

To access the Agenda and Backup Materials electronically, go to www.gjcity.org



**CITY COUNCIL AGENDA
MONDAY, JUNE 18, 2018
250 NORTH 5TH STREET
5:15 PM – PRE-MEETING – ADMINISTRATION CONFERENCE ROOM
6:00 PM – REGULAR MEETING – CITY HALL AUDITORIUM**

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

Call to Order, Pledge of Allegiance, Moment of Silence

Proclamations

Proclaiming the week of June 17, 2018 as St. Baldrick's Foundation Week in the City of Grand Junction

Proclaiming July 2018 as Parks and Recreation Month in the City of Grand Junction

Proclaiming June 16 - June 24, 2018 as Grand Junction Pride Fest in the City of Grand Junction

Citizen Comments

Individuals may comment regarding items scheduled on the Consent Agenda and items not specifically scheduled on the agenda. This time may be used to address City Council about items that were discussed at a previous City Council Workshop.

Council Reports

CONSENT AGENDA

The Consent Agenda includes items that are considered routine and will be approved by a single motion. Items on the Consent Agenda will not be discussed by City Council, unless an item is removed for individual consideration.

1. Approval of Minutes

- a. Summary of the June 4, 2018 Workshop
- b. Minutes of the June 6, 2018 Regular Meeting

2. Set Public Hearings

All ordinances require two readings. The first reading is the introduction of an ordinance and generally not discussed by City Council. Those are listed in Section 2 of the agenda. The second reading of the ordinance is a Public Hearing where public comment is taken. Those are listed in Section 5 of the agenda.

- a. Legislative
 - i. Introduce an Ordinance Amending the Comprehensive Plan by Adopting the Grand Junction Circulation Plan, Including the Network Map, Street Plan Functional Classification Map, and Active Transportation Corridor Map and Repealing and Replacing the Grand Valley Circulation Plan and Urban Trails Plan and Set a Hearing for July 18, 2018

3. Contracts

- a. Resolution Authorizing the City Manager to Execute a Contract for the Purchase of 729 27 Road for a Temporary Fire Station in Grand Junction, Colorado for up to \$245,000

4. Resolutions

- a. Resolution Authorizing City Manager to Sign Domestic Water Easement Across City Owned Land for Michael Reese
- b. Intergovernmental Agreement with Colorado Department of Transportation (CDOT) for Construction of Three New Crosswalks and Medians Along Horizon Drive Between the Intersections of G Road and I-70 Interchange Exit 32

REGULAR AGENDA

If any item is removed from the Consent Agenda by City Council, it will be considered here.

5. Public Hearings

- a. Legislative
 - i. A Resolution Adopting the 2018 Program Year Action Plan as a Part of the Grand Junction Five-Year Consolidated Plan for the Community Development Block Grant (CDBG) Program
- b. Quasi-judicial
 - i. A Resolution Accepting a Petition for the Annexation and Ordinances Annexing and Zoning the KOA Annexation C-1 (Light Commercial), Located at 2819 Highway 50
 - ii. An Ordinance Rezoning 519 30 Road from B-1 (Neighborhood Business) to C-1 (Light Commercial)

6. Other Action Items

- a. Consider a Request by TV Holdings LLC, to Accept the Dedication of 1.79 Acres of Open Space in the Proposed Thunder Valley Subdivision

7. Non-Scheduled Citizens & Visitors

This is the opportunity for individuals to speak to City Council about any item on tonight's agenda and time may be used to address City Council about items that were discussed at a previous City Council Workshop.

8. Other Business

9. City Council Adjournment

10. Call to Order as Ridges Metropolitan District

11. Other Action Items

- a. Ridges Metropolitan District Lien Release Request

12. Other Business

13. Ridges Metropolitan District Adjournment

Grand Junction

State of Colorado

PROCLAMATION

WHEREAS, worldwide, more than 300,000 children are diagnosed with cancer each year; and

WHEREAS, childhood cancer is the number one cause of death by disease of children in the United States; and

WHEREAS, the St. Baldrick's Foundation is the largest volunteer-driven charity committed to funding the most promising research to find cures for childhood cancers and give survivors long and healthy lives; and

WHEREAS, the St. Baldrick's Foundation currently funds more in childhood cancer research grants than any organization except the U.S. government; and

WHEREAS, enlisting the recognition and support of elected officials in the City of Grand Junction will help to raise awareness and move us closer to finding cures and better treatment options for kids battling this disease.

NOW, THEREFORE, I, Barbara Traylor Smith, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim the week of June 17, 2018 as

"ST. BALDRICK'S FOUNDATION WEEK"

in the City of Grand Junction and urge all the citizens of the City to recognize the seriousness of childhood cancers and the meritorious work of the St. Baldrick's Foundation to "Conquer Kids' Cancer" by supporting the 7th Annual Grand Junction Head Shaving Event on June 23rd.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 18th day of June 2018.

Barbara Traylor Smith
Mayor



Grand Junction

State of Colorado

PROCLAMATION

WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including the City of Grand Junction; and

WHEREAS, the Grand Junction Parks & Recreation Department is dedicated to providing quality recreation and leisure opportunities that are managed with integrity and professionalism; and

WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, the City has identified the Completion of Las Colonias Park as one of its highest priority projects; and

WHEREAS, the Parks & Recreation Department in partnership with PLACE (People for Local Activities and Community Enrichment) are studying the benefits of a community Recreation Center; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month.

Now, therefore, I, Barbara Traylor Smith, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim the month of July 2018 as

"PARKS AND RECREATION MONTH"

in the City of Grand Junction and call upon all citizens to recognize and promote parks and recreation in our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 18th day of June 2018.



Barbara Traylor Smith
Mayor



Grand Junction

State of Colorado

PROCLAMATION

WHEREAS, Colorado West Pride was established six years ago and is dedicated to the creation of an inclusive community in Grand Junction through events, outreach, and education; and

WHEREAS, the Colorado West Pride Board now has 11 diverse members which represent the depth and breadth of the local Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ) community; and

WHEREAS, Colorado West Pride works tirelessly to help create equality by working to make sure the community is well informed and the LGBTQ community has a voice to make a difference; and

WHEREAS, Colorado West Pride will sponsor various activities and events June 16th through June 24th to promote and build a positive environment and relationships; and

WHEREAS, on June 24th Colorado West Pride will host the signature event of the 6th Annual Grand Junction Pride Fest which will include a Main Street parade and a festival at the 500 block of Colorado Avenue.

NOW, THEREFORE, I, Barbara Traylor Smith, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim June 16 – 24, 2018 as

"GRAND JUNCTION PRIDE FEST"

in the City of Grand Junction and urge all citizens to learn about and help create a positive environment for the LGBTQ community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 18th day of June, 2018.



Barbara Traylor Smith
Mayor



GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY
June 4, 2018 – Noticed Agenda Attached

Meeting Convened: 5:33 p.m. in the City Hall Auditorium

Meeting Adjourned: 7:39 p.m.

City Councilmembers present: Councilmembers Bennett Boeschstein, Chris Kennedy, Phyllis Norris, Duncan McArthur, Rick Taggart, Duke Wortmann, and Mayor Barbara Traylor Smith.

Staff present: City Manager Greg Caton, City Attorney John Shaver, Assistant to the City Manager Greg LeBlanc, and City Clerk Wanda Winkelmann.

Mayor Traylor Smith called the meeting to order.

Agenda Topic 1. Discussion Topics

a. Rules of Procedure for City Council Meetings

Mr. Caton noted the first item is for Council to discuss possible rules of procedures to govern City Council meetings.

In alignment with the City's Strategic Plan Directive, *Communication, Outreach & Engagement*, and in accordance with City Council's desire for increased citizen participation at meetings, staff presented a memo in November to clarify how increased citizen participation will occur. Subsequent changes were made to improve the process, such as including information on the agendas about how citizens can provide additional feedback to Council, amending the "Citizen Presentation Form" to remove the speaker's address, and standardizing the amount of time allotted to speakers by adding a timer. The memo also addressed meeting decorum, instructions to speakers, and not including the "Non-scheduled Citizens and Visitors" portion on the agenda as there are multiple ways for citizens to provide feedback to City Council.

As part of the next steps in the process ("Phase II"), staff presented a memo in April and "Rules of Procedure" that address:

1. The order of business for Council meetings;
2. The length of Regular meetings;
3. Citizen Comment;
4. Public Conduct;
5. Procedural Decisions;
6. Council Questions and Debate;
7. Basic Rules of Order.

After the April memo and "Rules of Procedure" were distributed to Council, Mayor Traylor Smith provided the following feedback:

1. Invocations should be added to any meeting where the Pledge of Allegiance is given.
2. Voting by acclamation would be acceptable for the consent agenda/amendments.

Staff incorporated these suggestions in red font into the "Rules of Procedure" provided in the Workshop Packet.

City Clerk Winkelmann reviewed the proposed procedures and City Council provided the following feedback:

1. Add a segment to the agenda entitled, "City Manager Report" after "Citizen Comments."
2. Keep the "Non-scheduled Citizens and Visitors" portion on the agenda before "Other Business."
3. Per Mayor Traylor Smith's suggestions, include an invocation/moment of silence for special Council meetings and permit voice votes when allowed.
4. Allow signs and/or props only when they are included as part of a presentation to City Council.

Support was expressed for staff to present the procedures for City Council's formal consideration at the July 18 meeting.

b. City Council Regular Meeting Meetings

Prior to Council meetings being videoed and streamed live, Mr. Caton stated meeting minutes were extremely detailed. As recordings of meetings became readily available, municipalities switched from detailed minutes to more of a meeting summary that included the purpose of the agenda item and the action taken (thus the terms "action minutes" were used to categorize these minutes).

Presently the City of Grand Junction has detailed/summary minutes, where topical detail is provided and deliberations and debate are included. Instead of continuing the practice of providing summary minutes, staff is recommending moving toward "action-plus" minutes. There are two reasons for this recommendation:

1. The purpose of minutes is to capture the action that was taken, not the deliberations; and
2. The video recordings of meetings are kept as permanent records; if additional information is needed, viewing that portion of the meeting video is easy to do.

City Clerk Winkelmann noted the inclusion of three sets of minutes in the Council packet to aid in the discussion:

1. The first set of minutes are the typical summary minutes;

2. The second set of minutes contain "track changes" that show the suggested strike-outs; and
3. The final set would be considered "action-plus" minutes.

City Council expressed support for staff's recommendation to switch to "action-plus" minutes. Additionally, Council requested that the audio recording of workshops be added to the website, with bookmarks or time stamps that would allow citizens to easily find portions of the meeting in which they are interested.

c. Board and Commission Assignments for City Council

Each year, the City Council reviews and determines who on the City Council will represent the City Council on various boards, committees, commissions, authorities, and organizations.

Mayor Traylor Smith reviewed the assignments with City Council and the final designations will be made at the June 6 City Council meeting via resolution.

Agenda Topic 2. Next Workshop Topics

Mr. Caton stated that the July 16 Workshop will be an update of the Community Center.

3. Other Business

- a. Mayor Pro Tem Boeschstein referenced a letter he emailed to City Council from Dr. Scissors, who is present this evening and reviewed his concern about the persistent, severe warm and dry weather and extreme fire danger, and ways to mitigate the risks to outdoor recreation and agriculture. Is there a process where abnormal climate patterns can be explored (such as a working group) and a set of guidelines established?
- b. Councilmember Norris requested an update on the installation of permanent restrooms at Las Colonias. Council expressed support for staff to explore options for possibly funding these restrooms in 2018-2019.
- c. Councilmember McArthur requested information about a recent memo regarding Roadway Expansion Projects. Mr. Caton clarified that the costs for the I-70/29 Road interchange (\$60 million) are being shared with Mesa County.

Adjournment

The Workshop adjourned at 7:37 p.m.

**GRAND JUNCTION CITY COUNCIL
MINUTES OF THE REGULAR MEETING
JUNE 6, 2018**

The City Council of the City of Grand Junction convened into regular session on the 6th day of June 2018 at 6:00 p.m. Those present were Councilmembers Bennett Boeschstein, Duncan McArthur, Phyllis Norris, Duke Wortmann, Chris Kennedy, Rick Taggart, and Council President Barbara Traylor Smith. Also present were City Manager Greg Caton, City Attorney John Shaver, and City Clerk Wanda Winkelmann.

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

Citizens Comments

Bruce Lohmiller spoke about Veterans Art Center Art Show tryouts.

Council Reports

Councilmember McArthur attended the Homeless Coalition Meeting, the Emergency Medical System Phoenix Awards, Colorado Water Congress Federal Affairs Committee Meeting, Mesa County Community Foundation's Hunger Leadership Forum, STRiVE's Annual Meeting, Associated Members for Growth and Development Meeting, and the Western Colorado Economic Summit.

Councilmember Wortmann attended several JUCO (Junior College World Series) games, and other meetings.

Councilmember Taggart, in the interest of time, made no comments.

Councilmember Kennedy also held his comments.

Councilmember Norris spoke of Joseph Sanchez, Mesa County Library Director, leaving and wished him well.

Councilmember Boeschstein attended the Western Colorado Economic Summit, Conservation of Colorado's Annual Meeting, and the Symphony's Beatles Concert at Las Colonias.

Mayor Traylor Smith welcomed everyone for attending, referenced a recent newspaper article, and shared a statement saying she, as well as all Councilmembers, are dedicated in their service to the City.

Consent Agenda

1. Approval of Minutes

- a. Summary of the May 14, 2018 Workshop
- b. Minutes of the May 16, 2018 Executive Session
- c. Minutes of the May 16, 2018 Regular Meeting

2. Set Public Hearings

- a. Quasi-judicial
 - i. Introduction of an Ordinance Zoning the KOA Annexation C1 (Light Commercial), Located at 2819 Highway 50 and Setting a Hearing for June 18, 2018
 - ii. Introduction of an Ordinance Rezoning 519 30 Road from B1 (Neighborhood Business) to C1 (Light Commercial) and Setting a Hearing for June 18, 2018

3. Resolutions

- a. Resolution Authorizing a Non-Exclusive License Agreement for Telecommunication Equipment in the City's Right-of-Way
- b. Resolution Assigning City Councilmembers to Various Boards, Commissions, and Authorities

Councilmember Boeschstein moved to approve items #1 - #3 of the Consent Agenda. Councilmember Kennedy seconded the motion. Motion carried by unanimous voice vote.

Public Hearing - Ordinance Rezoning the 26 Rd, LLC Property from PD to R-2, Located Between 26 Road and 26 ½ Road, South of H ¾ Road

Senior Planner Scott Peterson presented the item. The applicant, 26 Road, LLC, is requesting a rezone from Planned Development to Residential - 2 du/ac in anticipation of a future residential subdivision development. A Preliminary Development Plan approved in 2008 lapsed and the Applicant is requesting the property be rezoned R-2

from Planned Development as approved with Ordinance No. 4174. The Property, located between 26 Road and 26 ½ Road, and south of H ¾ Road is 151.18 acres of vacant and unplatted land. The requested R-2 zoning is consistent with the Comprehensive Plan Future Land Use designation of Residential Medium Low.

Trent Prall, Director of Public Works, addressed the impact of traffic in that area due to road improvements regardless of the project outcome. Many projects are in the planning stage to accommodate increased traffic flow.

The applicant's representatives, Mike Russell of Hoskin Farina and Kampf, P.C. and Robert Jones of Vortex Engineering were present and spoke in favor of the proposed rezone and gave a history of the property and the need of the rezone to move forward.

Conversation ensued about the process that went into developing the Comprehensive Plan.

The public hearing was opened at 6:59 p.m.

The following individuals spoke in opposition of the rezone:

Bill Scott, Jim Compton, Jan Warren, Rick Warren, Sandra Nesbitt, Jaquelyn Anderson, Renee Landry, Hamilton McGregor, June Calson, Peggy Cherry, Mike Stahl, David Crow, Don Hickman, and Laureen Gutierrez

The following individuals spoke in favor of the rezone:

Virginia Brown, Lois Dunn, and Robert McGregor

The public hearing was closed at 7:40 p.m.

Conversation ensued about Ordinance No. 2842 and Ordinance No. 4174 and their impact on the current request, current traffic service, future road projects, I-70 bridges, Walker Field Influence Zone applicability, and zoning lot sizes.

