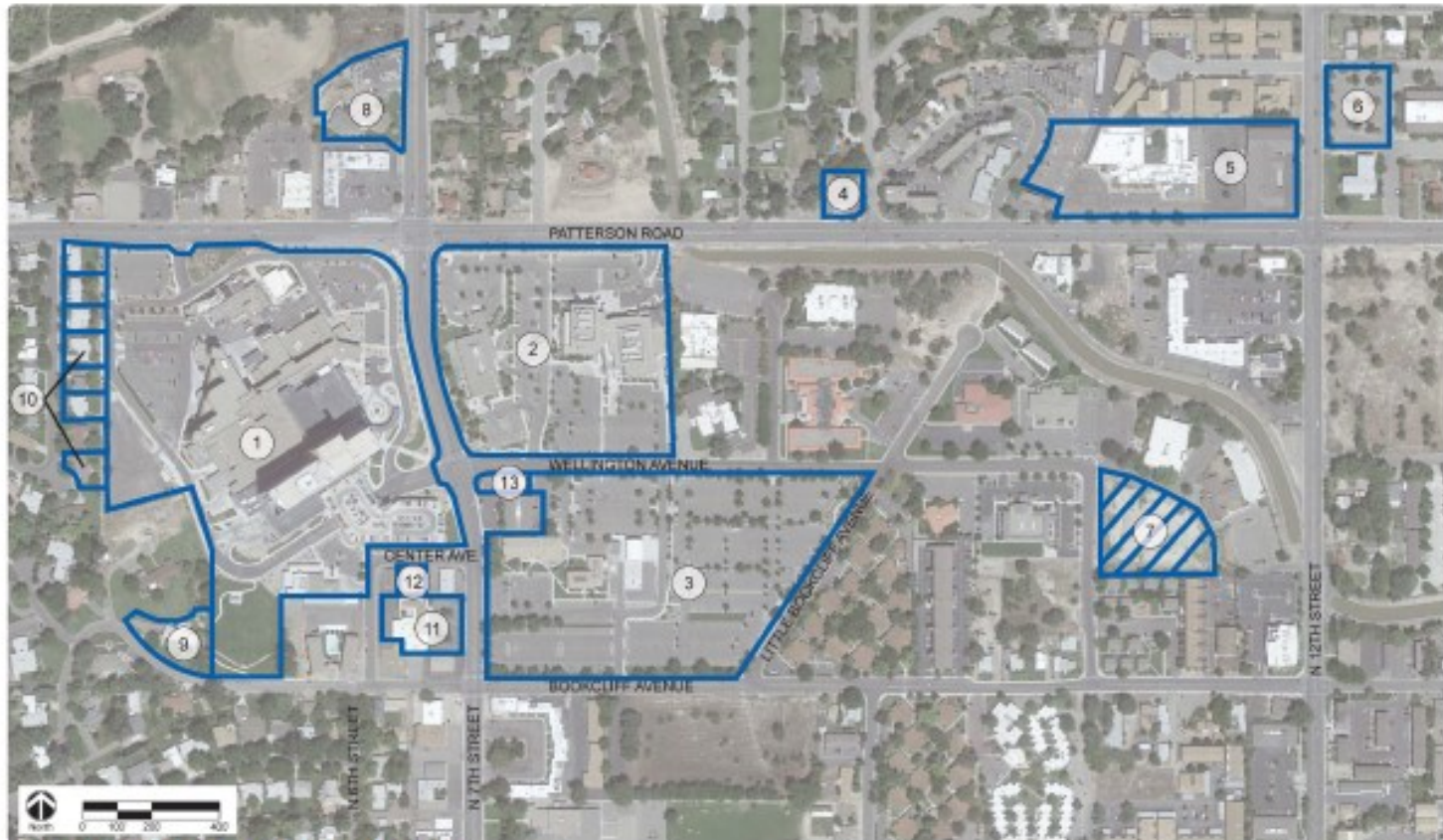
# The Current Situation and Inventory of Sites

St. Mary's 51-acre campus is located on both sides of the intersection formed by two major arterials—7th Street and Patterson Road. Access to the site east of 7th Street occurs primarily at the traffic signal at 7th and Wellington and secondarily on Patterson Road about one block east of 7th Street. Access to the west side of the campus is similar, occurring at 7th and Wellington as well as off Patterson Road about one block west of 7th Street. While vehicular traffic is significant on both 7th Street and on Patterson Road, the reduction of five curb cuts that St. Mary's initiated prior to 2005 has enhanced both pedestrian and vehicular safety.

Land use in the surrounding area continues to be varied, including single- and multiple-family residences, medical and commercial offices, and retail businesses. The site is in an urban setting and is well served by all major utilities, including sanitary sewer, storm sewer, water, natural gas, power, telephone, and cable TV. The hospital is a major user of all of these utilities. Steps had been taken over the past twenty years on St. Mary's campuses for the increases in utility use. These steps are most recognizable in the upgrading and underground placement of utilities in both 7th Street and in Patterson Road.

The following map depicts the 12 parcels or groups of parcels that comprise St. Mary's extended campus. Parcel 8 is a combination of Parcels 8 and 9 (as shown in the 2006 Master Plan Update) and Parcels 11, 12, and 13 have been added since the 2006 Master Plan Update. Descriptions of each parcel may be found on the following page. Parcel 6 is owned by Bookcliff Baptist Church and leased by St. Mary's for weekday parking. All other parcels highlighted on this map are owned by the Sisters of Charity of Leavenworth - SCL Health Systems.

4. The Current Situation and Inventory of Sites



**St. Mary's Hospital and Medical Center Parcel Map**

Parcel 7, as shown in the previous master plans, was sold and is shown as hatched.