Councilmember Kennedy moved to adopt Ordinance No. 4802, an ordinance rezoning the 26 Road, LLC property from PD (Planned Development) to R-2 (Residential, 2 du/ac), located between 26 and 26 ½ Roads, south of H ¾ Road on final passage and ordered final publication in pamphlet form. Councilmember McArthur seconded the motion. Motion carried by roll call vote with Councilmember Taggart voting NO.

A break was taken at 8:17 p.m.

The Meeting was called back to order at 8:25 p.m.

Public Hearing – Ordinance Approving an Amendment to Master Plan 2017 for St. Mary’s Hospital and Environs and Rezone a Portion of Property to PD with a Default Zone of B-1, Located at 510 Bookcliff Avenue

Senior Planner Scott Peterson noted St. Mary’s Hospital purchased the property adjacent to their campus and are now requesting to incorporate this property into the existing Master Plan 2017. St. Mary’s also requests to rezone the northern 0.95 acre portion of the property to PD (Planned Development) with a default zone of B-1 (Neighborhood Business) in anticipation of developing a parking lot there.

Brian Davis and Dan Prinster were present as representatives of St. Mary’s.

Councilmembers asked questions about parking compliance and drainage retention.

The public hearing was opened at 8:37 p.m.

There were no public comments.

The public hearing was closed at 8:37 p.m.

Councilmember Boeschstein moved to adopt Ordinance No. 4803, an ordinance approving an amendment to Master Plan 2017 for St. Mary’s Hospital and Environs and rezone a portion of property to PD (Planned Development) with a default zone of B-1 (Neighborhood Business), located at 510 Bookcliff Avenue on final passage and ordered final publication in pamphlet form. Councilmember Norris seconded the motion. Motion carried by unanimous roll call vote.

Public Hearing - Ordinance Amending Section 21.03.060 of the Zoning and Development Code Regarding Cluster Development

Community Development Director Tamra Allen stated the applicant, the City of Grand Junction, is requesting amendments to Section 21.03.060 of the Zoning and Development Code to address modifications to the Cluster Development regulations including sections addressing purpose, site layout, screening, and buffering.

Councilmembers asked questions about zero lot line developments, buffering clarifications, and flexibility.

The public hearing was opened at 8:59 p.m.

There were no public comments.

The public hearing was closed at 8:59 p.m.

Councilmember Boeschstein moved to adopt Ordinance No. 4804 an ordinance amending Section 21.03.060 of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) regarding cluster development on final passage and ordered final publication in pamphlet form. Councilmember Kennedy seconded the motion. Motion carried by unanimous roll call vote.

Resolution - Resolution to Transfer Assets to the Fire and Police Pension Association of Colorado (FPPA) Defined Benefit System and File the Certification of Compliance for Partial Affiliation of the Fire Department

Fire Chief Ken Watkins noted on February 7, 2018, City Council approved non-binding resolutions requesting coverage under FPPA for Fire and Police Department employees currently covered under the City of Grand Junction Fire and Police Retirement Plans. This Council action provided formal notification to the FPPA Board of Directors of the City's interest in exploring FPPA coverage and partially transferring assets of the City's Fire and Police Retirement Plans to the FPPA Defined Benefit System.

Through group and individual meetings, eligible employees were provided information and education on the different retirement options. To move forward with affiliation a 30% threshold was set. The Fire Department met this threshold; the Police Department did not.

The final steps to complete the plan affiliation process includes approval by City Council of the binding resolution to transfer assets for those Fire Department employees who elected coverage under FPPA and filing of the Certification of Compliance in support of coverage under the FPPA Defined Benefit System.

Conversation ensued about contribution limits, FPPA as a recruitment tool, the potential of increased ICMA fees due to the transfer of funds out to FPPA, and the disparity of the vote between the Fire and Police Departments.

Corey Lovern, Captain with Grand Junction Fire Department and Mike Gazdak, Fire Prevention Officer, spoke in support of FPPA and thanked Councilmembers for their support.

Councilmember Kennedy moved to adopt Resolution No. 34-18, a resolution authorizing and directing the City Manager to transfer assets to the Fire and Police Pension Association of Colorado (FPPA) defined benefit system for partial affiliation of certain

fire department employees and for the filing of the certification of compliance under the FPPA Defined Benefit System for partial affiliation of the Grand Junction Fire Department. Councilmember Boeschstein seconded the motion. Motion carried by unanimous roll call vote.

Non-Scheduled Citizens & Visitors

There were none.

Other Business

There was none.

Adjournment

The meeting adjourned at 9:31 p.m.

Wanda Winkelmann, MMC
City Clerk



Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: June 18, 2018

Presented By: David Thornton, Principal Planner

Department: Community Development

Submitted By: David Thornton, Principal Planner
Community Development Department

Information

SUBJECT:

Introduce an Ordinance Amending the Comprehensive Plan by Adopting the Grand Junction Circulation Plan, Including the Network Map, Street Plan Functional Classification Map, and Active Transportation Corridor Map and Repealing and Replacing the Grand Valley Circulation Plan and Urban Trails Plan and Set a Hearing for July 18, 2018

RECOMMENDATION:

The Planning Commission recommended approval (6-0) of the 2018 Grand Junction Circulation Plan at their May 22, 2018 meeting.

EXECUTIVE SUMMARY:

The proposed Grand Junction Circulation Plan ("Circulation Plan") establishes a comprehensive approach to transportation planning within the Urban Development Boundary and supports and builds on the transportation principles and goals of the Grand Valley 2040 Regional Transportation Plan as well as the City's adopted Comprehensive Plan. In general, the Plan supports a balanced, multi-modal approach to transportation planning, accommodating the safe and efficient movement of people and goods and providing for transportation options for all users. The Plan document includes a Network Map, the Street Functional Classification Map, the Active Transportation Corridor Map and Strategies and Policies.

A Complete Streets Policy, as an implementation element of the Circulation Plan, is also proposed for adoption and will be considered for adoption by Resolution at the July 18, 2018 City Council meeting. The overall vision of the Policy is to develop a

safe, efficient, and reliable travel network of streets, sidewalks, and trails throughout the City to equitably serve all users and all modes of transportation. The proposed Policy includes seven principles and design standards to ensure that streets are designed and maintained to be safe, attractive, accessible, convenient and comfortable for users of all ages and abilities and all transportation modes. The Policy would be applicable to all development and redevelopment and outlines an exception process to be used in cases where strict adherence to the Policy is impractical or unnecessary.

As part of the Comprehensive Plan, the adoption of the Grand Junction Circulation plan requires review and recommendation by the Planning Commission and a decision by City Council. Adoption of this plan would replace the existing Circulation Plan adopted in 2010 as well as the existing Urban Trails Plan that was last adopted in 2001.

BACKGROUND OR DETAILED INFORMATION:

Grand Junction Circulation Plan:

Staff from the City of Grand Junction, Mesa County and the Regional Transportation Planning Office, with significant input from the Urban Trails Committee, have collaborated over the last two years to develop the draft Grand Junction Circulation Plan. The Plan incorporates and updates the elements of the previous 2010 Circulation Plan and the 2001 Urban Trails Plan into one document that also includes Policies and Strategies for implementation. The planning process included more than 25 meetings with various agencies and stakeholder groups representing a variety of interests as well as a well attend public open house.

The Comprehensive Plan was jointly adopted by the City of Grand Junction and Mesa County in 2010 for that area within the Urban Development Boundary. Consistent with the Plan and related policies and agreements, the City's responsibility is to plan for areas within the Persigo 201 Boundary while Mesa County plans for those areas outside the Persigo boundary. Mesa County Planning Commission will consider the Circulation Plan on June 21, 2018. The City's adoption of the Plan is independent of Mesa County's decision. The Complete Street Policy is currently only being considered by the City.

The proposed Circulation Plan establishes a comprehensive approach to transportation planning within the Urban Development Boundary and supports and builds on the transportation principles and goals of the Grand Valley 2040 Regional Transportation Plan and the adopted Comprehensive Plan. The Plan supports a balanced, multi-modal approach to transportation planning, accommodating the safe and efficient movement of people and goods and providing for transportation options for all users. The Plan document includes a Network Map, the Street Functional Classification Map, the Active Transportation Corridor Map and Strategies and Policies.

A. The Network Map identifies important corridors and linkages connecting centers, neighborhoods and community attractions.

B. The Street Functional Classification Map identifies the functional classification of the roadway corridors that connect neighborhoods, employment centers and local attractions and amenities. Many of these corridors also provide for heavy truck movement and access to the Grand Junction community. Based on improved traffic modeling techniques and growth trends, there are a variety of proposed changes since the map was last adopted in 2010. These changes include adding road segments, reclassifying some existing road segments and removing others from the map.

C. The Active Transportation Corridors Map replaces the Urban Trails Master Plan/Map and identifies major corridors important for non-motorized travel by providing critical, continuous and convenient connections for bicyclists and pedestrians. The corridors are broadly defined and could accommodate active transportation as part of the road network or as separated paths. The Plan identifies corridors important for active transportation and does not attempt to identify trails that are predominately recreational in nature. Active transportation corridors are shown along, adjacent to or near canals, ditches and drainages for non-motorized connections only where there is not another safe and efficient alternative for non-motorized transportation on the road network. The map identifies 275 miles of corridors for active transportation, 236 miles of which are along road corridors, 24 miles along canals (a reduction of 20 miles from what was shown on the 2001 plan) and 15 miles along drainage corridors. Further, the plan clearly specifies that the map is a planning document. Trail corridors depicted on the map do not mean they are currently open to public use. Any future routes shown along canals and drainage corridors would be constructed in cooperation with property owners and those holding other use and/or easement rights.

D. Strategies and Policies

The Plan's Strategies and Policies provide a framework for the implementation of the Plan as follows:

1. Adopt a Complete Streets Policy for Grand Junction and develop and adopt a Complete Streets Policy for Mesa County.
2. Develop or revise policies for support of an integrated transportation system.
3. Provide conceptual and corridor maps that will be used by decision makers and staff to improve transportation systems.
4. Improve interconnectivity between Grand Valley Transit and centers, neighborhoods and community attractions.
5. Improve the Urban Trails System on and connecting to Active Transportation Corridors.
 - a. Provide guidance on incentives for trail construction
 - b. Provide guidance on standards for trail construction
 - c. Provide guidance on ownership and maintenance of trail system

- d. Maintain or improve multi-purpose trails
 - e. Provide wayfinding to attract visitors to the trail system and improve the ability of residents and visitors to find area attractions.
6. Maintain or improve circulation of vehicles on the road system.

Grand Junction Complete Streets Policy:

The first strategy and policy for implementation of the Circulation Plan is the adoption of a complete streets policy. The Urban Trails Committee felt it was important to have a policy in place to support their mission to provide for safe and efficient transportation options throughout the community as well as a policy to specifically address the Comprehensive Plan's Guiding Principle #5: Balanced Transportation. A Complete Streets Policy also bolsters the City's efforts for designation as a Bicycle Friendly and Walk Friendly Community; Both of which are strategic initiatives of the City Council

The Urban Trails Committee has developed a recommended draft Complete Streets Policy for the City of Grand Junction. The overall vision of the Policy is to develop a safe, efficient, and reliable travel network of streets, sidewalks, and urban trails throughout the City to equitably serve all users and all modes of transportation. A Complete Streets approach integrates people and places in planning, design, construction, operation, and maintenance of transportation networks, helping to ensure streets are safe for people of all ages and abilities, while balancing the needs of different modes, thereby supporting local land use, economy, culture and the natural environment.

The proposed Policy includes seven principles and context sensitive design standards to ensure that streets are designed and maintained to be safe, attractive, accessible, convenient and comfortable for users of all ages and abilities and all transportation modes. The Policy would be applicable to all development and redevelopment in the public realm and outlines an exception process to be used in cases where strict adherence to the Policy is impractical or unnecessary. A summary of the principles include:

1. Complete Streets serve all users and modes through design, operation and maintenance by considering the needs of motorists, pedestrians, people with disabilities, transit users, bicyclists, and commercial and emergency vehicles,
2. Complete Streets design criteria shall take an innovative approach to develop streets that meet or exceed national best-practice design guidelines by thoughtfully applying engineering, architectural, and urban design principles.
3. Create a complete transportation network that provides connected facilities to serve all people and modes of travel, that provide travelers with multiple choices of travel routes and that help to reduce congestion on major roadways. The network shall include off-street hard-surface trails for biking and walking where necessary to improve

safety and convenience. The network shall connect services, schools, parks, civic uses, major centers of activity and attractions.

4. Complete Streets are attractive, interesting and comfortable places for people and designed as public amenities to include aesthetic elements such as street trees, landscaping, pedestrian lighting, street furniture, and wayfinding signage.

5. Complete Streets require context-sensitive approaches balancing land use and transportation goals, policies and code provisions to create Complete Streets solutions that are flexible and appropriate.

6. Complete Streets include all roadways and all projects and phases and the City shall apply this policy, to the greatest extent practicable given budget constraints, to all street projects.

7. The City will foster education and outreach on the Complete Streets policy to City Departments and other agencies and will encourage community engagement.

NOTIFICATION REQUIREMENTS

Published Notice was completed consistent to the provisions in Section 21.02.080 (g) of the City's Zoning and Development Code. A notice of the public hearing was published May 15, 2018 in the Grand Junction Sentinel. Mailed notice and posting are not required for Comprehensive Plan Amendments.

In addition, the proposed 2018 Circulation Plan and the Grand Junction Complete Streets Policy has been available on the City's website and a Public Open House was held on February 28, 2018 with over 40 members of the public in attendance.

ANALYSIS

Pursuant to Section 21.02.130(c)(2) of the Grand Junction Zoning and Development Code, the City may amend the Grand Valley Circulation Plan and the Urban Trails Master Plan if the proposed changes are consistent with the vision, goals and policies of the Comprehensive Plan and the following criteria for Plan Amendments are met:

21.02.130(c)(2)

(i) There was an error such that then-existing facts, projects, or trends that were reasonably foreseeable were not accounted for; or

There was not an error in the planning analysis in 2010 when the Circulation Plan was last revised since. However, the previous plan was based on the 2010 Comprehensive Plan and its anticipated densities and some of these base assumptions have changed as the intensity of development in some areas of the Urban Development Boundary area have changed. Staff finds that this criterion has not been met.

(ii) Subsequent events have invalidated the original premises and findings;

The changes recommended for the 2018 Circulation Plan are based on a modified

approach for planning transportation infrastructure as well as changing growth trends and increasingly sophisticated traffic modeling. The 2018 planning effort took a fresh approach to transportation planning for the urban area by looking at where people are traveling to (major attractions) and from where they are beginning their travel (home, work and play) creating the Network Map. Both motorized and nonmotorized transportation corridors provide connections between major attractions and nodes as shown on the network map. Incorporating nonmotorized transportation corridors into the Circulation Plan emphasizes these corridors as important travel corridors to move traffic to area attractions whereas the 2001 Urban Trails Plan established corridors for the additional purpose of recreation.

Growth in Grand Junction since 2010 has been largely single family detached residential development and at densities at the very bottom of the range the Comprehensive Plan contemplated. For example, much of the development in the northwest area of Grand Junction along 24 ½ Road has built out at an average density of 5.5 units per acre rather than the anticipated minimum density of 8 units per acre, impacting the anticipated traffic demands and resulting street network and classification needs. Some of the changes proposed for the Plan reflect the decreased traffic demand in some areas. Updated traffic models support changes to the functional street classification map.

Based on the transportation network, current growth trends and traffic modeling, Staff finds that the original premises and findings of the Circulation Plan and the Urban Trails Plan have changed and, therefore, this criterion has been met.

(iii) The character and/or condition of the area have changed enough that the amendment is acceptable;

As noted under criterion (ii) the growth trends have generally been at the lowest density anticipated in the Comprehensive Plan such that planning for the future road classification needs of some corridors has changed. In addition, the need for safe and efficient corridors for nonmotorized travel, whether by choice or necessity, continues to grow. The Grand Valley 2040 Regional Transportation Plan identified the transportation mode share for nonmotorized transportation options increasing by 2040. Because of the changing needs of the traveling public as well as the development trends of specific areas within the community, Staff finds that this criterion has been met.

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

The Urban Development Boundary serves as the planning area for the Circulation Plan. The 2018 Circulation Plan provides for motorized and nonmotorized travel options, connecting major attractions and nodes in a comprehensive manner creating

greater connectivity. The Plan supports the Grand Valley 2040 Regional Transportation Plan's principles and best practices including: reducing congestion, easing commutes, improving roadway safety, enhancing sidewalks, bike, and multi-use trails, and maintaining an efficient and effective transportation system, thereby benefitting the overall community. Further, the Plan supports the Comprehensive Plan's vision for connectivity with a well-connected street network with multiple travel routes that diffuse traffic, which have been shown to reduce congestion, increase safety for drivers and pedestrians, and promote walking, biking, and transit use. Creating a plan that provides a roadmap for the community to achieve these significant and documented community benefits supports Staff's finding that this criterion has been met.

(v) The change will facilitate safe and efficient access for all modes of transportation; and

The proposed Circulation Plan establishes a plan to improve, develop or construct a network of transportation corridors and separate active transportation (nonmotorized) corridors to specifically accommodate all modes of transportation. For example, the Circulation Plan establishes policies and strategies supporting a complete street policy, an integrated transportation system, improved transit interconnectivity between attractions and an improved urban trails system. In addition, the Plan establishes strategies and policies to add safety and efficiency to the transportation network, thereby working to plan, encourage and facilitate the implementation of safe and efficient access for all modes of transportation. The core of the plan is to facilitate safe and efficient access for all modes of transportation, therefore, Staff finds that this criterion has been met.

(vi) The change furthers the goals for circulation and interconnectivity.

The Network Map is key to understanding how people are moving throughout the community, specifically where people are coming from and going to in their daily travel decisions. Linking and providing efficient and safe transportation corridors for motorized vehicles (using the Street Plan Functional Classification Map) and nonmotorized travel (using the Active Transportation Corridors Map) provides options and furthers the Comprehensive Plan's vision for connectivity with a well-connected street network for an urban-wide circulation and interconnectivity. Staff therefore finds this criterion has been met.

The proposed Circulation Plan and Complete Streets Policy is consistent with the vision, goals and policies of the Comprehensive Plan as follows:

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

The proposed Circulation Plan was developed jointly by the City and County to be

consistently implemented within the Urban Development boundary.

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

The proposed 2018 Circulation Plan and the proposed Grand Junction Complete Streets Policy is balanced and supports multi-modal transportation options.

Policy A. The City and County will work with the Mesa County Regional Transportation Planning Office (RTPO) on maintaining and updating the Regional Transportation Plan, which includes planning for all modes of transportation.

Note: The proposed Circulation Plan and Complete Streets Policy supports the Grand Valley 2040 Regional Transportation Plan

Policy B. Include in the Regional Transportation Plan...consider functional classification in terms of regional travel, area circulation, and local access.

Policy D. A trails master plan will identify trail corridors linking neighborhoods with the Colorado River, Downtown, Village Centers and Neighborhoods Centers and other desired public attractions. The Plan will be integrated into the Regional Transportation Plan.

FINDINGS OF FACT

Grand Junction Circulation Plan:

After reviewing the Grand Junction Circulation Plan, CPA-2017-554, a request to adopt the Grand Junction Circulation Plan and to repeal and replace the Grand Valley Circulation Plan and the Urban Trails Plan, as part of the Grand Junction Comprehensive Plan the following findings of fact have been made:

1. The proposed amendments are consistent with the goals and policies of the Comprehensive Plan.
2. At least one of the review criteria in Section 21.02.130(c)(2) of the Grand Junction Municipal Code have been met.

Grand Junction Complete Streets Policy:

After reviewing the Grand Junction Complete Streets Policy, CPA-2017-554, a request

to adopt the Grand Junction Complete Streets Policy as an element of the Grand Junction Circulation Plan, the following findings of fact have been made:

1. The proposed Complete Streets policy furthers the intent and goals of the City's Comprehensive Plan, specifically the strategies and policies of the Circulation Plan.

FISCAL IMPACT:

This is a long-range planning document, therefore there is no direct fiscal impact. However, future construction of roads and trails identified within this Plan will have direct impact on future budgets.

SUGGESTED MOTION:

I move to introduce an ordinance amending the Comprehensive Plan by adopting the Grand Junction Circulation Plan, including the Network Map, Street Plan Functional Classification Map, and Active Transportation Corridor Map and repealing and replacing the Grand Valley Circulation Plan and Urban Trails Plan and set a hearing for July 18, 2018.

Attachments

1. Circulation Plan Document - Final Draft
2. Network Map
3. GJCP_Revisions to Street Plan_2018
4. GJCP_Revisions - List of Changes
5. Street Plan_2018
6. Active Transportation Corridors map
7. List of Public Meetings
8. Letters and Public Comments
9. Complete Streets Policy
10. Proposed Circulation Plan Ordinance
11. Proposed Complete Streets Policy Resolution

Proposed Grand Junction 2018 CIRCULATION PLAN

Chapter 31.08, Volume III: Comprehensive Plan of the City of Grand Junction



Comprehensive Plan
Grand Junction

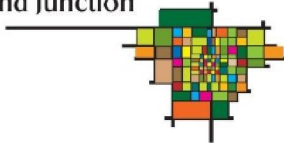


Table of Contents

	<u>PAGE</u>
Introduction	
1. Vision	3
2. Purpose	3
3. Planning Area	4
4. Executive Summary	4
5. Background	6
6. Plan Elements	7
• Section A - Maps	
○ Network Map	7
○ Active Transportation Corridor Map	8
○ Street Functional Classification Map	9
• Section B- Strategies/Policies	
○ Complete Streets Policy	9
○ Integrated Transportation System Strategy	9
○ Sub Area Maps Strategy	11
○ Improve Interconnectivity with GVT Strategy	11
○ Improve Urban Trails System Policy	12
▪ Incentives for Trail Construction	14
▪ Standards for Trail Construction	14
▪ Ownership & Maintenance of Trail System	16
▪ Active Corridors Along Drainages, Canals and Ditches	17
▪ Develop Wayfinding and Marketing for Trails System	18
○ Maintain/Improve Vehicular and Nonvehicular Circulation Policy	19
7. Appendix	20
• A – Maps	
○ Figure 1 – Network Map	21
○ Figure 2 – Active Transportation Corridors Map	22
○ Figure 3 – Street Plan – Functional Classification Map	23
○ Figure 4 – Whitewater – Street Plan – Functional Class Map	24
○ Figure 5 – Whitewater – Active Transportation Corridors Map	25
• B – Background on Previous Adopted Transportation Plans	26
• C – GVT Transit	28
• D – Resources	30

2018 Grand Junction CIRCULATION PLAN

Adoption

The Grand Junction Circulation Plan is adopted as part of the Comprehensive Plan.

Vision

The community envisions a safe, balanced and environmentally sensitive multi-modal, urban transportation system that supports greater social interaction, facilitates the movement of people and goods, and encourages active living, mobility independence, and convenient access to goods and services for all users.

A multi-modal transportation system should accommodate pedestrians, bicyclists, motorists, movers of goods, and transit; and should be safe and navigable for all users. It must provide transportation options to all users including those with limited mobility such as children, seniors, and persons with disabilities.

Purpose

The Grand Junction Circulation Plan (“Circulation Plan”) is a strategic document adopted by both the City of Grand Junction and Mesa County. This document moves forward the transportation principles, strategies and vision to create an urban area-wide multi-modal circulation plan as identified in: the Grand Junction Comprehensive Plan adopted in 2010; the 2010 Circulation Plan; and the 2001 Urban Trails Plan.

It supports the Grand Valley 2040 Regional Transportation Plan’s sound planning principles and best practices including:

- reducing congestion;
- easing commutes;
- improving roadway safety;
- enhancing sidewalks, bike, and multi-use trails; and,
- maintaining an efficient and effective transportation system.

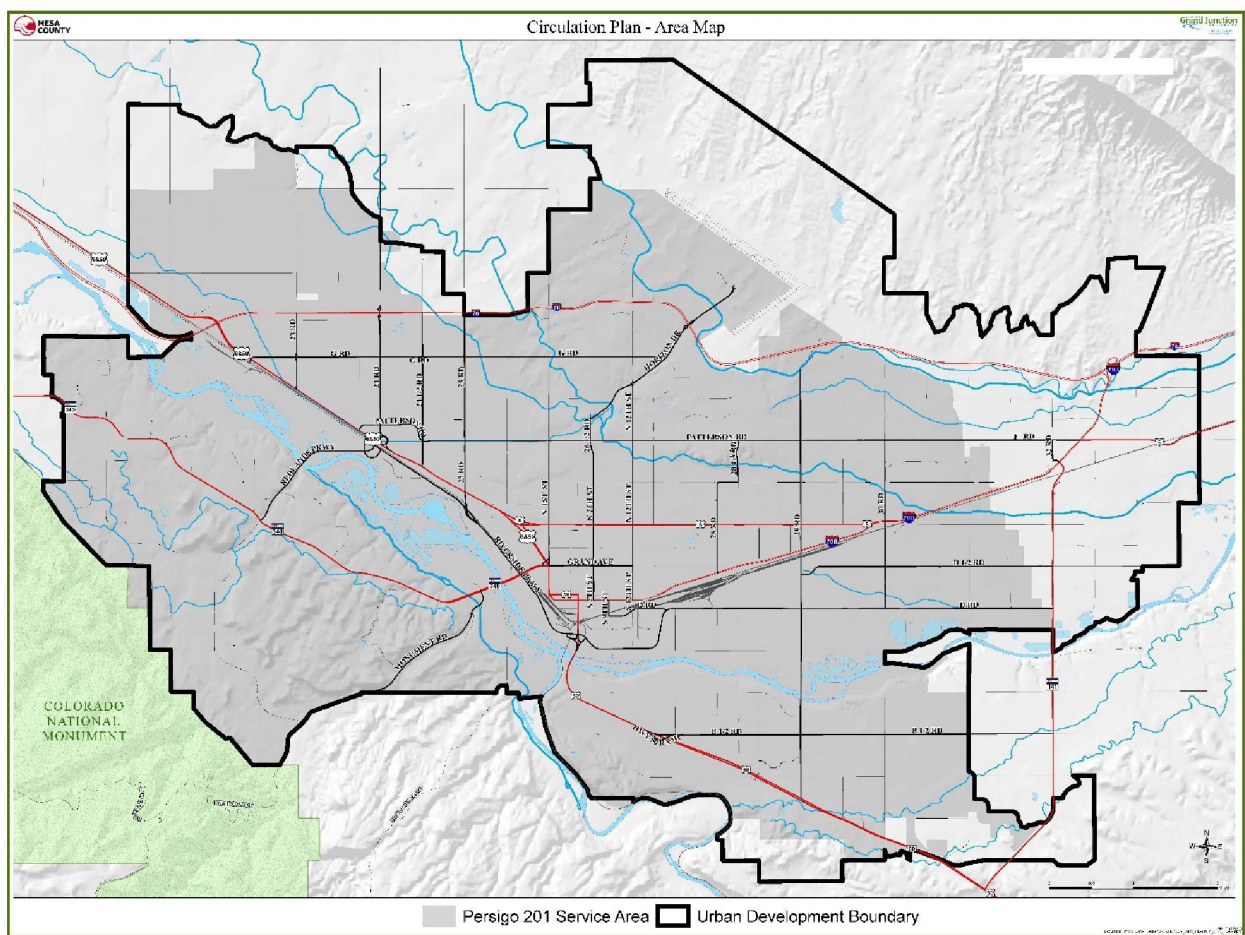
It builds on the transportation goals found in the Grand Junction Comprehensive Plan, including:

- designing streets and walkways as attractive public spaces;
- constructing streets to include enhanced pedestrian amenities; and
- developing a well-balanced transportation system that supports automobile, local transit, pedestrian, bicycle, and freight movement while protecting environmental conditions of air, water and natural resources.

The Circulation Plan will be used by elected officials and staff to guide the assignment of financial resources for infrastructure construction, future development and dedication of other funds for transportation purposes.

Planning Area

This Circulation Plan is applicable to transportation corridors within the Urban Development Boundary as defined by the Grand Junction Comprehensive Plan Future Land Use Map. Minor exceptions occur where a particular corridor falls both within and outside of the Urban Development Boundary and whereby consistency of standards along the length of the corridor would be beneficial to the traveling public.



Executive Summary

The Circulation Plan establishes a comprehensive approach to transportation planning through the following four sections (Plan Elements). Conceptual and corridor maps have been created to aid decision makers and city and county staff to improve the transportation systems. See Appendix A for full-page maps. [Hyperlink to appendices](#)

Plan Elements

A. The Network Map identifies important corridors and linkages connecting centers, neighborhoods and community attractions.

B. The Street Functional Classification Map identifies the functional classification of the roadway corridors that connect neighborhoods, employment centers and local attractions and amenities. Many of these corridors are also major truck routes providing heavy truck movement and access to the Grand Junction community. There are over fifty proposed changes since the map was last adopted by City Council and Mesa County Board of County Commissioners in 2010. These changes include adding road segments, reclassifying some existing road segments and removing others from the map.

C. The Active Transportation Corridors Map replaces the Urban Trails Master Plan/Map and identifies major corridors important for non-motorized travel by providing critical, continuous and convenient connections for bicyclists and pedestrians. The corridors are broadly defined and could accommodate active transportation as part of the road network or as separated paths. This Circulation Plan identifies corridors important for active transportation and does not attempt to identify trails that are predominately recreational in nature. In the city limits, it proposes using trails on, along, adjacent to or near canals, ditches and drainages for non-motorized route connections only where there is not another safe or better alternative for non-motorized transportation on the road network.

D. Specific Strategies and Policies

Goals and policies identified in the Grand Junction Comprehensive Plan and strategies and policies identified in the Circulation Plan will help the community achieve its vision of becoming the most livable City west of the Rockies. A balanced transportation system will be achieved through the following strategies and policies that are further described in the Circulation Plan.

1. Adopt a Complete Streets Policy for Grand Junction and develop and adopt a Complete Streets Policy for Mesa County.
2. Develop or revise policies for support of an integrated transportation system.
3. Provide conceptual and corridor maps that will be used by decision makers and staff to improve transportation systems.
4. Improve interconnectivity between Grand Valley Transit and centers, neighborhoods and community attractions.
5. Improve the Urban Trails System on and connecting to Active Transportation Corridors.
 - a. Provide guidance on incentives for trail construction
 - b. Provide guidance on standards for trail construction
 - c. Provide guidance on ownership and maintenance of trail system

- d. Maintain or improve multi-purpose trails
 - e. Provide wayfinding to attract visitors to the trail system and improve the ability of residents and visitors to find area attractions.
6. Maintain or improve circulation of vehicles on road system.

Background

The 2010 Circulation Plan was adopted as an element of the Grand Junction Comprehensive Plan. It is limited to a brief description of the planning area and the principle that development should support an integrated transportation system. It also includes a functional classification street network map, of future, general vehicular circulation patterns for collector and arterial streets and highways to accommodate the ultimate buildout of the urban area.

The 2001 Urban Trails Plan was developed as a strategic tool to guide the future course of trail development in the Grand Valley. The Plan identifies the locations for new non-motorized facilities and serves as a guide for the development, protection, management, operations and use of a trail system that meets the demands of the growing community. The plan identifies the opportunity to utilize the natural waterways, drainages and canals to create an interconnected system of safe and efficient means of non-motorized travel.

This Circulation Plan acknowledges the planning that was previously completed and incorporates the previous findings into a broader framework for transportation to include more than a functional classification of streets. The Circulation Plan works to combine urban trails planning with street planning and establish goals and policies with a multi-modal approach to transportation within the Urban Development Boundary established in the Comprehensive Plan. In addition to these two plans, the City and County also have adopted transportation plans for specific neighborhoods and geographic areas (see appendix). [Hyperlink to appendices](#)

The following adopted plans have shaped the transportation planning in the community and have been adopted by one or both, the City of Grand Junction and Mesa County, and can be found at www.mesacounty.us/planning and/or at <http://www.gjcity.org>. These plans serve as the foundation for the updated Circulation plan.