#### 4. The Current Situation and Inventory of Sites

##### Ownership Parcel Summary

Parcel	Address	Description	Parcel Numbers	Site Area
1	2635 N. 7th Street	The west hospital campus, southwest corner of the intersection formed by 7th Street and Patterson Road.	2945-112-28-001	20.53 acres
2	700 and 750 Wellington Avenue	The east hospital campus, southeast corner of the 7th Street and Patterson Road intersection, houses the Grand Valley Surgical Center and the Advanced Medicine Pavilion.	2945-111-38-000, 2945-111-38-012, 2945-111-41-001, 2945-111-41-971	9.00 acres
3	7th Street between Wellington and Bookcliff Avenues	Former Immaculate Heart of Mary church property. Farrell and Madden Buildings now house hospital support functions (e.g., public relations, planning, marketing). Site is also used for employee parking.	2945-111-42-001	11.60 acres
4	Patterson and 26 3/4 Roads	Employee parking lot	2945-024-19-002	0.40 acres
5	1100/1160 Patterson	St. Mary's Life Center and St. Mary's Family Practice and Family Medicine Residency Program.	2945-024-23-002, 2945-024-23-002	4.25 acres
6	East of North 12th off Patterson	Parking lot owned by Bookcliff Baptist Church and leased by St. Mary's for weekday parking.	n/a	1.00 acres
8	605 26 1/2 Road	Rose Hill Hospitality House (St. Mary's guest house for patients' families) and 20 new parking spaces.	2945-023-32-003	1.65 acres
9	536 Bookcliff Drive	Former Schmidt property.	2945-112-28-003	0.54
10	2624, 2604, 2562, 2563, 2552, 2542, 2532, & 2512 Mira Vista Road	Residences owned by St. Mary's and permanently occupied by Sisters or temporarily occupied by new employees or contract professionals associated with the hospital.	2945-112-11-001, 2945-112-11-002, 2945-112-11-003, 2945-112-11-004, 2945-112-11-005, 2945-112-11-006, 2945-112-11-008	1.52 acres
11	2323 N. 7th Street	St. Mary's Business Office (formerly Primary Care Partners)	2945-111-00-107	0.79 acres
12	2339 N. 7th Street	Vacant Lot	2945-111-01-002	0.15 acres
13	2356 N. 7th Street	Vacant Lot	2945-111-02-004	0.14 acres
<b>Total Acreage</b>				<b>51.57 acres</b>

Parcel 7, as shown in the previous master plans, was sold and is no longer listed in this chart.



4. The Current Situation and Inventory of Sites

**Building Coverage**

The following chart includes building expansion numbers as known existing in the 3rd quarter of 2016. Reference page 18 for Parcel Map information.

Parcel	Site Area (in acres)	Site Area (in sf)	Existing Site Coverage	% of Existing Site
1	20.53	894,287	306,032	34%
2	9.00	392,040	59,766	15%
3	11.60	505,296	14,123	3%
4	0.40	17,424	120	1%
5	4.25	185,130	62,948	34%
6	1.00	43,560	41,075	94%
8	1.65	71,874	8,149	11%
9	0.54	23,522	5,671	24%
10	1.52	66,211	14,214	21%
11	0.79	34,412	19,899	46%
12	0.15	6,534	-	0%
13	0.14	6,098	-	0%
<b>Totals</b>	<b>51.57</b>	<b>2,246,389</b>	<b>527,997</b>	<b>24%</b>

Parcel 7, as shown in the previous master plans, was sold and is no longer listed in this chart.

#### 4. The Current Situation and Inventory of Sites

##### Floor Area Ratio

The Floor Area Ratio (FAR), which is used to illustrate density, is the ratio between building area and site area.

The following chart includes FAR numbers as known existing in the 3rd quarter of 2016. Reference page 18 for Parcel Map information.

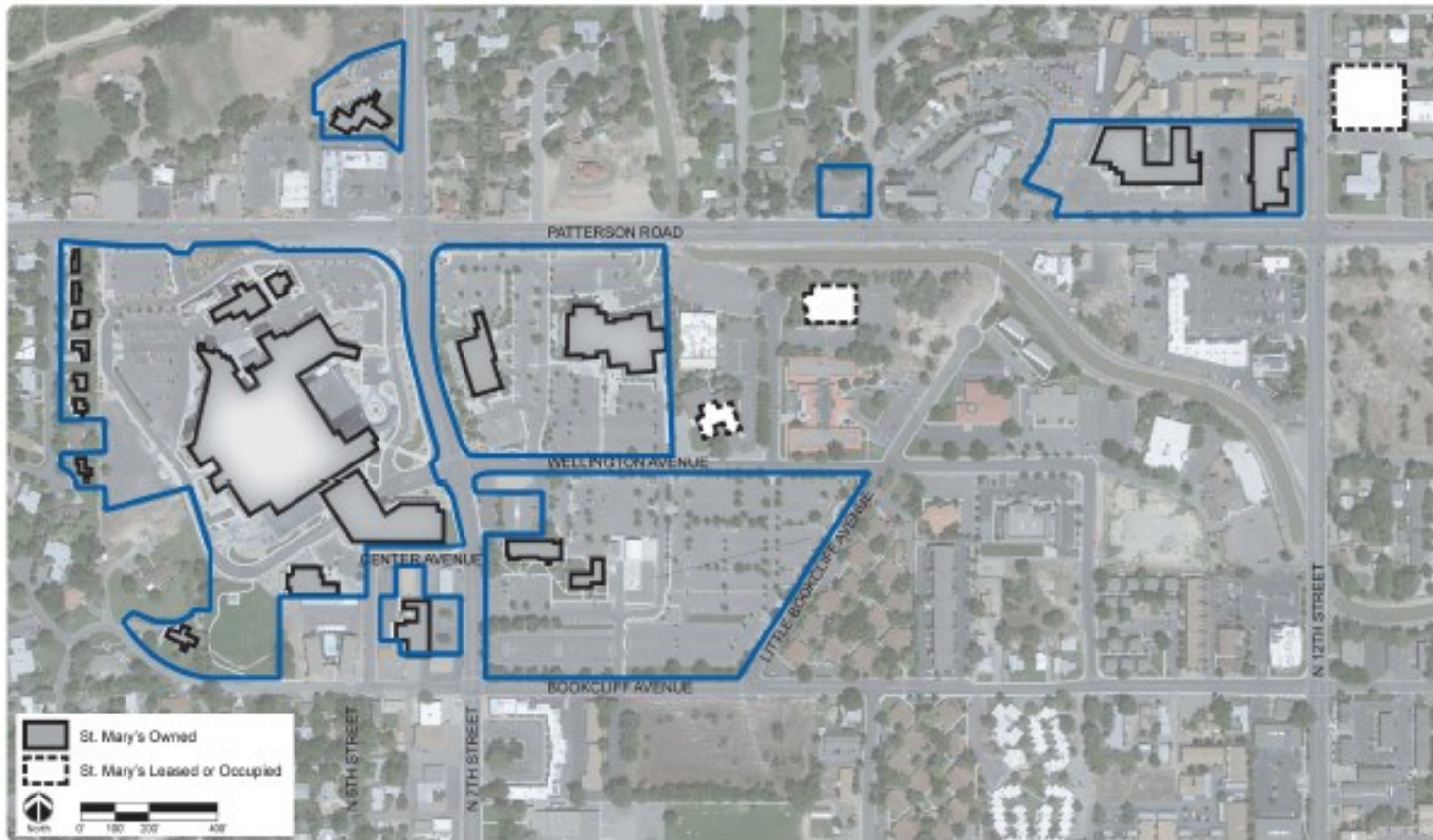
Parcel	Site Area (in acres)	Site Area (in sf)	Existing Bldg Fix Area (in sf)	Floor Area Ratio as %
1	20.53	894,287	1,019,254	114%
2	9.00	392,040	140,000	36%
3	11.60	505,296	16,777	3%
4	0.40	17,424	108	1%
5	4.25	185,130	87,731	47%
6	1.00	43,560	-	0%
8	1.65	71,874	6,672	9%
9	0.54	23,522	3,092	13%
10	1.52	66,211	5,671	9%
11	0.79	34,412	19,899	58%
12	0.15	6,534	-	0%
13	0.14	6,098	-	0%
<b>Totals</b>	<b>51.57</b>	<b>2,246,389</b>	<b>1,299,203</b>	<b>57%</b>

Parcel 7, as shown in the previous master plans, was sold and is no longer listed in this chart.