- *2010 Grand Junction Comprehensive Plan*
- Grand Valley 2040 Regional Transportation Plan
- *2001 Urban Trails Master Plan*
- 2002 Redlands Area Transportation Plan
- 2004 Pear Park Neighborhood Plan
- 2014 Orchard Mesa Neighborhood Plan
- 2011 Clifton/Fruitvale Community Plan

- 2007/2011 North Avenue Corridor Plans and Zoning Overlay
- 24 Road Subarea Plan and Overlay

Access Management Policies and Access Control Plans -

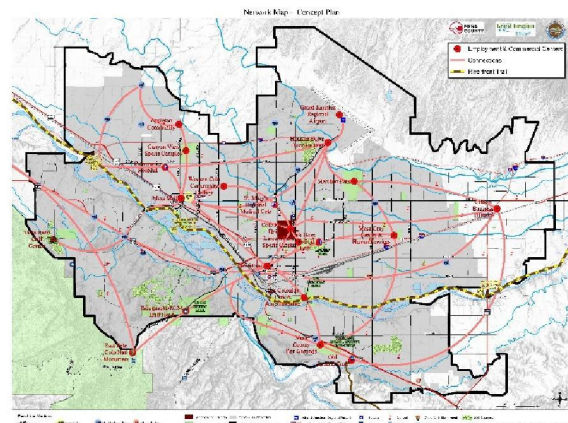
The City, County and CDOT have various access management plans and policies. This circulation plan update has been developed to work in conjunction with these policies, which can be found in the following documents:

- Mesa County Standard Specifications for Road and Bridge Construction (RB Spec) - www.mesacounty.us/publicworks/roads/specifications.aspx
- Mesa County Road Access Policy- www.mesacounty.us/RoadAccessPolicy.aspx
- City of Grand Junction Transportation Engineering Design Standards (TEDS). <http://www.codepublishing.com/CO/GrandJunction/?html2/GrandJunction29/GrandJunction29.html>
- Access Control Plans with the Colorado Department of Transportation (CDOT) - Some corridors fall under the ownership and jurisdiction of CDOT. CDOT has specific “Access Control Plans” that are implemented through intergovernmental agreements with Mesa County and/or Grand Junction for the State Highway system which affects driveways, street intersections and signalization spacing on these roads. The roads include Interstate-70, I-70 Business Loop, State Hwy 141, State Hwy 340, US Hwy 6 (North Avenue), and US Hwy 50, all of which run through the Grand Junction community.

Plan Elements

SECTION A: MAPS

1. The Network Map The Network Map is a conceptual view of the community from an overall “30,000 foot” vantage point that identifies important corridors and linkages connecting centers, neighborhoods and community attractions. It is used to support more detailed planning, such as the Active Transportation Corridor Map. It is implemented through capital construction of streets, sidewalks and trail infrastructure. A full-page map is included in Appendix A as Figure 1. [Hyperlink to appendices](#)

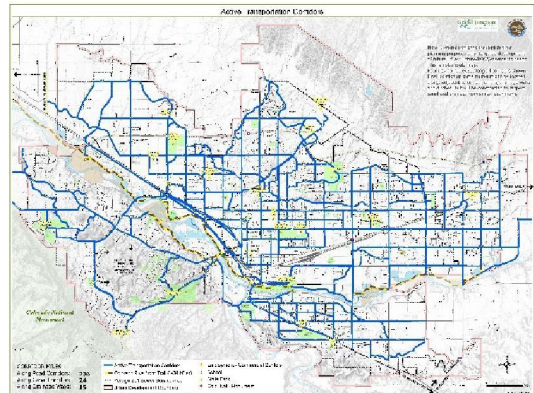


2. The Active Transportation Corridors Map (Non-motorized Transportation Map)

This Circulation Plan establishes the Active Transportation Corridor Map, to create a network of critical, continuous, safe, and convenient connections for non-motorized transportation (bicycles, pedestrians, motorized wheelchairs, e-bikes where permitted by law, etc). While it may be used for recreation or connect to the Colorado River and other trails, the Active Transportation Corridors are intended to provide a complete alternative network of non-motorized traffic routes. This includes using existing streets and future trails along water ways (canals, ditches and drainages) to connect neighborhood, schools, parks and other open space areas, as well as commercial and business districts with each other. It further identifies specific corridors that follow and support the Network Map and links important centers identified in the Comprehensive Plan's Future Land Use Map with neighborhoods and other attractions and local amenities.

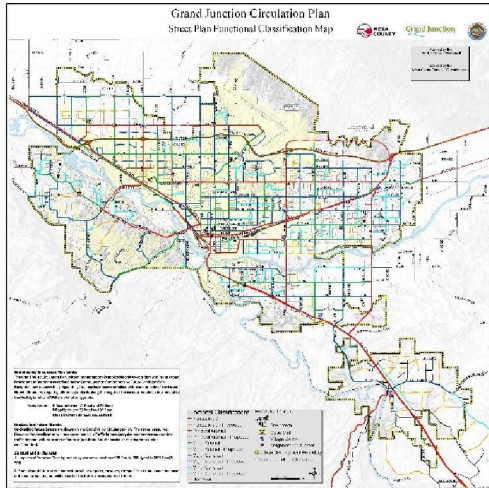
Active Transportation Corridors will include some canal, ditch and drainageway alignments where they provide the safest and best connections between neighborhoods and area attractions. This focused approach limits the use of canals, ditches and drainageways to only those routes that are most viable and critical for the active transportation network. During the planning, design and construction of these corridors the best route can be established which may include a combination of canals, ditches drainageways, roads or other properties to locate the actual active transportation non-motorized corridor on. Final location of these routes may be located on, along, adjacent to or near the canals, ditches and drainageways, but will be constructed to respect canal and drainage companies' operations.

The Active Transportation Corridors Map will be used to support more detailed planning and implementation, including capital construction of sidewalks, bike lanes and trail infrastructure. Active Transportation Corridors can be improved during new development projects or through capital improvement projects and through the development of drainageways as identified in the Grand Junction Comprehensive Plan.



As property develops there may be situations where trails may be a desired amenity but a route is not shown on the Map. An example of this may be providing a connection from an internal subdivision street to an outside collector or arterial street. Constructing these type of site and development specific improvements will provide connectivity that helps the overall transportation system work. See also “5. Improve Urban Trails System on and connecting to Active Transportation Corridors (Policy)” below. A full-page map of eh Active Transportation Corridors is included in Appendix A as Figure 2. [Hyperlink to appendices](#)

3. The Street Plan Functional Classification Map The Street Plan Map identifies major corridors for general circulation of motorized traffic within the Urban Development Boundary. Roadway classifications include collectors and arterial streets that move more traffic than local subdivision streets. Subdivision and other local streets connect to collector streets that connect to arterial streets. Collector and arterial streets connect community attractions including neighborhood centers, village centers, and downtown together. The map also shows unclassified roads which are important for neighborhood circulation. They establish general locations for these important future local streets in



undeveloped areas. The classification of these will be determined via a traffic impact analysis that demonstrates vehicular traffic demand within the area of interest.

There are over fifty changes to the Street Plan Map in this Circulation Plan since the map was adopted by City Council and Mesa County in 2010. These revisions are incorporated into the map and are the result of new development or improved traffic data.

A full-page map is included in Appendix A as Figure 3. [Hyperlink to appendices](#)

SECTION B: STRATEGIES/POLICIES

1. Complete Streets Policies (Policy)

a. Grand Junction – Adopt a Complete Streets Policy – The Complete Streets Policy will support the City of Grand Junction Comprehensive Plan goal to “develop a well-balanced transportation system that supports automobile, local transit, pedestrian, bicycle, air, and freight movement while protecting air, water and natural resources.” A Complete Streets approach integrates the needs of people and places in the planning, design, construction, operation and maintenance of transportation networks, making streets safer for people of all ages and abilities and thereby supporting overall public and economic health. At the heart of a complete streets policy is the intent for communities to build streets that safely accommodate all modes of transportation.

While the City has historically incorporated Complete Streets concepts in the design of transportation corridors, this policy memorializes that commitment for all transportation related projects. The Grand Junction Complete Streets Policy recognizes the importance of all modes of transportation and is established for the areas under the jurisdiction of the City of Grand Junction.

The City established the Urban Trails Committee to advise City Council on matters pertaining to the safe, convenient and efficient movement of pedestrians and bicyclists of all ages and abilities. It has been a long-standing goal and desire of the Urban Trails Committee, whose planning jurisdiction is limited to the Persigo 201 service area, to develop and adopt a Complete Streets policy. That goal was incorporated into the 2017 City Council Strategic Plan as a Key Initiative.

b. Mesa County - Develop and adopt a “Complete Streets” Policy – For Mesa County, an Urban Area Complete Streets Policy limited to the Urban Development Boundary will be developed that is appropriate to its jurisdiction and supports the Grand Junction Comprehensive Plan by fostering community values of transportation connections, attractive corridors and safe routes for all modes of travel. This policy will be part of the Mesa County Road & Bridge Standards and separate from the Complete Streets Policy adopted by the City of Grand Junction.

2. Apply the principles of an Integrated Transportation System (Strategy)

An integrated transportation system is defined as a system that provides transportation options and needs for all mobility types. New development shall be designed to continue or create an integrated system of streets and trails that provides for efficient movement of pedestrians, bicycles, and automobiles to and from adjacent development, while also encouraging the use of transit. Design shall allow for through movement of general traffic utilizing connectivity, thus avoiding isolation of residential areas and over-reliance on arterial streets.

Another aspect of an Integrated Transportation System is the concept of Complete Networks. There are limited number of corridor segments that cannot serve all mobility types due to a variety of restrictions such as constrained rights-of-way or an exclusive facility type. Some corridors, like off-street trails, are intended exclusively for bicycles and pedestrians and a small number of corridors can serve vehicles only. However, in all instances the transportation system as a whole should provide effective connections for all modes of travel. The individual corridors, when combined, work together to form an integrated transportation system or “complete network”. This circulation plan update was prepared with this concept in mind. The Street Functional Classification Map and the Active Transportation Corridor Map have been developed to work together with the Complete Network concept in mind.

Implementation Actions:

- A. Amend Development Codes to include requirements for building street networks and identify construction/reconstruction responsibility.
- B. Amend Development Codes to establish construction responsibility, design guidelines, and ownership guidance for bicycle and pedestrian facilities.
- C. Develop methods to incentivize construction of bicycle and pedestrian facilities.
- D. Revise the City of Grand Junction Transportation Engineering and Development Standards (TEDS) manual, specifically relating to street and trail design

guidelines and cross sections and transit requirements, to support the concepts presented in this plan.

- E. Revise the City's Zoning and Development Code to create best practices for street and intersection design alternatives based on anticipated travel patterns and multi-modal demand.
- F. Update the Mesa County Road and Bridge Standards to include additional options for implementation of the strategies/policies presented in this plan.
- G. Revise the Mesa County Development Standards to provide the necessary criteria to promote an integrated transportation system.

3. Incorporate Sub Area Maps (Strategy)

Various plans have been developed for some areas (sub-areas) within the Urban Development Boundary while many other areas still need specific plans. The following list recognizes planning efforts to date that are incorporated into this Circulation Plan.

- A. Safe Routes to Schools – Studies to improve safety for children between existing neighborhoods and schools continue with projects planned, funded and constructed for Nisley Elementary, Clifton Elementary and West Middle School. Other planning has occurred and will continue to occur for all schools in School District 51.
- B. Clifton Pedestrian Plan – refer to Clifton Fruitvale Community Plan
- C. Orchard Mesa Pedestrian Plan at the Fairgrounds/Meridian Park Neighborhood Center – refer to Orchard Mesa Neighborhood Plan
- D. Redlands area - refer to the Redlands Area Plan
- E. North Avenue Corridor Plans
- F. Pear Park refer to the Pear Park Neighborhood Plan
- G. Horizon Business District – refer to (future) Horizon Business District Overlay
- H. Mesa Mall Environs – (future)
- I. Safe Routes to Parks & Open Space (future)

Implementation Actions:

- A. Revisit each sub-area plan regularly and update when needed.
- B. Add to the list as new sub-areas are planned and mapped.

4. Improve Interconnectivity with Grand Valley Transit (GVT) (Strategy) - The vision for GVT is to provide a viable transportation choice for all populations that connects communities, neighborhoods, and destinations while improving quality of life and supporting economic vitality in the region. GVT strives to provide an affordable, connected, efficient, and easy to use transit system that attracts all rider types, integrates all modes of transportation and that provides a transportation system that

supports jobs, recreation and overall community well-being. Additional statistical information for GVT can be found in Appendix B. [Hyperlink to appendices](#)

To achieve GVT's vision, the transit system must provide improved interconnectivity and accessibility including first and last mile connections. Many of the improvements will rely on coordination with both Mesa County and City of Grand Junction for implementation.

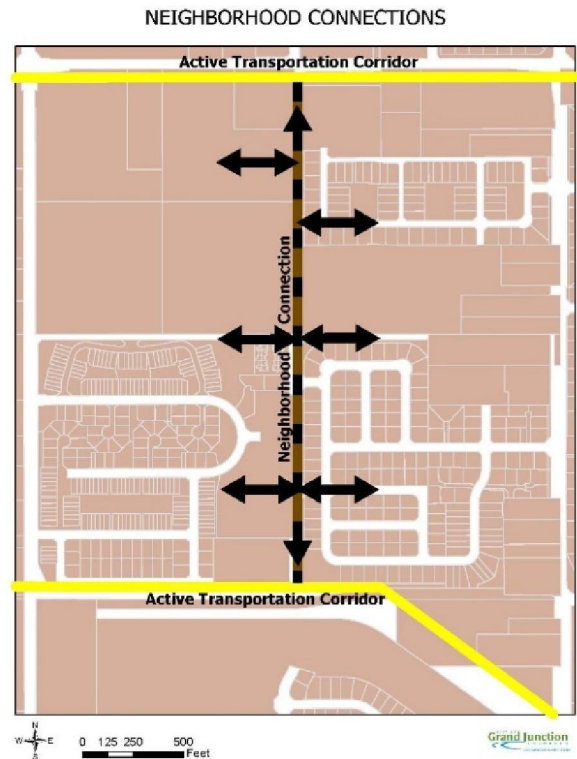
Implementation Actions:

- A. Access - In coordination with its partners, GVT will improve sidewalks, curb ramps, and bike lanes and provide bike racks at bus stops in an ongoing effort to improve access for riders.
- B. Collaboration – GVT will collaborate and be a strong community partner that works with public, private, and non-governmental organizations to provide transit service options within the transportation system and look to emerging trends and technologies to bring this to fruition.

5. Improve the Urban Trails System both on and connecting to Active Transportation Corridors (Strategy)

Creating neighborhood and community connections that are safe, convenient and efficient are very important to providing transportation options. These can include active transportation routes to parks, schools, commercial and employment areas that are off the major, highly traveled ways. Efforts should look at planning at a ¼ mile radius from a proposed development as well as the entire transportation corridor between major attractions.

Access between neighborhoods and subdivisions and connecting them and other attractions to the Active Transportation Corridors can be accomplished in a variety of ways. Using drainage ways and open space areas is deemed the highest priority to make these connections work. See the four examples below.



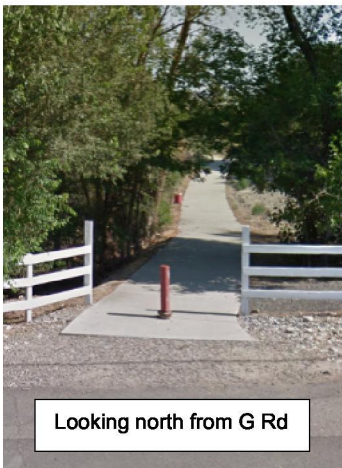
The City has a history of working with development to create safe and convenient connectors between not only similar land uses, like residential neighborhoods, but also between unlike land uses.

Example 1: Lincoln Park Connection from North Avenue. Creating a safe community connection from collector and arterial streets allows good public access to major attractions and is important in encouraging non-motorized transportation including transit. A bus stop exists on North Avenue at the entrance of this trail connection.