#### 4. The Current Situation and Inventory of Sites

##### Occupied St. Mary's Buildings

Existing campus buildings owned by St. Mary's are illustrated on the following map. Also shown are nearby, off-campus based offices and office condominiums partially owned by St. Mary's or leased/occupied.



**Master Plan** <sup>5</sup>  
**2017**

## 5.

# Master Plan 2017

Like most hospitals built more than sixty years ago, St Mary's has experienced many additions as demand grew and needs changed. Growth has been significant throughout the Grand Valley and is expected to continue into the future. The population growth has brought significant increase in patient activity at St. Mary's and has had a direct impact on the future expansion plans in this document.

St. Mary's serves patients from all over the United States, most are residence of Western Colorado and Southeast Utah. Although the majority live in Mesa County, St Mary's must take into account residents of these other areas as it plans for the future. St. Mary's patient distribution shows that the hospital serves as the regional referral center and is the only tertiary care hospital between Denver and Salt Lake City.

### Master Plan 2017

#### Preparing to Meet the Challenges of the Next Five Years:

As the deadline for Master Plan 2017 was approaching, St Mary's began planning for the next phase of activity on the campus. It was determined there was a need for projects to be implemented to continue to meet the needs of the community and Staff. Reference page 28 for additional information and page 45 for building massing. The following projects are the goals for development over the next five years:

#### Cardiac Center of Excellence – Renovation and New Construction

Located in/off of 1985 building, northwest corner of main campus Construction is anticipated to begin in 2017/2018.

The Cardiac Center of Excellence (CCE) includes relocated existing departments, renovation and new construction in the existing 1985 building on the northwest corner of the main campus. The cardiac program will be moved from Level 1 down to the new CCE on the Main Level (ground level) relocating the Cardiac Short Stay, Cardiac Testing, and Cath Labs 1, 2 and 3 and related support areas (offices, storage, staff lockers and gowning space, etc.). Programs currently existing on the Main Level (Nuclear Medicine, Cardiac Outpatient Rehab, Wound Care, Hyperbaric Medicine and miscellaneous offices) will be relocated and/or renovated as a part of the CCE. The project will consist of the following:

#### Renovation/Demolition

- Main Level 10,000 SF
- Level 1 24,000 SF

#### New Construction

- Main Level 20,000 SF
- Level 1 20,000 SF

The Cardiac Center of Excellence addition will require changes to the existing parking lot. There will be a new patient drop-off provided, reconfiguration of existing parking and a modification to the loading dock vehicle access. It is anticipated there will be approximately 40-60 parking space removed due to the new addition. The campus has an excess of parking so this quantity loss will not require replacement. Relocation of storm sewer, sanitary sewer and potential dry utility lines are also anticipated. Site modifications will include regrading, repaving and drainage improvements. Landscape upgrades are anticipated in the disturbed areas and any new parking islands.

### Hybrid Operating Room – Addition

A Hybrid OR is larger size than other ORs to house more advanced equipment. This will be located at southwest corner of Surgery Department. Construction is anticipated to begin in 2017/2018

The Hybrid OR addition involves an expansion to the Surgery department on Level 1. The addition will be located on the southwest corner of the existing Surgery department and will include a Hybrid OR, supporting program including a control room, an equipment room, and associated Sterile Storage space. There will also be design and construction accommodating future additional operating rooms in this same addition. The addition is expected to maintain the ED drop-off and parking on the Main Level below. The project will consist of the following:

- New Construction**
- Level 1 14,000SF

### Laboratory and Pharmacy Master Plan Study – Future Addition and Relocation

This is located at the northeast corner of main hospital, near the 1949 and 1959 building's – Main Level and Level 1. The construction is anticipated within 5 years but an actual date is not yet determined.

The Laboratory and Pharmacy relocations and addition are identified as the next priority after the Cardiac Center project. One master plan study located the future pharmacy on the Main Level infilling space between wings of the 1949 and 1959 buildings. Above this location is the study's future Laboratory located on Level 1, infilling space between wings of the 1949 and 1959 buildings, expanding across the drive and including demolition or incorporation of the existing St. Mary's Education Annex building. Both the Pharmacy and the Laboratory are being considered as a future design and construction work in an effort to accommodate a

move toward automated equipment, processing and work flows and a need for additional square feet.

There will be a need to provide some supportive site work at the time of this addition.

- New Construction**
- Pharmacy study**
- Main Level 13,000 SF

- Laboratory study**
- Level 1 – 38,000 SF

### Electrical Infrastructure Upgrades

Located throughout 1949, 1959, 1968, 1973, 1985, 1994 buildings. Construction is expected to begin in 2017.

The facility Electrical Infrastructure Upgrades work includes extensive assessment of the existing systems and condition of equipment, routing, panels, etc. The construction involved in these upgrades includes a new

mechanical room space located by the 1985 building on the Level 2 roof and the existing mechanical room. This additional room will house the Main Electrical Room, the Emergency Electrical Room and all associated equipment and routing and be fed from the Central Utility Plant. Renovation of existing space (below the new mechanical room) on Level 1 is included in this scope to house the Sub-Distribution Electrical Room and associated equipment. This room will distribute power from the Main Electrical Room to three designated portions for the building.

The scope of this job also includes assessing and providing rerouting/organization or contingency plans for existing end-of-life equipment and existing routing and panels.

- Mechanical Room Addition**
- 4,000 SF
- Sub-Distribution Room**
- Level 12,000 SF



## 5. Master Plan 2017

### Miscellaneous routing and infrastructure work

- Unknown SF

### Miscellaneous Interior Renovations and Equipment Upgrades

St. Mary's is often in design or renovation of existing interior spaces in the main hospital and in other buildings on campus. Equipment needs to be upgraded (this sometimes requires modifications to the space the equipment is located within or near, too).

### Advance Medical Pavilion Miscellaneous Interior Renovations

Located in the northeast corner of the Advance Medical Pavilion Building on Level 2.

MRI Equipment Replacement 1,000 SF internal work with ~1,000 SF of rooftop equipment and membrane

upgrades associated with the equipment replacement work described below. This will include installation of equipment through the exterior wall to the east and minor landscape replacement after installation. A barrier will be added on the north exterior wall to discourage pedestrians from approaching the building in this location for safety.

### RF and Digital X-Ray Equipment Replacement

Located in the center of the Advanced Medical Pavilion Building on Level 2.

Scope includes ~1,500 SF of interior renovation for the equipment replacement in two imaging rooms on Level 2 of the Advanced Medical Pavilion. This work may include structural assessment and upgrade and therefore access from the ceiling grid in the space below. There will be no exterior renovation involved in this work.

### Various Demolition and Additions Mentioned

St. Mary's is often in design or renovation of existing interior spaces and is considering the following projects within the 5 year Master Plan pending additional funding.

**Retail Pharmacy considered at front entrance (#1)**

**Demolition of Farrell Building**

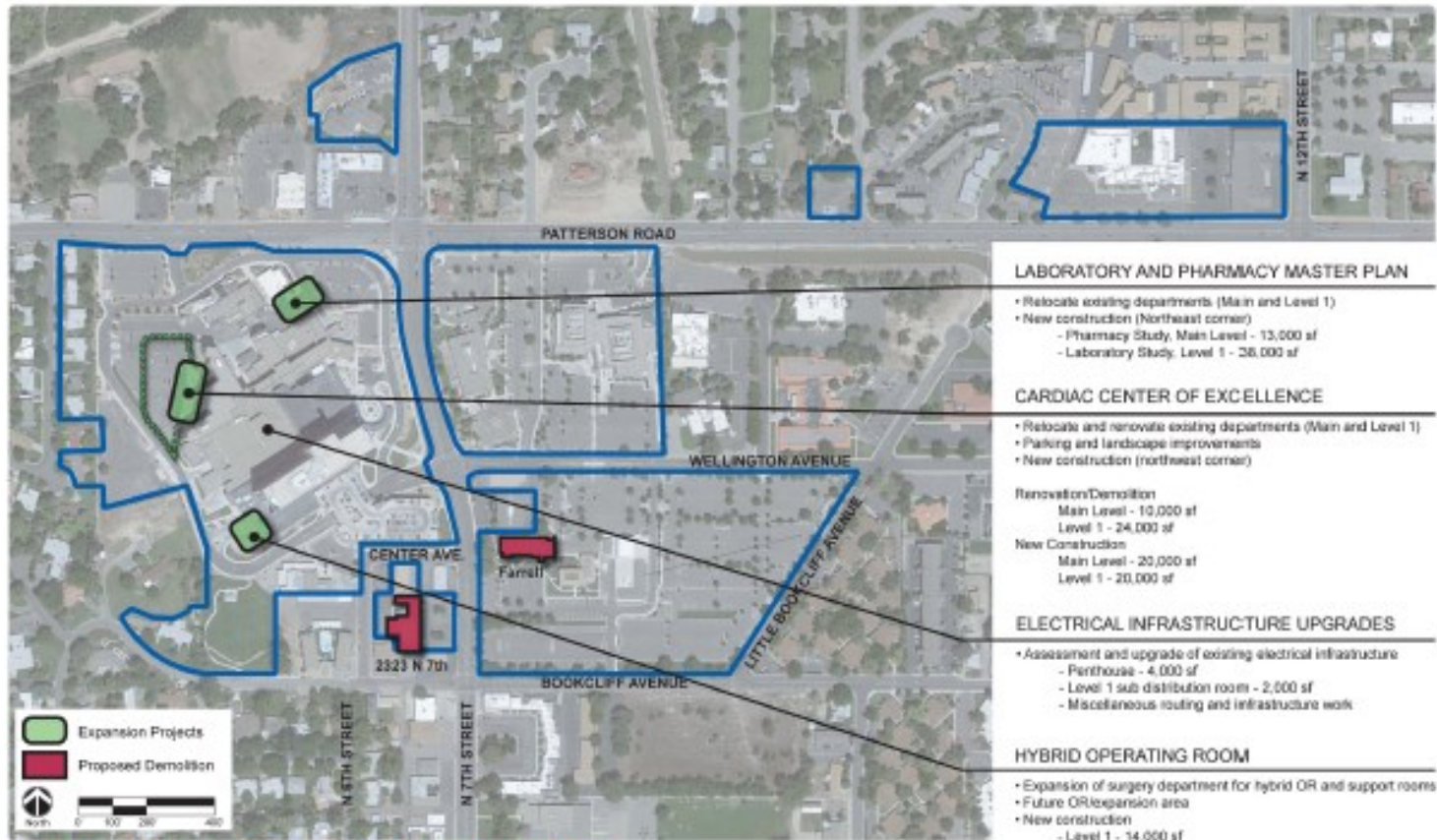
**Demolition of 2323 North 7th**

### Master Plan 2017 Public Outreach

To assure that area residents were updated to our recent accomplishments and our Master Plan 2017 proposed projects, St Mary's held a neighborhood meeting on September 1, 2016. The setting was an open house format where residents could come at their leisure and view the concept plans and speak to staff and consultants regarding the individual projects. Attendance

consisted of approximately 25 people. The issues that the hospital's neighbors raised and the graphic presentations shown at the meeting are included in the Appendix of this document.

A copy of the presentation that St. Mary's made at the neighborhood meeting is appended to this document.



**LABORATORY AND PHARMACY MASTER PLAN**

- Relocate existing departments (Main and Level 1)
- New construction (Northeast corner)
  - Pharmacy Study, Main Level - 13,000 sf
  - Laboratory Study, Level 1 - 26,000 sf

**CARDIAC CENTER OF EXCELLENCE**

- Relocate and renovate existing departments (Main and Level 1)
- Parking and landscape improvements
- New construction (northwest corner)

Renovation/Demolition  
Main Level - 10,000 sf  
Level 1 - 24,000 sf

New Construction  
Main Level - 20,000 sf  
Level 1 - 20,000 sf

**ELECTRICAL INFRASTRUCTURE UPGRADES**

- Assessment and upgrade of existing electrical infrastructure
  - Penthouse - 4,000 sf
  - Level 1 sub distribution room - 2,000 sf
  - Miscellaneous routing and infrastructure work

**HYBRID OPERATING ROOM**

- Expansion of surgery department for hybrid OR and support rooms
- Future OR/expansion area
- New construction
  - Level 1 - 14,000 sf

St. Mary's Hospital and Medical Center 2017 Master Plan Projects



### Parking

Providing adequate parking was a major focus of Master Plans 2000 and 2005/06. In 2000, we identified an immediate shortage of 300 parking spaces that were forecast to worsen as the hospital served and employed more people. The proposed solution was multi-faceted and involved adding surface parking on the east campus and a 404-space parking garage on the west campus. Because the surface parking was designated primarily for employees, the Hospital sought—and received—a variance to the City's requirement that employee parking spaces be within 1,000 feet of the entrance to the Hospital. In total, St. Mary's has added nearly 900 parking spaces to accommodate employees, physicians, patients, visitors, vendors, and volunteers since 2000.