Example 2: Leach Creek Trail - The Estates and Blue Heron residential subdivisions and development of the Leach Creek bike/pedestrian concrete trail.

Leach Creek Drainage Trail – Connecting G Road and G ½ Rd



Example 3: Connection with Patterson Road – Trail across O'Reilly Auto Parts store property connects GVT Transfer Station with Patterson Road via a crosswalk at 24 ½ Road.



Example 4: Neighborhood connections to Active Transportation Corridors. These “neighborhood connections” provide individual subdivisions with access to the larger transportation system and link them with neighborhood subdivisions and other areas of the community. A “pathway” from a subdivision which leads to an Active Transportation Corridor will provide residents with an optional mode of transportation, while providing them access to major attractions in the urban area.



a. Incentives for Trail Construction - Trails and public streets are part of the transportation network. They provide transportation corridors for commuting purposes; serve as an amenity to the community, new developments, and neighborhoods. Trails have been shown to improve public health, strengthen community social connections and lead to increased property values.¹

Implementation Actions:

- A. The City or County will seek funding for off-site trail construction to connect development-required trail(s) to the existing trail network (Active Transportation Corridors).
 1. Revise the City’s Zoning and Development Code (Z&D) and County’s Land Development Code (LDC) to establish responsibility of new development and incentives for constructing trails shown on the Active Transportation Corridor Map and associated connections within their project limits.

b. Standards for Trail Design & Construction - All trails should be hard surface, preferably concrete and constructed to meet the American with Disabilities Act (ADA) requirements, follow specific regulations found in the Grand Junction Development Code and Transportation Engineering Design Standards (TEDS) manual, and be designed according to the latest industry standard.

The type of facility to be constructed for on-street trails shown on the Active Transportation Corridor map will generally be specified by the standard street cross sections in the TEDS Manual. However, the flexibility to choose a facility type that exceeds the minimum standards should be allowed and encouraged. Additionally,

¹ CMU Study: “The Impact of Natural Amenities on Home Values in the Greater Grand Junction Area” by Nathan Perry, Tammy Parece, Cory Castaneda and Tim Casey – updated June 2017

consideration should be given to implementing innovative pedestrian and bicycle facilities, in accordance with the latest industry standards, when the context of the corridor makes it feasible. Careful selection of the appropriate facility type is particularly important along the CDOT State Highway segments identified as Active Transportation corridors. For example, because of a corridor's context, a detached multi-use path or a separated two-way path could be preferred instead of on-street bike lanes. The designs for all projects on State Highway corridors are subject to the review and approval of CDOT staff.

Standards for trail design and construction must also account for crossings. Trail crossings occur when on-street or off-street trails intersect with another street. Crossings should be designed according to the latest industry standards and guidelines and prioritize the safety of vulnerable road users, pedestrians, and bicyclists.

- A. The majority of trail crossings will occur at existing street intersections. Design standards pertaining to the application of pedestrian crosswalks will apply.
- B. Current design standards and guidelines should be utilized to determine which of the various trail and pedestrian crossing treatments to select. For new crossing locations, an Engineering Study including a warrant analysis should be performed. The various trail and pedestrian crossing treatments that could be warranted by Engineering Study include crosswalk signage and markings, flashing warning beacons, pedestrian hybrid beacons, conventional traffic signals with pedestrian signal heads, or a grade separated crossing.
- C. When off-street trails cross streets, such as trails along drainageways or trails along canals, the preferred crossing treatment should be a grade separated facility. Ideally this would utilize a structure that accommodates both the trail and the necessary drainage conveyance. If a grade separated crossing cannot be reasonably accommodated, then an Engineering Study should be performed to select the appropriate at-grade crossing treatment. Ideally all at-grade crossings should occur at signalized intersections.
- D. When on-street trails cross CDOT State Highways or City/County arterials, the preferred crossing treatment should be a signalized intersection. A grade separated facility should be provided when it can be accomplished in combination with primarily vehicular bridge structures; such as the 29 Road overpass crossing the I-70 Business Loop. Grade separated trail crossings may also be possible by reallocating space on existing bridge structures; such as the B ½ Road Overpass crossing Highway 50. The designs for all projects crossing State Highway corridors are subject to the review and approval of CDOT staff.

Implementation Actions:

- A. Revise the City's Zoning and Development Code (Z&D) and County's Land Development Code (LDC) to reflect the intent of the following:
 1. Off-street trails shown on the Active Transportation Corridor Map shall be 10' wide, designed and constructed per the Transportation Engineering Design Standards (TEDS).

2. Minimum standards for on-street trails shown on the Active Transportation Corridor Map shall consist of on-street bike lanes in accordance with standard street cross sections and a detached sidewalk.
3. In some cases, because of topography or other concerns, it may be impossible to meet ADA requirements. Soft trails may be acceptable in those instances.
4. Per the Stormwater Management Manual (SWMM), most drainage channels require at least one 12' wide service road. All drainage channel service roads shall also be designed to function as soft trails. If a trail is shown on the Active Transportation Corridor Map along a drainage channel, the service road must be constructed of a hard surface. To achieve the required 12' service road width, it can be 10' of concrete with compacted road base shoulders.

c. Ownership and Maintenance of Trail System - This policy is as follows and is different within the jurisdiction of Grand Junction than it is in the unincorporated areas of Mesa County.

City of Grand Junction Implementation Actions:

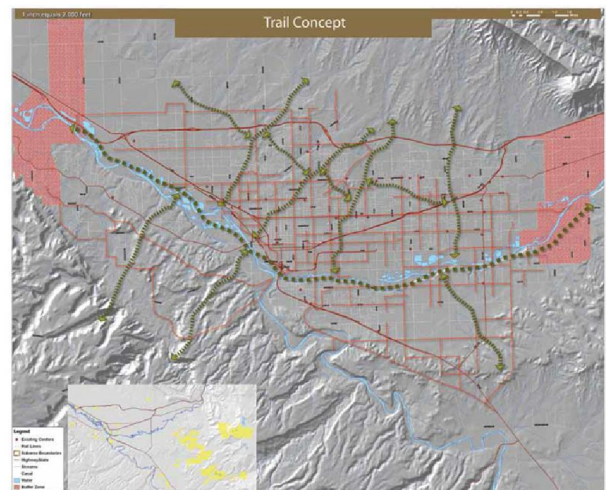
- A. Revise the Zoning and Development Code to reflect the intent of the following:
 1. If the trail is shown on the Active Transportation Corridor Map it must be in a tract or easement dedicated to the City of Grand Junction. If the trail is not shown on the Active Transportation Corridor Map the developer shall dedicate an appropriately sized tract or easement to accommodate the trail to the appropriate entity in the following order of descending priority: the City of Grand Junction, the Canal Company/ Drainage District, or the Homeowners Association (HOA) per the following:
 - a) When the trail is located adjacent to a drainage channel if maintained by the City of Grand Junction, it shall be dedicated to the City. If the Grand Valley Drainage District (GVDD) maintains the channel, dedication shall be to the City and/or the GVDD.
 - b) If the trail is located adjacent to a canal, dedication shall be to the City and/or the canal company.
 - c) Trails connecting internal subdivision streets or trails to external streets or trails shall be dedicated to the City or the HOA.
 - d) Trail connections between neighborhoods shall be dedicated to the City or the HOA.

Unincorporated Areas of Mesa County Implementation Actions:

- A. Establish the following language in the Mesa County Land Development Code and/or Transportation and Engineering Design Standards (TEDS) for developing property:
1. Trails connecting internal subdivision streets or trails to external streets or trails shall be dedicated to the HOA, but available for public use with appropriate easements.
 2. Trail connections between neighborhoods shall be dedicated to the HOA of which they are a part, but available for public use with appropriate easements.
 3. Sidewalks along streets shall be in the Mesa County right-of-way.

d. Active Transportation Corridors along Drainageways, Canals and Ditches – As shown in the 2010 Comprehensive Plan, the Colorado River Regional Trail envisioned by Grand Junction, Mesa County and many other partners establishes a regional trail running the length of the Colorado River from the Town of Palisade to the City of Fruita and beyond. Today parts of this trail are already built and more segments will be constructed through the combined efforts of various partners including Colorado Parks and Wildlife, the Colorado Riverfront Commission (One Riverfront), partner municipalities and the Urban Trails Committee.

Trails along Drainage Ways - North of the Colorado River, drainageways generally orient in a northeast/southwest direction as they drain toward the river. These drainageways create a grid system separate from the grid of the street system and can provide necessary connections for a trail network from many existing and future residential neighborhoods and the Colorado River. In the Redlands, drainageways generally orient from southeast to northwest. Trails can be located within some of the broader drainageways, but may have to be aligned along the edge of narrower drainage corridors.



Trails along Canals and Ditches – Canals are part of the secondary water system of the valley and generally run along contour lines in a northwest/southeast alignment, following the terrain of the valley. These canals are owned and operated by the U.S. Bureau of Reclamation (BOR) and private irrigation companies, and are located on lands owned by the BOR, in rights-of-way or easements across private land. Using a combination of limited drainageway trails (discussed above) and limited canal trails can create a part of the active transportation corridor grid system.

The concept of accessing the Colorado River Trail system through these non-motorized Active Transportation Corridors takes advantage of existing road corridors, greenways, drainages, and a few canal and ditch segments as identified on the Active Transportation Corridor Map to tie most of Grand Junction to the Colorado River Regional Trail.

City of Grand Junction Implementation Actions:

- A. Revise the Zoning and Development Code to reflect the intent of the following:
 - 1. Trails along canals and drainages are shown on the Active Transportation Corridor map for certain segments needed to make essential trail system connections. Utilizing these segments for trail connections will require:
 - a) Cooperation and allowance of public access from the irrigation and drainage providers to ensure public safety along the canal.
 - b) Providing canal and drainage operators the ability to maintain their infrastructure.
 - c) Permission from the underlying landowners and provisions to minimize public impacts on private land (such as fencing).
 - d) Establishment of Memorandums of Understanding (MOU's) to address liability.

Unincorporated Areas of Mesa County Implementation Actions:

It is Mesa County's policy to not require trails along drainageways or canals.

e. Develop wayfinding and marketing for trails system - A wayfinding system for bicyclists and pedestrians consists of comprehensive signing and/or pavement markings to guide bicyclists and pedestrians to their destinations along "Active Transportation Corridors" and other preferred routes. Signs are normally placed at decision points along routes – typically at the intersection of two or more routes, trails, or bikeways, and at other key locations leading to and along bike and pedestrian routes.²

Implementation Actions for all transportation providers/partners:

- A. Make trail maps available on key websites including at a minimum: Mesa County, City of Grand Junction, Grand Junction Economic Partners, Chamber of Commerce, Colorado Mesa University, and "Visit Grand Junction."
- B. Distribute hard copy maps/brochures at visitors' centers/ mobile visitor center/ hotels/ library/ schools and other locations that serve as visitor and user destinations.

² Adopted from *Urban Bikeway Design Guide*, Second Edition, National Association of City Transportation Officials, March 2014

- C. Distribute and/or post full-sized maps at various locations including downtown, the CMU campus, GVT transit centers and at important transit stops showing the multi-modal transportation network (GVT routes, trails, and roads, etc.).
- D. Develop a phone app showing different forms of circulation using different modes including photos. A mobile app could also be used to show history or points of interest as well as include the ability to report problems or suggestions.

6. Maintain/Improve Vehicular and Nonvehicular Circulation (Policy)

In less developed sections of the urban area there is a need for local (subdivision) streets to be constructed in specific locations for better connectivity and access to the collector and arterial street network. These streets have been identified as “Unclassified” on the Street Functional Classification Map and may be reclassified in the future when actual traffic demand is determined with development proposals.

Stub Streets - Local circulation systems and land development patterns must not detract from the efficiency of adjacent higher order streets nor limit access to undeveloped property within a neighborhood. Requiring stub streets is necessary to provide access and connectivity within a neighborhood. Management of access to higher volume streets, including public and private streets and driveways, is necessary to ensure that efficiency and safety are not unduly compromised.



Jamison Avenue is stubbed on both the east and west sides of this undeveloped area in Fruitvale

Implementation Actions:

Revise the Z&D and LDC to reflect the following:

- A. Unclassified “Future” Streets are required to be built during development. However, the classification will be determined via a Traffic Impact Analysis that demonstrates vehicle traffic demand within the area of interest (not limited to the development under consideration).
- B. Developments are required to stub streets to adjacent properties in logical locations, based on the Circulation Plan and each jurisdiction’s Access Management Policies. This will allow for an interconnected local street system while minimizing the number of points required for access to the general street system. Stub streets may be required for any functional classification street including local streets.

Appendix A- Maps

Figure 1 - Network Map

Figure 2 - Active Transportation Corridors Map

Figure 3 - Street Plan - Functional Classification Map

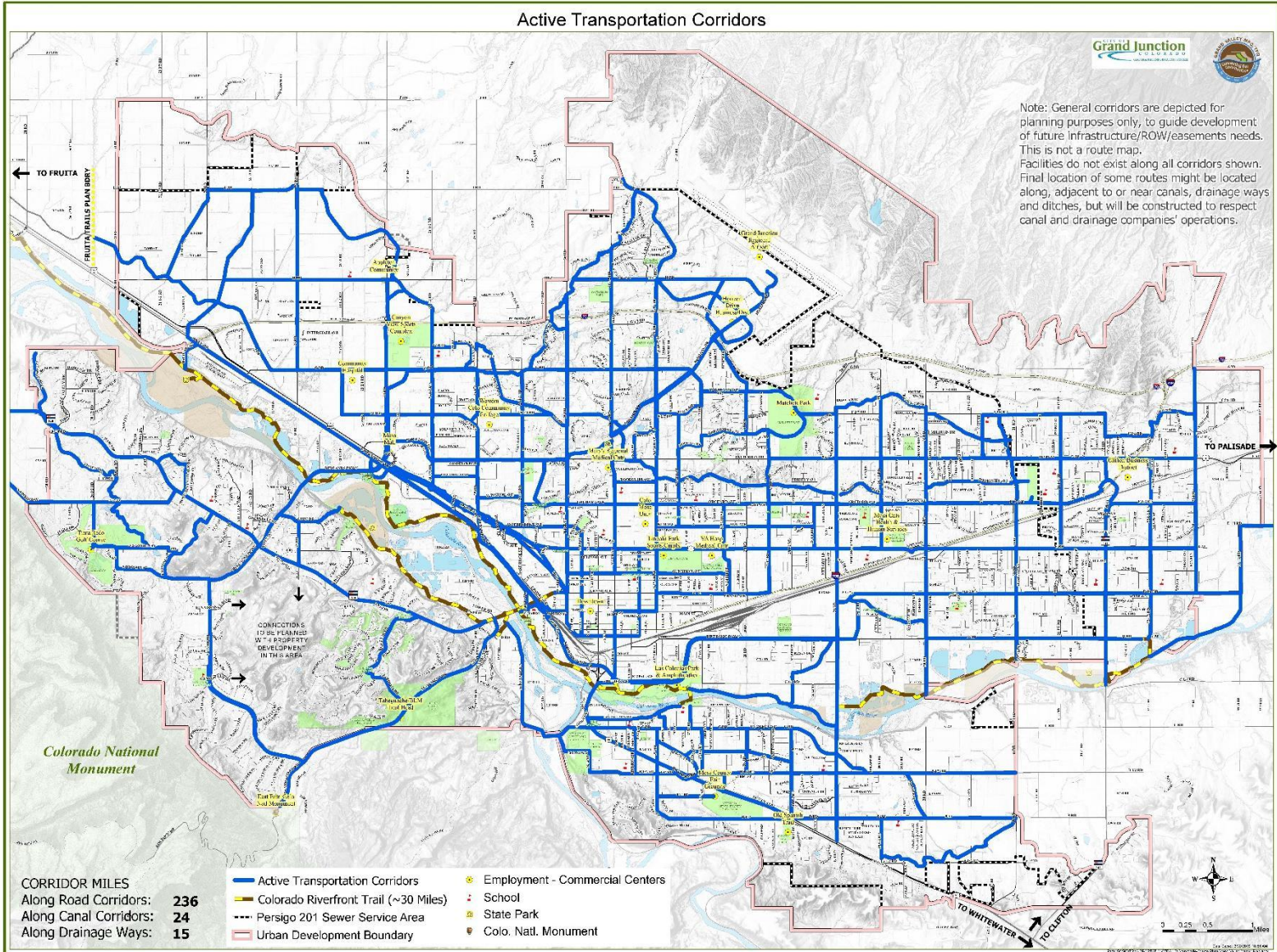
Figure 4 – Whitewater - Street Plan – Functional Classification Map

Figure 5 – Whitewater - Active Transportation Corridor Map

Active Transportation Corridors



Note: General corridors are depicted for planning purposes only, to guide development of future infrastructure/ROW/easements needs. This is not a route map. Facilities do not exist along all corridors shown. Final location of some routes might be located along, adjacent to or near canals, drainage ways and ditches, but will be constructed to respect canal and drainage companies' operations.