The map on the following page shows the location of 2,277 spaces on St. Mary's main campus. As Master Plan 2017 was being developed, we revisited the parking demand

completed in 2011 to make sure the new city requirements and existing spaces would meet future demand. As the positive variance shows, St. Mary's will not need additional parking spaces as part of the Master Plan 2017. Some parking will be removed as a result of building expansion and those numbers are reflected in the 2018 parking year on the following chart. At the time of this Master Plan, the proposed building remodel and expansions will only result in 27 additional full time employees (FTEs).

Additionally most employees park to the south and east of 7th and Wellington Street. The ultimate goal is for the employee parking protocol to require all employees to park there, including, nighttime staff.

Excluded from this assessment are 20 new spaces north of the main campus that were added at Rose Hill Hospitality House and 80 employee spaces in the "ATM lot" at 12th and Patterson.

### Traffic Analysis

We were required, as part of Master Plan 2005, to provide a traffic study to evaluate the impact of the new hospital addition on vehicular traffic surrounding the campus. That analysis was submitted and approved following the implementation of two new Patterson Road right-turn lanes in place—the right-turn lane to St. Mary's Patterson Road entrance, and the right-turn lane for Patterson eastbound to southbound 7th Street.

Because St. Mary's is not proposing any major changes to the campus in the next five years, the City did not require a new traffic analysis for Master Plan 2011. The changes anticipated in the Master Plan 2017 are also determined not to require an additional traffic analysis.



**St. Mary's Hospital and Medical Center Parking**  
Map depicts the location and quantity of individual parking lots on campus.

5. Master Plan 2017

		2017		2018		2019		2020		2021		2022	
PARKING (reference page 30 for parking lot locations)		Total Demand		Total Demand		Total Demand		Total Demand		Total Demand		Total Demand	
Hospital	1 space per 2 beds <sup>(1)</sup>	299 beds	150	299 beds	150	299 beds	150	299 beds	150	299 beds	150	299 beds	150
	1 space per 1 employee	791	791	791	791	791	791	791	791	791	791	791	791
Farrell <sup>(2)</sup>	1 space per 400 sf	9,126 sf	23	9,126 sf	23	-	-	-	-	-	-	-	-
Madden	1 space per 400 sf	7,600 sf	19	7,600 sf	19	7,600 sf	19	7,600 sf	19	7,600 sf	19	7,600 sf	19
Marillac Clinic	1 space per 250 sf	17,000 sf	68	17,000 sf	68	17,000 sf	68	17,000 sf	68	17,000 sf	68	17,000 sf	68
Medical Office Building (MOB)	Med Office Space: 1 space per 250 sf	41,146 sf	165	41,146 sf	165	41,146 sf	165	41,146 sf	165	41,146 sf	165	41,146 sf	165
	Office Space: 1 space per 400 sf	3,854 sf	10	3,854 sf	10	3,854 sf	10	3,854 sf	10	3,854 sf	10	3,854 sf	10
Annex <sup>(3)</sup>	0 spaces per 400 sf	5,600 sf	-	5,600 sf	-	5,600 sf	-	5,600 sf	-	5,600 sf	-	5,600 sf	-
Advanced Medicine Pavilion <sup>(4)</sup>	Med Office Space: 1 space per 250 sf	92,741 sf	370	92,741 sf	370	92,741 sf	370	92,741 sf	370	92,741 sf	370	92,741 sf	370
	Office Space: 1 space per 400 sf	15,259 sf	38	15,259 sf	38	15,259 sf	38	15,259 sf	38	15,259 sf	38	15,259 sf	38
Grand Valley Surgery Center & Dialysis	1 space per 250 sf	32,000 sf	128	32,000 sf	128	32,000 sf	128	32,000 sf	128	32,000 sf	128	32,000 sf	128
Totals	Total Demand	1,762		1,762		1,739		1,739		1,739		1,739	
	Total Supply	2,277		2,277		2,277		2,277		2,277		2,277	
	Excess Parking	515		515		538		538		538		538	

**Footnotes**

- (1) Reflects number of staffed beds
- (2) Assuming Farrell and 2323 N 7th are Demolished by 2019
- (3) Annex is for internal use only and therefore requires no additional parking spaces
- (4) The Advanced Medicine Pavilion is 108,000 total sf

### Open Space and Urban Trails

St. Mary's has long supported the city's urban trails program. Master Plan 2000 accomplished a number of projects that improved safety for bike riders and for pedestrians in and around the Hospital's campus. St. Mary's site layout supports the circumnavigation of the site by patients and visitors to promote a pedestrian friendly campus environment. Access to public mass transit Grand Valley Transportation (GVT) is accommodated at two stops on the campus for staff and clients. GVT provides both regular and para-transit options to the SMH campus. To relieve traffic along the Patterson Road corridor SMH provides GVT passes to staff which also offsets parking needs on campus. As the campus density increases SMH will analyze the development of additional parking on campus against increased utilization of public transit. Future planning at SMH will continue to acknowledge all forms of access and circulation (pedestrian, bike, vehicular, public transit) planning in relation to

current applicable codes as adopted by state / local officials. In addition, St. Mary's has continued to maintain St. Mary's Park at the southwest corner of the campus for the enjoyment of area residents and employees.

### Drainage and Storm Water Management

The increase in the amount of developed hard surface acreage on the east and west campuses that occurred as part of Master Plan 2000 required a substantial increase in storm water management capabilities. Those needs were met by a combination of an upgrade to the surface detention basin in St. Mary's Park and construction of two underground detention systems on the east campus. An amendment to Master Plan 2000 called for constructing new underground storm water detention facilities in St. Mary's Park which was completed in 2006.

The surface detention basin located in St. Mary's Park was determined to be inadequate to accommodate

the needs of the west campus on completion of the Century Project. However, underground detention satisfied the requirements for detention, and at the same time, provided dual use of the site—initially, for contractor staging during construction as well as storm water detention, and finally, for an improved park surface for recreation in addition to underground detention. The engineering studies for the underground detention concluded that underground detention was the preferred solution.