CORRIDOR MILES
 Along Road Corridors: **236**
 Along Canal Corridors: **24**
 Along Drainage Ways: **15**

- Active Transportation Corridors
- Colorado Riverfront Trail (~30 Miles)
- Persigo 201 Sewer Service Area
- Urban Development Boundary
- Employment - Commercial Centers
- School
- State Park
- Colo. Natl. Monument

Figure 2

Grand Junction Circulation Plan Street Plan Functional Classification Map



Adopted by the
Grand Junction City Council
Adopted by the
Mesa County Board of Commissioners

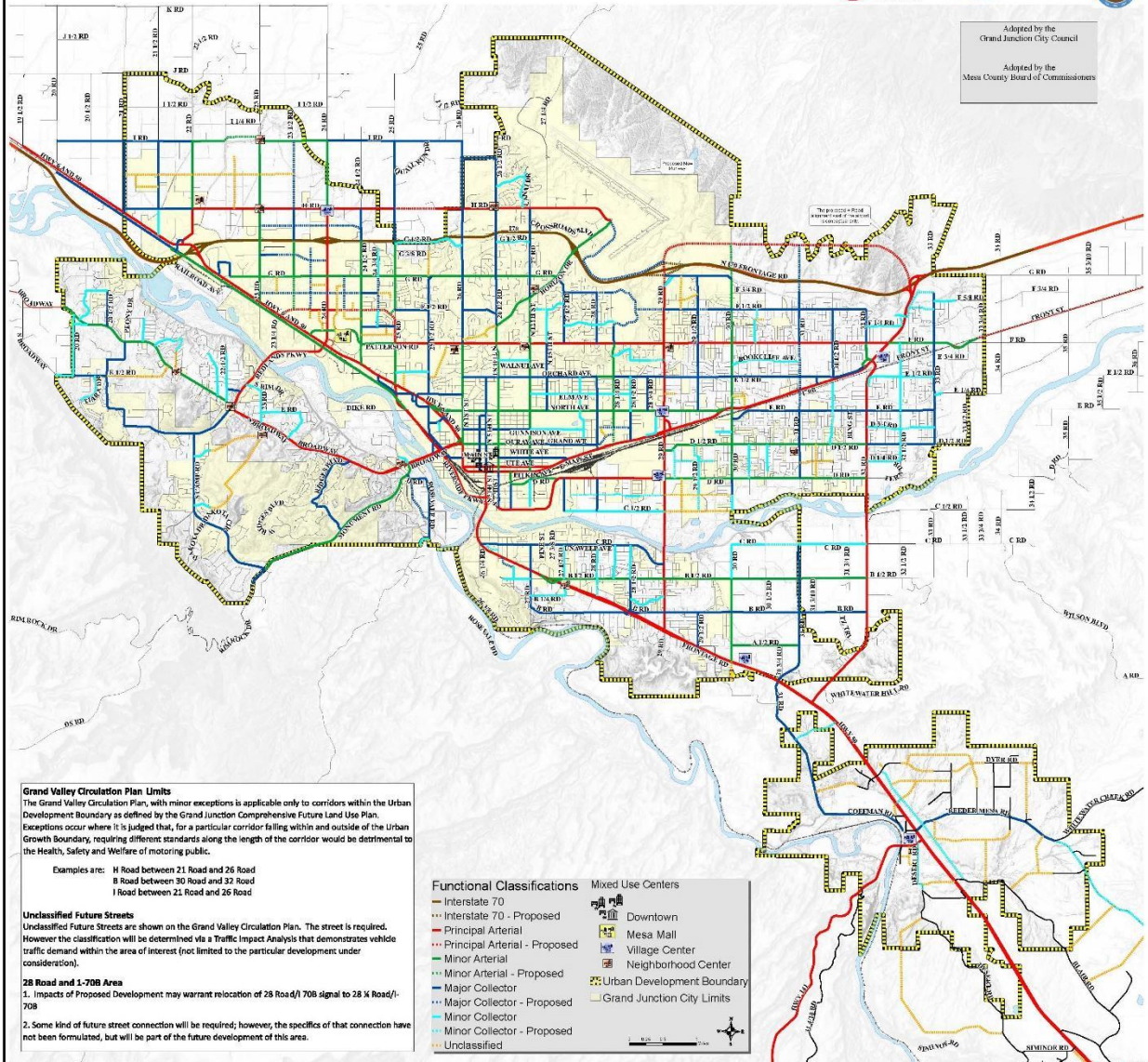


Figure 3

Street Plan - Functional Classifications Whitewater

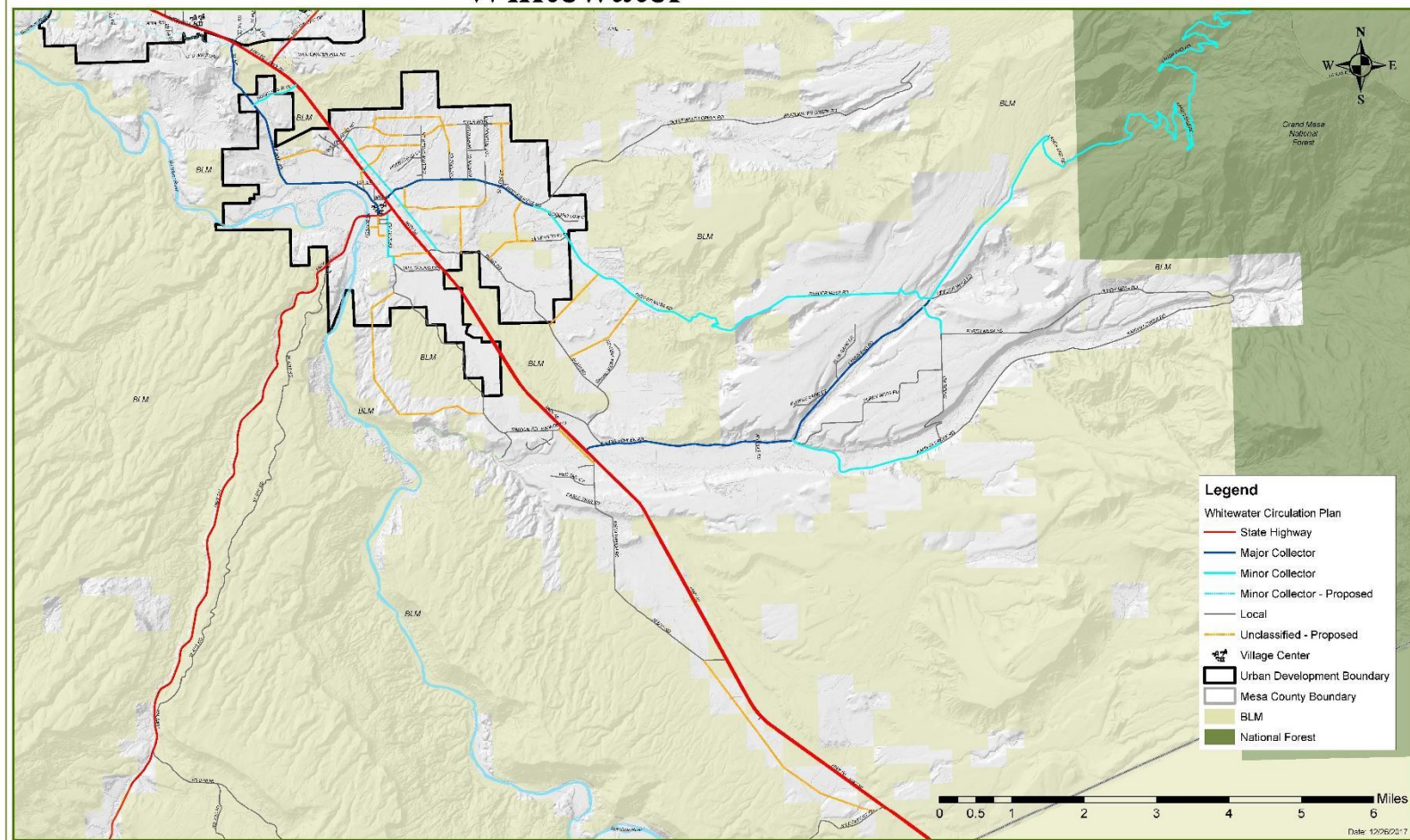


Figure 4

Appendix B - Background on Previous Adopted Transportation Plans

The following adopted plans have shaped the transportation planning in the community and have been adopted by one or both, the City of Grand Junction and Mesa County, and can be found at www.mesacounty.us/planning and/or at <http://www.gjcity.org>. These plans serve as the foundation for the updated Circulation plan.

- **2010 *Grand Junction Comprehensive Plan*** The Grand Junction Comprehensive Plan was adopted in 2010 by both the City Council of Grand Junction and the Mesa County Planning Commission. The Comprehensive Plan provides the vision and the goal of “Becoming the Most Livable Community West of the Rockies”. Creating a community with an excellent transportation system is essential to achieving this vision. The goals and policies of the Comprehensive Plan are furthered discussed in this Circulation Plan.
- **Grand Valley 2040 Regional Transportation Plan** (see gv2040rpt.org) - The 2040 Plan was adopted by the Grand Valley Regional Transportation Commission in 2015. To maintain the region’s transportation system, ensure the efficient movement of people and goods, and support future growth and development, transportation services and infrastructure are planned and coordinated through a regional transportation planning process carried out by the Grand Valley Metropolitan Planning Organization (GVMPO). The GVMPO is the federally-designated transportation planning organization for the Grand Junction urbanized area and all of Mesa County. The long-term guidance developed in the regional Long Range Regional Transportation Plan (RTP) informs a short-term capital improvement plan, or the Transportation Improvement Program (TIP), and prioritize projects to make the best use of limited funding. The regional plan covers all of Mesa County, including incorporated Grand Junction. The Grand Valley 2040 Regional Transportation Plan (RTP) is the most recent update to the region’s overall vision for future transportation infrastructure and investment and identifies the types of investments and strategies needed to address transportation mobility needs in the region. The plan guides future investments in the region’s transportation system to reduce congestion; ease commutes; improve roadway safety; enhance sidewalks, bike, and multi-use trails; and maintain an efficient and effective transportation system that supports the regional economy. It is scheduled to be updated in 2019 by a 2045 Plan.
- **2001 *Urban Trails Master Plan*** - The City of Grand Junction last adopted an Urban Trails Master Plan in 2001 and the Mesa County Board of County Commissioners retired it in April 2014, leaving a plan that is limited, outdated and only implemented within the city limits of Grand Junction. The Urban Trails Master Plan defines the type and locations of non-motorized transportation corridors in the Grand Junction urban area, as well as on-street bicycle and pedestrian facilities. Rather than update the Urban Trails Master Plan, it is being incorporated into this Plan, which will provide more direction, priorities, policies and implementation strategies.

- 2002 Redlands Area Transportation Plan – Includes a transportation section that was adopted as part of the Circulation Plan in 2002. There were four key elements of the planning effort: 1) State Highway 340 Access Control Plan; 2) capacity improvements on existing routes; 3) new roadways and neighborhood connections; and 4) multi-modal accommodations.
- 2004 Pear Park Neighborhood Plan – Includes a Transportation and Access Management Plan for the Pear Park neighborhood and was adopted as part of the Circulation Plan in 2004. It remains a part of the Circulation Plan today and its detail at a neighborhood level guides development access and street cross sections for major corridors in Pear Park.
- 2014 Orchard Mesa Neighborhood Plan – Includes a transportation planning section supporting complete street improvements, multi-modal enhancements for all major corridors on Orchard Mesa including US Highway 50, establishing non-motorized crossings of US Hwy 50 (including the eastbound conversion of the B ½ Road overpass to a pedestrian/bicycle path), and creating safe non-motorized routes to area attractions, schools, the riverfront, and centers.
- 2011 Clifton/Fruitvale Community Plan - Includes the Clifton Transportation Study and Clifton Pedestrian Circulation Study. Adopted in 2006 and amended in 2011, it specifically looks at pedestrian and bicycle improvements to US Highway 6 that runs through Clifton on the way to Palisade.
- 2007/2011 North Avenue Corridor Plans and Zoning Overlay - Includes transportation requirements that reinforce a “Complete Street” infrastructure that support this Circulation Plan.
- 24 Road Subarea Plan and Overlay - Adopted in 2000 and updated in 2017, it includes transportation requirements that reinforce a “Complete Street” infrastructure and support this Circulation Plan.

Appendix C - GVT Transit

GVT Transit Summary, Service Areas and Major Corridors

Based on onboard passenger surveys conducted between 2008 to 2016, the two major destinations for Grand Valley Transit (GVT) passengers while riding the bus are home followed by work. Therefore, GVT focuses the system around densities of residential development and centers of employment. Determining factors for route alignments and stop placement focus on transit-dependent populations that include older adult, persons with ambulatory disabilities, low-income, and zero-vehicle populations. Much of this information comes from Census tract data, while the Grand Junction Housing Coalition is another resource.

GVT focuses on specific corridors - Since the inception of fixed routes in 2000, GVT has focused on particular corridors including the following within the City of Grand Junction: North Avenue, Patterson Road, Orchard Avenue, Horizon Drive, Unawep Avenue, D ½ Road, D Road, 4th & 5th Street couplets, 7th Street, 12th Street, 29 Road, and 32 Road.

GVT daily boarding's and alightings –

The busiest stops in 2016 for passenger boardings include the following (in order):

- Downtown Transfer Facility
- Clifton Transfer Facility
- West Transfer Facility
- North Ave & East of 28 ¾ Rd - Walmart
- 1st St & North of Rood Ave – City Market
- North Ave & West of 28 ¾ Rd – Texas Road House - North Ave & East of 28 ½ Rd – Homeward Bound

The busiest stops in 2016 for passengers' alightings include the following:

- Downtown Transfer Facility
- Clifton Transfer Facility
- West Transfer Facility
- North Ave & Orchard Ave - West of 29 ¼ Rd
- North Ave & East of 28 ½ Rd – Homeward Bound
- North Ave & West of 29 ½ Rd – Career Center
- East of 28 ¾ Rd - Walmart

GVT seeks Economic and Community Vitality – Provide a transit system that supports jobs, recreation, and overall community well-being.

GVT seeks System Preservation – Maintain a financially sustainable transit system operating in a state of good repair.

GVT seeks Education and Outreach – Strive to inform and educate the public about transit services and the mobility options they provide for all trip types and populations. Municipalities and educational institutions can partner with GVT to leverage grant funding for capital improvements.

Examples of recent successes include:

- Pedestrian and bicycle facilities (crossing beacons, sidewalks, ADA ramps, etc.)
- Buildings (County Fleet addition in Whitewater, park-and-ride facilities)
- Compressed Natural Gas (CNG) fueling facilities
- Litter vacuum for Mesa County Facilities Department
- CMU coach bus, District 51 & GVT bus pullout on 7th & Elm at new engineering building
- Connecting the GVT West Transfer Station on 24 ½ Road, to Patterson Road, A “Neighborhood Connection” a trail was built by O’Reilly Auto Parts providing pedestrian access from 24 ½ Road to Patterson Road.



CMU (7th St) – GVT Bus Pullout



GVT Bus Transfer Station across street



Looking west from 24 ½ Rd

Appendix D - Resources

City of Grand Junction

www.gjcity.org

[Grand Junction Comprehensive Plan](#)

[Transportation Engineering Design Standards Manual \(TEDS\)](#)

[Urban Trails Committee](#)

Additional Plans can be found at <http://www.gjcity.org/residents/community-development/long-range-planning/>

Mesa County

www.mesacounty.us/planning

[Mesa County Road Access Policy](#)

[Mesa County Road & Bridge Specifications](#)

Additional Plans can be found at <http://www.mesacounty.us/planning/master-plan.aspx>

Grand Valley Metropolitan Planning Organization

www.rtpo.mesacounty.us

[2040 Regional Transportation Plan](#)

[Safe Routes to School](#)

Additional Plans, Reports and Studies can be found at <http://rtpo.mesacounty.us/plans-reports-studies.aspx>

Colorado Mesa University Natural Resource Center

<http://www.coloradomesa.edu/natural-resource-center/NRC%20Reports/socioeconomic-studies.html>

Studies include:

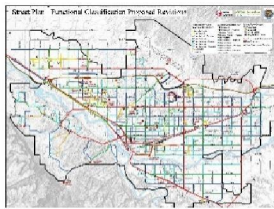
- Grand Valley Public Trail Systems Socio-Economic Study, 2018
- Rural Colorado Migration Study, 2018
- Mesa County Hedonic House Price Study, 2017

Proposed GJCP Revisions - Street Plan – List of Changes

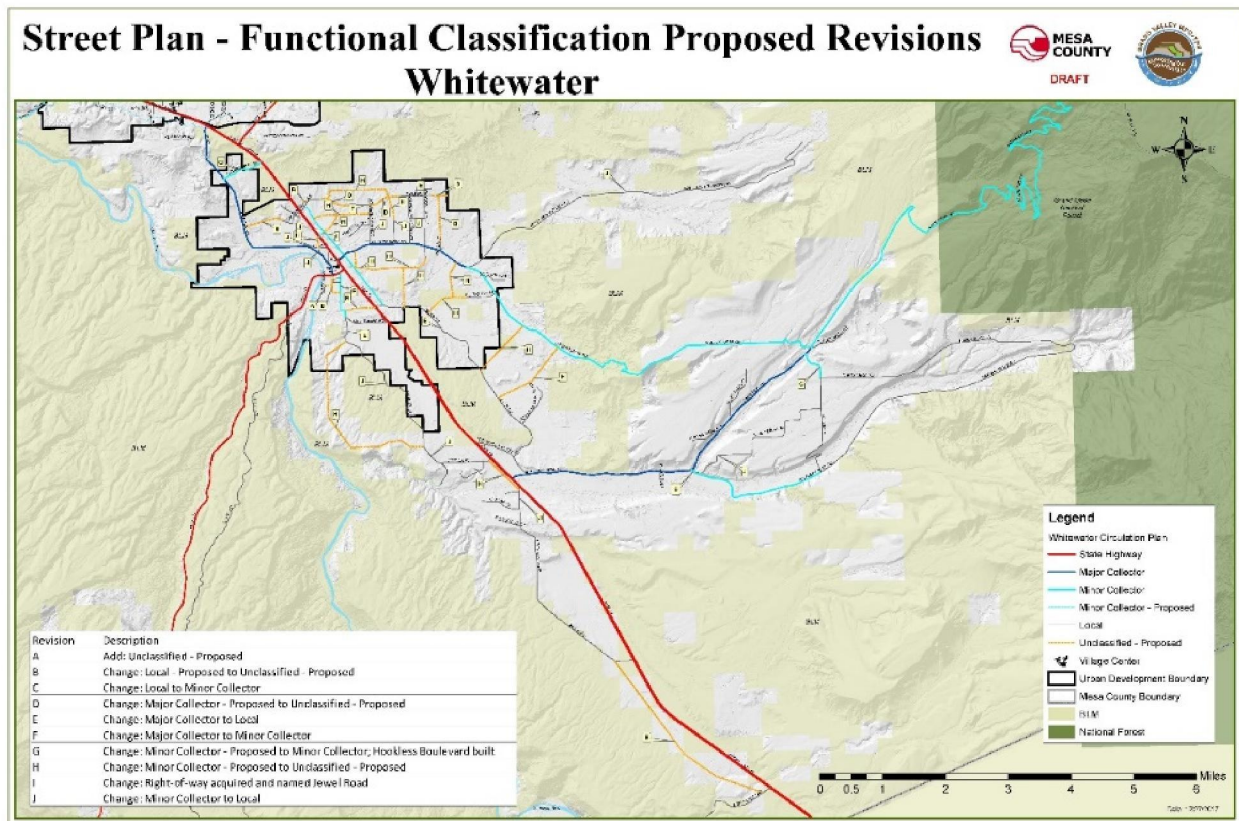
Revision	Description
1	Add: 22 Rd Crossing of RR connecting with Hwy 6 & 50 and River Road
2	Change: River Rd from 25 Rd Ramp to 22 Rd from a Major Collector to a Minor Arterial
3	Add: Bond Street from 21 1/2 Rd connecting to H 1/2 Rd as Unclassified
4	Change H 1/2 Rd from 21 Rd to 23 1/2 Rd from Proposed Major Collector to Unclassified
5	Add: Mease lane from H Rd to H 3/4 Rd as Unclassified
6	Remove: H 1/2 Rd from 23 1/2 Rd to 24 Rd
7	Add: G 3/4 Rd from 23 Rd to 24 1/2 Rd as a Major Collector
8	Remove: I-70 double diamond interchange between 23 1/2 Rd and 24 Rd
9	Remove: Previous alignment of Logos Dr
10	Change: Proposed Major Collector alignment of Logos Dr between 23 ½ and 24 Rd to a better alignment with G 1/4 Rd at 24 Rd intersection
11	Add: Market St north of F 3/4 Rd connecting to 24 1/4 Rd as Unclassified
12	Add: F 7/8 Rd between 23 3/4 Rd and 24 Rd as Unclassified
13	Change: F 3/8 Rd from 24 1/2 Rd to F 1/2 Rd from Local to Unclassified
14	Remove: Unclassified 24 3/8 Rd South of F 1/2 Rd
15	Remove: Tammera Ln South of F 1/2 Rd - was Unclassified
16	Add: 24 3/4 Rd from F 1/4 Rd to F 1/2 Rd as Minor Collector
17	Change: F ¼ Rd between 24 ½ Rd and 25 Rd from a Minor Collector to a Major Collector
18	Change: Flat Top Ln between 24 1/2 Rd and Devils Thumb Dr from a Minor Collector to Unclassified
19	Remove: 25 ½ Rd between G 3/8 Rd and G ½ Rd was Unclassified
20	No Change: keep as Unclassified
21	Add: 25 3/4 Rd from Patterson Rd to West Orchard Ave (follow drainage ditch) as Unclassified
22	Remove: 26 1/2 Rd and I Rd Major Collectors
23	Add: H 3/4 Rd between 26 Rd and 26 1/2 Rd as a Major Collector
24	Add: Unclassified stub street over Ranchman's ditch
25	Remove: H Rd to 29 Rd (Tunnel Under Runway) Principal Arterial
26	Add: Airport Frontage Rd Between H Rd and 29 Rd as a Major Collector
27	Change: Roads going through Matchett Park to match current Master Plan
28	Change: G Rd from a Minor Collector to a Major Collector from 29 Rd to 29 1/2 Rd connecting with future I-70 interchange
29	Change: G Rd between 29 1/2 Rd & 30 Rd from Unclassified to a Major Collector that extends to 29
30	Change: 29 1/2 Rd from a Minor Collector to a Major Collector
31	Add: 29 1/4 Rd between F 1/2 Rd and G Rd as Unclassified
32	Add: Extend Broddick as Unclassified between 29 Rd and 29 ½ Rd

33	Add: 28 1/2 Rd as Minor Collector connecting to Presley Ave from Grand Falls Dr
34	Add: Grand Falls Dr as Minor Collector connecting to 28 1/2 Rd from 28 1/4 Rd
35	Change: Presley Avenue from Unclassified to Minor Collector between 28 3/4 Rd and 29 Rd
36	Add: Elm Avenue between 29 Rd and 29 1/4 Rd as Unclassified
37	Change: 28 Rd between Orchard Ave and Grand Ave from a Minor Arterial to a Major Collector
38	Add: 28 Rd between Grand Ave and I-70B as a Major Collector (Unsignalized and Likely Movement Restricted)
39	Change: Riverside Pkwy from 7th St to 29 Rd from a Minor Arterial to a Principle Arterial
40	Change: 27 1/2 Rd between Riverside Pkwy and C 1/2 Rd from Minor Collector to Major Collector
41	Add: C 3/4 Rd between Indian Rd and 28 Rd as a Minor Collector
42	Change: 28 Rd between Riverside Pkwy and C 1/2 Rd from Minor Collector to Major Collector
43	Add: 29 1/4 Rd between C 1/2 Rd and D Rd as Unclassified
44	Add: D 1/4 Rd between 29 1/2 Rd and 29 3/4 Rd as a Minor Collector
45	Add: Unclassified connection from 30 Rd to I-70 Frontage Rd with a connection to Market Way
46	Change: 30 Rd heading south from US Hwy 50 from a Major Collector to Unclassified
47	Add: F 1/2 Rd between 32 Rd and 33 Rd as a Minor Collector
48	Add: F 3/4 Rd between 33 Rd and F 1/2 Rd as a Minor Collector
49	See: Whitewater Functional Classification Proposed Revisions Map
50	Add: Proposed Major Collector on segment between Highway 6 & 50 and River Rd at truck stop
51	Change: Principal Arterial to Major Collector on H Rd between 21 Rd and 22 Rd
52	Change: Principal Arterial to Minor Arterial on 22 Rd north of H Rd
53	Change: Principal Arterial to Minor Arterial on 24 Rd north of H Rd
54	Delete: F 3/4 Road from 24 3/4 Road to 25 Road
55	Add: F 3/4 Road to Copper Canyon Drive as Unclassified
56	Change: C 1/2 Rd between 29 Rd and 30 Rd from a Minor Collector to Unclassified
57	Change: C 3/4 Rd between 29 Rd and 30 Rd from a Minor Collector to Unclassified
58	Change: 31 1/4 Rd between D Rd and D 1/2 Rd from a Minor Collector to Unclassified
59	Change: D 1/4 Rd between 31 Rd and 31 1/2 Rd from a Minor Collector to Unclassified

WHITewater STREET PLAN MAP #49	
A	Add: Unclassified – Proposed
B	Change: Local – Proposed to Unclassified – Proposed
C	Change: Local to Minor Collector
D	Change: Major Collector – Proposed to Unclassified - Proposed
E	Change: Major Collector to Local
F	Change: Major Collector to Minor Collector
G	Change: Minor Collector – Proposed to Minor Collector; Hookless Boulevard built
H	Change: Minor Collector – Proposed to Unclassified - Proposed
I	Change: Right-of-way acquired and named Jewel Road
J	Change: Local to Minor Collector



See the full-size map found in Exhibit 4 to view proposed changes to the Street Plan within the Urban Development Boundary in the Grand Junction/Clifton area.



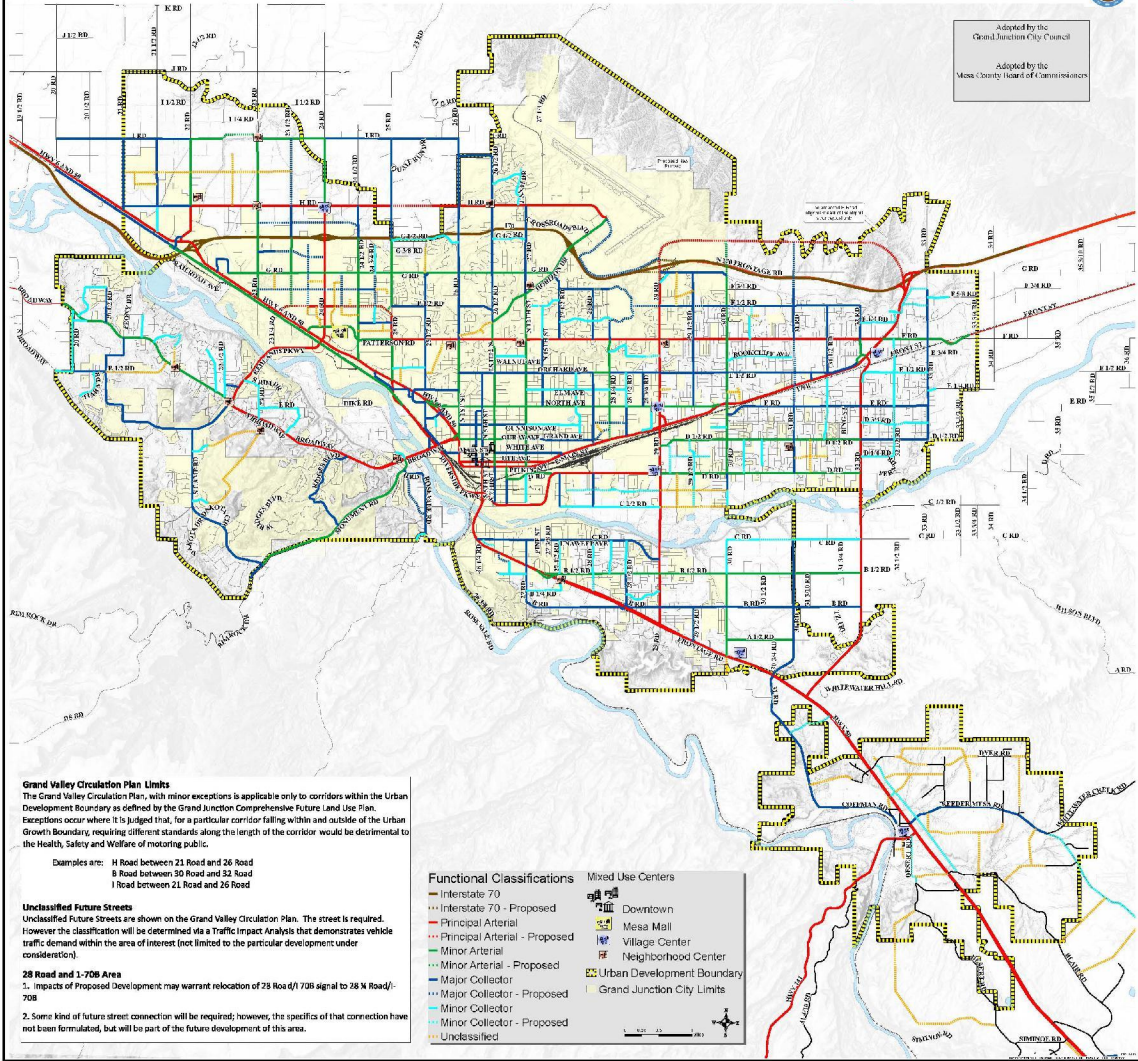
Whitewater is part of the Comprehensive Plan Urban Development Boundary area, but is not within the Persigo 201 annexable area. Mesa County Planning Commission will be including this area as part of their Plan adoption.