Per the Final Drainage Report, unless we develop more than 1 acre of impervious surface we will not be required to add additional detention. The Master Plan 2017 will not trigger a need for additional drainage or storm water management.

### Utilities

St. Mary's, together with the City of Grand Junction, reinstalled all major utilities underground along 7th Street, from Patterson Road to Center

Avenue, and along Patterson Road, from Mira Vista Road to 7th Street. This resulted in new utility piping and conduit for water, sanitary sewer, storm sewer, power, cable TV and telephone. In addition, it created a cleaner, more attractive environment along Patterson Road and 7th Street, and it has provided a safer site for both pedestrians and vehicles.

As part of Master Plan 2005, St. Mary's made significant upgrades to its central utility plant, adding new boilers and chillers and emergency generators. These upgrades allowed St. Mary's to increase its capacity as well as provide for necessary redundancy for critical hospital equipment. This upgrade also allowed for future expansion of the Hospital's physical plant on the existing site.

The Century Project provided domestic water (both City and Ute), fire protection water (City) and power services from new distribution hubs in both the upgraded central plant and in the hospital. We looped the site with both domestic water piping and fire

protection water piping and provided new fire hydrants as prescribed by the Grand Junction Fire Department. We installed a new underground storm water detention system beneath the surface of St. Mary's Park, providing for both increased storm water capacity and for a reconstructed, more people-friendly park. As part of the Century Project, St. Mary's also constructed a new utility tunnel on site, allowing underground transport for major utilities (steam, chilled water, normal and emergency power, and medical gases) from the central utility plant to the new addition.

The only utility changes anticipated as part of the Master Plan 2017 include and update to the main hospital electrical infrastructure upgrades and the relocation of the sanitary sewer and storm line due to the Cardiac Center of Excellence addition.



5. Master Plan 2017



**St. Mary's Hospital and Medical Center Parcel Map**  
Parcel 7, as shown in the previous master plans, was sold and is shown as hatched.

5. Master Plan 2017

**Master Plan 2017  
Building Coverage**

Note that Master Plan 2017 anticipates minor changes in site coverage for St. Mary's campuses.

There is no independent building construction proposed for any of the 12 parcels. Some parcels will include building expansion as described within the Master Plan 2017 section. The following chart indicates the Master Plan 2017 site coverage. Reference page 33 for Parcel Map information.

Parcel	Site Area (in acres)	Site Area (in sf)	Master Plan 2017 Site Coverage	% of Existing Site
1	20.53	894,287	364,032	40%
2	9.00	392,040	59,766	15%
3	11.60	505,296	14,123	3%
4	0.40	17,424	120	1%
5	4.25	185,130	62,948	34%
6	1.00	43,560	41,075	94%
8	1.65	71,874	8,149	11%
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10	1.52	66,211	14,214	21%
11	0.79	34,412	19,899	46%
12	0.15	6,534	-	0%
13	0.14	6,098	-	0%
<b>Totals</b>	<b>51.57</b>	<b>2,246,389</b>	<b>585,997</b>	<b>26%</b>

Parcel 7, as shown in the previous master plans, was sold and is no longer listed in this chart.

5. Master Plan 2017

**Master Plan 2017  
Floor Area Ratio**

The Floor Area Ratio (FAR), which is used to illustrate density, is the ratio between building area and site area.

Note that an increase of density is proposed as part of Master Plan 2017 and is described within the section. St Mary's anticipates an additional 105,000 sf of building on the west campus. The following chart indicates Master Plan 2017 FAR. Reference page 33 for Parcel Map information.

Parcel	Site Area (in acres)	Site Area (in sf)	Master Plan 2017 Bldg Fix Area (in sf)	Floor Area Ratio as %
1	20.53	894,287	1,124,254	126%
2	9.00	392,040	140,000	36%
3	11.60	505,296	16,777	3%
4	0.40	17,424	108	1%
5	4.25	185,130	87,731	47%
6	1.00	43,560	-	0%
8	1.65	71,874	6,672	9%
9	0.54	23,522	3,092	13%
10	1.52	66,211	5,671	9%
11	0.79	34,412	19,899	58%
12	0.15	6,534	-	0%
13	0.14	6,098	-	0%
<b>Totals</b>	<b>51.57</b>	<b>2,246,389</b>	<b>1,404,204</b>	<b>63%</b>

Parcel 7, as shown in the previous master plans, was sold and is no longer listed in this chart.



# Planning Approvals <sup>6</sup>

## 6.

# Planning Approvals

Throughout Master Plan 2000, St. Mary's requested approval for each work element from the Planning Commission as a final plan. As a result, we submitted over ten Final Plans for review by the Planning Commission. For Master Plan 2005, however, we requested that individual elements of the Plan be submitted and reviewed by the Planning Commission as part of a Preliminary Plan, and that the Final Plan(s) for those individual work elements be administratively reviewed and approved by the Community Development Staff. This enabled St. Mary's to accomplish detailed planning for certain elements (for example, remodel design and construction) at the appropriate time, rather than all at once, at the outset of the project. This model will continue with the 2017 Master Plan with the Final Plan(s) for those individual work elements be administratively reviewed and approved by the Community Development Staff.

# Concept Plan Drawings <sup>⑦</sup>

## 7.

# Concept Plan Drawings

Concept plan drawings are presented on the following pages beginning with a site plan showing the general locations of the expansions. We also have some massing diagrams that were shown to the neighborhoods.



## 7. Concept Plan Drawings

### Master Plan 2017 Proposed Projects

This image depicted an initial planning effort based on optimal square foot needs and location of renovation/expansion.



Master Plan 2017 Proposed Projects

7. Concept Plan Drawings

Master Plan 2017  
Proposed Projects

These images depict preliminary massing of potential expansion for both the Cardiac Center of Excellence and Hybrid Operating Room. This is not intended to represent architectural design.



St. Mary's Hospital and Medical Center Cardiac Center of Excellence



St. Mary's Hospital and Medical Center Hybrid Operating Room

# Summary <sup>8</sup>



## 8. Summary

St. Mary's has now occupied all floors of the tower addition as was first noted as part of the Century Project more than six years ago. That project was the culmination of the hospital's long-term commitment to Grand Junction and to the entire service area. As hospitals in outlying areas add programs to serve their growing communities, St. Mary's has maintained its role as the area's premier regional medical center by adding the next higher level of service. The result is a diminishing number of service area residents who must travel great distances for health care.

This master plan update was approved in September of 2017 by the St. Mary's Board of Directors. Master Plan 2017 is a continuation of the five-year plans that were a collaborative process between the City and the Hospital. In developing the plan, St. Mary's acknowledges the generous support of the community as well as the helpful input from the City's planning staff, and respectfully seeks approval of this updated plan.



St. Mary's Hospital and Medical Center

# Appendix

## Appendix

A neighborhood meeting was held on September 1, 2016 in an open house setting at the hospital's fifth floor Saccomanno Education Center conference room. 193 invitations were mailed out and approximately 25 neighbors attended. There were representatives from the hospital, the City and the consultant team. The format had two manned stations with boards describing the 5-year plans for work on the St Mary's Hospital and Medical Center main campus.

Copies of the presentation boards, attendance sheets, and neighborhood comments are included within this appendix. The following are some additional general comments/questions that were discussed at the individual stations with the responses after.

### Responses from questions raised during the Neighborhood

**Meeting include:** September 1, 2016 related to the Master Site Plan

1. **Are any of these projects going to happen for sure?**

**Answer:** Some of these projects such as the demolition of some of the buildings might not happen during this five (5) year planning period. However, it is more than likely that the construction of the cardiovascular program, construction of the hybrid operating room, and some sort of expansion associated with either the lab or the pharmacy will happen over the next five years.

2. **Will parking remain underneath the emergency department?**

**Answer:** Yes the parking will remain under the emergency department. The hybrid operating room expansion actually takes place on the level above the emergency room and should not reduce any of the parking for the emergency room.

3. **Is the hybrid used for trauma?**

**Answer:** Yes the hybrid operating room can be used for trauma. However, it is predominately used for vascular and cardiac procedures where they use a combination of stents and open procedures to care for veins, arteries and components of the heart.

4. **What will you do once you demolish the buildings?**

**Answer:** We will demolish the building and just return them to landscaping as we have done on the southeast corner of 7th and Wellington and on the vacant lot within the mid-block of Center Street between 6th and 7th.

5. **Will you have to close the street for demolition of the building south of St. Mary's?**

**Answer:** The building south of St. Mary's that is planned for demolition is 2323 North 7th. That building is in the middle of the block. We don't anticipate having to close any streets but there will be an impact on traffic as they are doing the demolition.

## Appendix

6. How long will the demolition of this building take?

**Answer:** We are not sure but we are not talking about a complex demolition. Previous demolitions have only taken a couple of days. This building might take a little longer.

7. What are the building services in these buildings that are being demolished?

**Answer:** 2323 North 7th is currently vacant and just used for storage. The Farrell building is currently being used for storage and for a computer training room. The computer lab will be replaced elsewhere on the campus.

8. Is there a sequence for these projects?

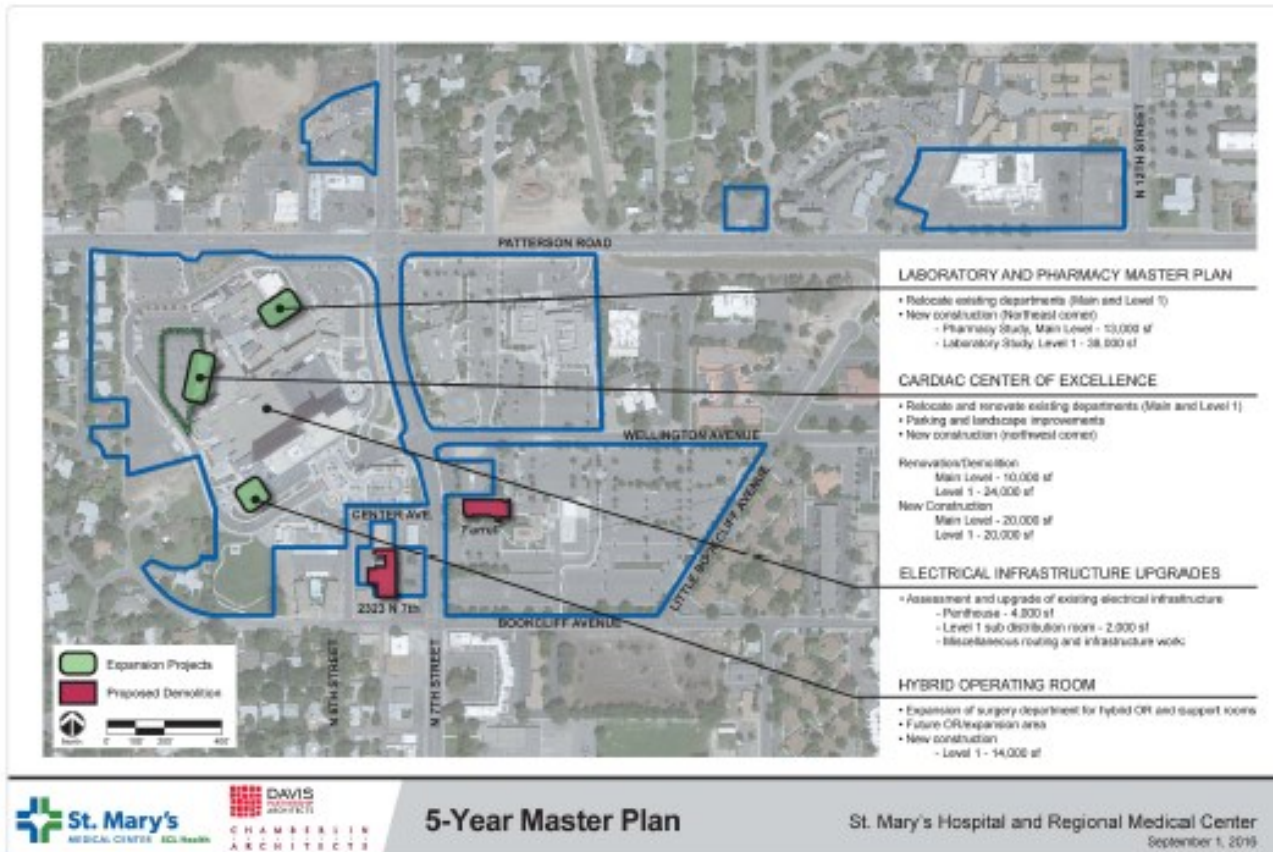
**Answer:** The first project we would like to commence is the expansion for the cardiovascular services and the hybrid operating services which we would like to commence construction in 2017. The Lab and Pharmacy will be towards the latter end of the five year period but no specific timeline is set. The demolition of 2323 North 7th Street and Farrell Building will probably take place later in the five year planning period as well.

9. Will an addition be made to the parking structure?

**Answer:** The parking structure was not designed to go up any further so there is no opportunity for an addition to the parking structure.

10. Will you be expanding east of the pavilion?

**Answer:** At this time we have no plans to expand the building and/or campus east of its current boundary next to the Pavilion.



Informational Board Presented at Sept. 1, 2016 Neighborhood Meeting



**CARDIAC CENTER OF EXCELLENCE**

- Relocate and renovate existing departments (Main and Level 1)
- Parking and landscape improvements
- New construction (northwest corner)

Renovation/Conversion  
 Main Level - 19,000 sf  
 Level 1 - 24,000 sf  
 New Construction  
 Main Level - 20,000 sf  
 Level 1 - 20,000 sf

**HYBRID OPERATING ROOM**


- Expansion of surgery department for hybrid OR and support rooms
- Future OR/Expansion area
- New construction
- Level 1 - 14,000 sf

**5-Year Master Plan**


St. Mary's Hospital and Regional Medical Center  
 September 1, 2016

Informational Board Presented at Sept. 1, 2016 Neighborhood Meeting

Appendix

 <p style="text-align: center;"><b>Neighborhood Meeting</b> Thursday, September 1, 2016 5:30 pm Saccamanno Education Rm 1</p>		
Name (Print)	Address	Signature
Jim i Dek Staran	2552 W 7th Street	<i>Jim Staran</i>
Kelly Morrison	590 Walnut	<i>Kelly Morrison</i>
Don Bunkhede	540 Cedar Ave	<i>Don Bunkhede</i>
Traci Osuna	800 Dehan Way Suite	<i>Traci Osuna</i>
Galina Olsen	510 Bookcliff Dr	<i>Galina Olsen</i>
Alex & Amy Acapre	402/406 Bookcliff #105	<i>Alex Acapre</i>
Richard Hurd	2352 W. 7th St suite D	<i>Richard Hurd</i>
Robert R. Orr	2700 G.Rd. 12A	<i>Robert R. Orr</i>
Richard W. Schell	2305 No. 7th	<i>Richard W. Schell</i>
David Berry	530 Hall Ave	<i>David Berry</i>
Christine Cox	580 Bookcliff #2	<i>Christine Cox</i>
Gil Madison	2525 N. 8th	<i>Gil Madison</i>
Scott Peterson	City Prunus	<i>Scott Peterson</i>
Samantha Sample	580 Bookcliff Ave	<i>Samantha Sample</i>

Attendance Sheets from Sept. 1, 2016 Neighborhood Meeting

 <p style="text-align: center;"><b>Neighborhood Meeting</b> Thursday, September 1, 2016 5:30 pm Saccamanno Education Rm 1</p>		
Name (Print)	Address	Signature
Jane Firrellay	42 Bookcliff Dr	<i>Jane Firrellay</i>
Glen Dean	2525 N 8th Grand Junction Co	<i>Glen Dean</i>
Leanne Delug	307 Bookcliff Ct	<i>Leanne Delug</i>
Nicole Johnson	346 Belaire	<i>Nicole Johnson</i>
Angela Lema		<i>Angela Lema</i>
Bob Hawks	602 Bookcliff	<i>Bob Hawks</i>
Pen Wagon	310 Cedar Ct	<i>Pen Wagon</i>
John Wilcott	550 Cedar Ave	<i>John Wilcott</i>
Linda Jones	604 Walnut	<i>Linda Jones</i>

Appendix

St Mary's 2017 Master Plan  
 Neighborhood Meeting - September 1, 2016, 5:30 PM



Attendee Name:	Kelly McFinnice
Address:	90 Walnut
Phone/Email (optional):	McFinnice - newgreen@upmc.com
Comment (optional):	<p>Parking/Traffic in Residential area South of hospital (6th Street, Cedar, Walnut)</p> <p>→ people are respectful, but street parking limited →</p>

Neighborhood Comments from Sept. 1, 2016 Neighborhood Meeting

St Mary's 2017 Master Plan  
 Neighborhood Meeting - September 1, 2016, 5:30 PM



Attendee Name:	Traci Downie
Address:	806 DeLeon Way Fruita (mailing)
Phone/Email (optional):	970 270 1100 traci-downie@academy mortgage.com
Comment / Concern:	<p>I own 2 couple condos behind the parking garage in Villa Del Oro (500 Brookcreek Ave) I am wondering if there is a contact person that is in charge of housing for travelling nurses or if there are any other housing needs that might benefit from my contact information?</p>



Appendix

St Mary's 2017 Master Plan  
Neighborhood Meeting - September 1, 2016, 5:30 PM



Attendee Name: Nicole Cannan
Address: 346 Belaire
Phone/Email (optional)
Comment / Concern: <u>city</u> 1. People turn into Peria Vista thinking it's St M's E.R. entrance. 2. lines on Patterson don't go far enough west for left turn onto Peria Vista.

Neighborhood Comments from Sept. 1, 2016 Neighborhood Meeting

**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING MASTER PLAN 2017 FOR  
ST. MARY'S HOSPITAL AND ENVIRONS**

**LOCATED AT 2635 NORTH 7<sup>th</sup> STREET**

Recitals

St. Mary's Hospital has submitted to the City, Master Plan 2017 for the development of the hospital and the lands near to it that are dedicated to the provision of patient services.

Master Plan 2017 proposes the interior remodeling of several departments in the older areas of the hospital, including electrical infrastructure. Demolition of the Farrell Building (2320 N. 7<sup>th</sup> Street) and also the building at 2323 N. 7<sup>th</sup> Street. Renovation and new construction of an additional 40,000 sq. ft. (2-floors) for the Cardiac Center of Excellence. New construction of an additional 14,000 sq. ft. for the Hybrid Operating Room and the study the idea of constructing an additional 51,000 sq. ft. (2-floors) for the Laboratory and Pharmacy expansions. The construction and addition to the laboratory and pharmacy is anticipated within 5-years, but an actual date is not yet determined, so this expansion might be delayed until Master Plan 2022.

The Institutional and Civic Facility Master Plan process as defined in Section 21.020.190 of the Zoning and Development Code provides an opportunity for the early review of major institutional and civic facilities that provide needed service to the community. In accordance with this section of the Code, Master Plans such as that advanced by St. Mary's Hospital are now specifically encouraged and recognized as important planning tools. In this case the adopted plan as it is amended over time will be a guiding document on which both the community and the hospital can rely for many years to come.

In 2017, St. Mary's Hospital is celebrating 121 years of serving the health and medical needs of area residents and visitors. St. Mary's Hospital currently owns and consists of numerous properties that make up a total of 51 acres.

St. Mary's campus and associated properties are zoned Planned Development.

On the 13<sup>th</sup> day of December, 2016, the Grand Junction Planning Commission, having heard and considered the request, found the criteria of the Code to have been met, and recommends that Master Plan 2017 for St. Mary's Hospital be approved.

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

Master Plan 2017 for St. Mary's Hospital is approved and more particularly described in Community Development Division file number FMP-2016-486.

Master Plan 2017 will be valid for five (5) years until 2022

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
City Clerk