Grand Junction Circulation Plan

Street Plan Functional Classification Map



Adopted by the
Grand Junction City Council
Adopted by the
Mesa County Board of Commissioners

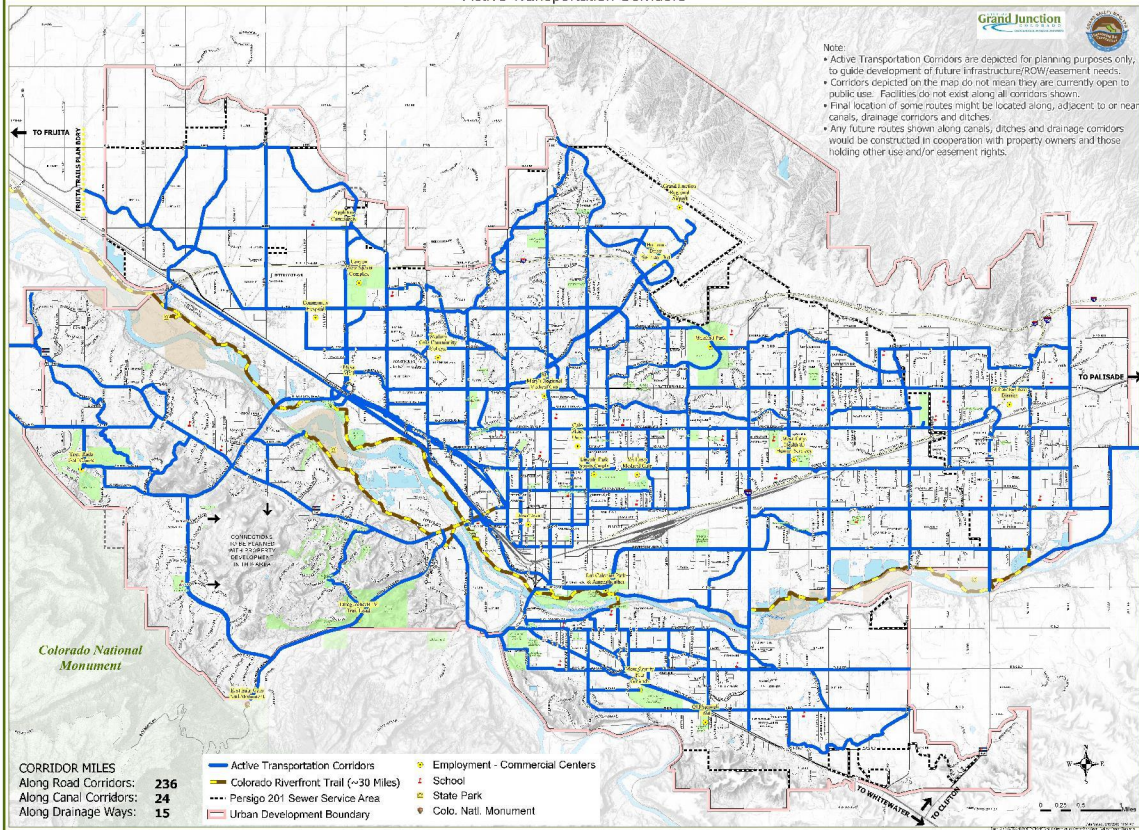


Active Transportation Corridors



Note:

- Active Transportation Corridors are depicted for planning purposes only, to guide development of future infrastructure ROW/easement needs.
- Corridors depicted on the map do not mean they are currently open to public use. Facilities do not exist along all corridors shown.
- Final location of some routes might be located along, adjacent to or near canals, drainage corridors and ditches.
- Any future routes shown along canals, ditches and drainage corridors would be constructed in cooperation with property owners and those holding other use and/or easement rights.



CORRIDOR MILES
 Along Road Corridors: **236**
 Along Canal Corridors: **24**
 Along Drainage Ways: **15**

- Active Transportation Corridors
- Colorado Riverfront Trail (~30 Miles)
- - - Persigo 201 Sewer Service Area
- Urban Development Boundary
- Employment - Commercial Centers
- School
- State Park
- Colo. Natl. Monument

List of Public Meetings

Public Outreach and Comments Received: The Technical Team held focus group meetings with many organizations and entities in between workshops with both Grand Junction and Mesa County Planning Commission and workshops with the Grand Junction City Council and briefings with the Board of County Commissioners. Many comments were received from the public at the February Open House and through email. In additions letters from various agencies were received, both in support and not in support of the proposed Plan.

The following individuals, groups and organizations were given presentations of the proposed Circulation Plan. In February a community open house was held with more than 40 people in attendance.

One on Ones

1. Bill Merkel – Large property owner – met Oct. 20, 2017
2. Chris Endreson – CU Denver local Technical Assistance Coordinator– met Jan 24, 2018
3. Elizabeth Fogarty – Visit Grand Junction Director – met March 14, 2018

Canal Companies / Drainage Districts / Utility Providers

1. GVWU - Mark Harris, Manager – met Oct. 20, 2017
2. GVDD - Tim Ryan, Manager – met Oct. 20, 2017
3. PID, GVWUA, OMID managers - met Dec. 11. 2017
4. Palisade Irrigation District Board – met Jan. 4, 2018
5. GVIC - Phil Bertrand and Charlie Gunther - met Jan 10, 2018
6. RW&P - Kevin Jones with 4 Board members – met Jan 11, 2018
7. Grand Valley Water Users Board – met Jan. 11, 2018
8. GVIC Board – met May 3, 2018

Economic Development Partners

1. NAOA – met Jan 18, 2018
2. Horizon BID – met Feb 21st
3. GJEP – met Feb 28th
4. Chamber of Commerce - Met March 22, 2018
5. DDA – met April 12, 2018

Development Interests

1. WCCA and Homebuilders Association – met Nov 15, 2017
2. AMGD – met Dec 6, 2017
3. Estate and Lending – Board of Realtors - met April 12, 2018

Recreational Interests –

1. Urban Trails – met Oct 10, 2017

2. Parks Department Staff – met Jan 8, 2018
3. Grand Valley Trails Alliance – met Feb 13th
4. Colorado Riverfront Commission – met April 17, 2018

School District 51 – met January 19, 2018

Local Coordinating Council for RTPO/GVT – met April 4, 2018

Various Transportation Agency Meetings

1. GVRTC –
 - a. met Feb 27, 2017
 - b. met Feb 26, 2018
2. TAC – met Feb 14, 2018
3. CDOT Staff – met Feb 15, 2018

Planning Commission, City Council, BoCC meetings

1. February 16, 2017 – Joint Planning Commission/City Council Workshop
2. October 19, 2017 - Planning Commission Workshop
3. December 4, 2017 - City Council Workshop
4. December 7, 2017 – Planning Commission Workshop
5. December 21, 2017 – Planning Commission Workshop
6. January 4, 2018 – Planning Commission Workshop
7. February 8, 2018 – Mesa County Planning Commission Workshop
8. February 27, 2018 – Mesa County Board of County Commissioners Briefing
9. March 8, 2018 – Mesa County Planning Commission Workshop

Public Open house – February 28, 2018

April 19, 2018

City of Grand Junction
Planning Commission and City Council

Re: 2018 Grand Valley Circulation Plan

Dear Planning Commission and City Councilmembers;

Please accept this letter of support from the Grand Junction Economic Partnership (GJEP) for the proposed combination of the Circulation Plan and Urban Trails plans into a singular, updated Grand Valley Circulation Plan. As the economic development organization for Mesa County, we support a united effort between the City of Grand Junction and the County to create a more balanced transportation system. Further, we believe projects such as this will provide significant value to the overall health and economic vitality of our community.

As GJEP strives to recruit more businesses into Mesa County, it is imperative that we have a comprehensive transportation plan that supports increased demands and usage. Our prospects seek locations that offer safe, reliable and convenient means of transportation. Further, it is becoming increasingly important in our recruitment efforts to demonstrate a community that is accessible through multiple means of transportation. We feel certain that the efforts and improvements outlined in the proposed Circulation Plan will not only provide better, more balanced transportation for current residents, but will serve as a key tool in our efforts to bring more business and jobs into the Grand Valley.

Thank you for your consideration.

Sincerely,



Robin Brown
Executive Director



February 26, 2018

City Council
250 North Fifth Street
Grand Junction, Colorado 81501

Greetings, Mayor Taggart and Council members:

Please accept this letter as a pledge of support from the Horizon Drive Business Improvement District board for the newly updated Active Transportation Map. We support the goals of the Active Transportation Map showing proposed non-motorized corridors that was presented to us by the City's Principal Planner, Dave Thornton. Mr. Thornton attended our board meeting on February 21, 2018 to gather input on a proposed Circulation Plan for Grand Junction. We viewed the plans, asked questions, and had a good discussion of the connectivity needs of both the City in general and the Horizon Drive District.

72% of the city's lodging is located within the Horizon Drive District, and many visitors seek safe and convenient active transportation opportunities nearby. The proposed corridor that runs past the Visitor's Center in the heart of the District and provides a short connection to Matchett Park would be a valuable amenity to both visitors and the 2600 people employed in the District. We've been told that access to a park is one of the most frequent requests our lodging establishments receive. Another important link would be a connection from Horizon Drive to First Street at Corner Square as envisioned on the Active Transportation Map. This would be a vast improvement to the route currently available for active transportation to Mesa Mall, downtown Grand Junction, and the Riverfront Trail.

We encourage City Council to approve the Active Transportation Map. The Horizon Drive District will work with the City, canal companies, property owners, and any interested parties to achieve the connectivity envisioned in the plan.

Best regards,

Jay Moss
President

VISIT THE DISTRICT

WWW.HORIZONDRIVEDISTRICT.COM

970.985.1833

2764 Compass Drive, Suite 205 Grand Junction, CO 81506

North Avenue Owners Association
1708 North Ave
Grand Junction, CO 81501

19 April 2018

David Thornton, AICP
City of Grand Junction Public Works and Planning
250 N 5th Street
Grand Junction, CO 81501

Re: Comprehensive Plan for the Grand Valley Transportation and Urban Trails

Dave,

We are happy to respond, that the North Avenue Owners Association supports this vision of a Comprehensive Plan.

When we look at the total picture, we would like to see the areas where the most traffic flows, (specifically, North Avenue) and has the least amount of enhancements (safety) receive quicker attention. The North Avenue has traffic flow of thousands per day, and areas where pedestrian and bikers cannot travel safely. We feel that these areas need to be addressed prior to starting new projects. Yes, this plan is needed and appropriate, however, we feel the greater volume of need and safety should be addressed first.

We agree this is a great plan, and one we would like to occur. We feel the first steps should be; to make what we do have, safe and accessible, then complete this appropriate comprehensive plan.

Thank you for your work,




Poppy Woody
North Avenue Owners Association



COLORADO
Department of Transportation

Region 3 Traffic and Safety

TO: DEAN BRESSLER, GRAND VALLEY MPO
FROM: ZANE ZNAMENACEK, REGION 3 TRAFFIC ENGINEER 
DATE: 4/10/2018
SUBJECT: 2018 GRAND JUNCTION CIRCULATION PLAN

I wanted to take a minute and thank you for the opportunity to review and comment on the recently completed 2018 Grand Junction Circulation Plan. Sometimes communities complete these plans without CDOT involvement, and conflicts arise during implementation. With up front CDOT involvement, we can discuss any potential conflicts of interest and resolve them before publication of the plan. In the case of the Grand Junction plan, it was great to see a presentation on the plan, and have opportunity to express comments, questions and concerns as the plan relates to state highways. This process led to a local plan that meshes well with both state and local priorities, and will be a valuable resource for all of us.

Again, thank you for the opportunity to be involved in this process, and I look forward to being involved in future revisions and discussions as they relate to CDOT facilities.





April 7, 2018

City of Grand Junction
Attn: Dave Thornton
250 North 5th St.
Grand Junction, CO 81501

Re: Grand Valley Circulation Plan & Urban Trails Plan

Dear Mr. Thornton,

Colorado Discover Ability would like to enthusiastically lend our support in favor of the adoption of the proposed Circulation Plan. We feel this plan would support accessibility as well as promote a safe and supportive environment for persons with a disability seeking independence in their lives. Furthermore, CDA supports the use of canals and drainage ways for non-motorized travel, not to exclude e-bikes, as an important means to creating a safe transportation plan. E-bikes are an essential tool for persons with disabilities and we feel strongly that their use should be protected under “non-motorized” travel as well. Lastly, CDA supports the Circulation Plan because we feel its implementation would support recreational opportunities we provide, including cycling events for disabled Veterans and community members with a disability.

Thank you for your consideration and please do not hesitate to reach out to me if I can be of assistance in the support of the Circulation Plan.

Best regards,

Daniel Brown
Program Director
Colorado Discover Ability
(970) 257-1222
programs@cdagj.org



Mesa County Regional Transportation Planning Office

April 20, 2018

City of Grand Junction
ATTN: Dave Thornton
250 North 5th Street
Grand Junction, CO 81501

Re: Grand Junction Circulation Plan and Complete Streets Policy

Dear Mr. Thornton,

Grand Valley Transit (GVT) strongly supports the proposed Grand Junction Circulation Plan and Complete Streets Policy. The proposed plan and policy will increase access and mobility and create equitable investment in our transportation system. It allows a broader range of ages and abilities to get where they need to go and positively contribute to our local economy.

The Mesa County Regional Transportation Planning Office (RTPO) oversees the operational contract for GVT. GVT serves the City of Grand Junction, City of Fruita, Town of Palisade, and unincorporated urban areas of Mesa County. GVT was designed around serving the economically disadvantaged, disabled, and elderly populations for access to employment, education, medical services, shopping, and personal trips. GVT continues to focus on our core riders while addressing the diverse transportation needs in the communities we serve. GVT has three modes of service: fixed routes operating on a regular path and schedule, paratransit serving people with mental and physical disabilities who are unable to utilize the fixed route service, and Redlands Dial-A-Ride that is an on-demand, shared-ride service connecting into the fixed-route system. Over the past five years, annual ridership has averaged around 900,000 passenger trips.

The proposed plan would improve access to employment centers. Based on the latest onboard survey conducted in 2015, 61% of riders do not have a driver's license or are not able to drive and 54% have no operating vehicles in their household. Without transit service, employees would be unable to hold down jobs and employers would have a smaller pool of potential employees. GVT has multiple routes serving the Workforce Center, technical colleges, and the university in order to enable our community to gain skills to obtain employment and stay employed. People who live too far from the transit system and do not have a driver's license or operating vehicle possibly turn to public assistance to support themselves and their families. However, with better pedestrian and bicycle connectivity as the proposed plan would provide, many more people would have access to transit and therefore access to employment.

The proposed plan would improve efficiency in the transit system, allowing the existing budget to cover increased service. Like all public transit agencies, GVT struggles to address first- and last-mile connections (i.e., walking, bicycling, taxi) to our system. Were pedestrian and bicycle improvements made according to the Active Transportation Corridor Map, GVT fixed routes

could serve many areas more efficiently. Many existing paratransit passengers could utilize the fixed-route system if the sidewalk network was more complete, resulting in lower costs to GVT. All of these cost savings combined could allow for a variety of increased service such as Sunday or late night service.

GVT is a regular participant in our local planning processes that lay the foundation for an improved transit system. Without planning documents, development would occur in a way that is detrimental to the future of public transit and its first- and last-mile connections. The Grand Junction Circulation Plan is consistent with local and regional planning documents, including:

- Clifton Transportation Study (2003)
- Clifton-Fruitvale Community Plan (2006 – Amended 2011)
- Clifton Pedestrian Circulation Study (2006)
- Old Town Clifton Plan (2007)
- United States Highway 6 - Clifton Access Control Plan (2008)
- Grand Valley 2040 Regional Transportation Plan (2014)
- Clifton Planning and Environmental Linkages Study (2016)

In summary, the Grand Junction Circulation Plan and Complete Streets Policy are aligned with the goals of GVT and increase operational efficiencies of the transit system. That is to say, the Circulation Plan provides the planning framework for and supports equitable investment in a transportation system that increases access and mobility for all people including those who ride the bus.

Sincerely,



Elizabeth Collins
Senior Transportation Planner
(970) 683-4339
Elizabeth.collins@mesacounty.us



May 15, 2018

Grand Junction City Council and Planning Commission
250 North 5th Street
Grand Junction, CO 81501

Re: Grand Junction Circulation Plan and Complete Streets Policy

Dear City Council members and Planning Commissioners:

The first bike lanes came into existence in Grand Junction in 1997 as a result of the 1995 Urban Trails Master Plan; we now have over 100 miles of bike lanes throughout the city. The Urban Trails Committee (UTC) hopes to continue this legacy and therefore strongly supports the proposed Grand Junction Circulation Plan and Complete Streets Policy. We believe comprehensive, long-term visions like this proposed plan will create a community with desirable lifestyle options and attractive outdoor spaces.

Members of the UTC are appointed by Grand Junction City Council to provide advisory oversight on capital projects, land development project review and street facilities. We utilize the circulation plan to guide development in a way that provides connectivity for multimodal traffic, thus fostering a more active, healthy, economically viable, and livable community for all ages and abilities.

The economy and health of our communities and citizens are directly tied to the availability of safe commuter and recreational multimodal opportunities. The walkability score from *walkscore.com* for Grand Junction is 29 on a 100-point scale. In a *2009 Study*, for every one point increase in walkability score, property values increased by \$700-\$3000. Additionally, according to the *Association of Realtors*, 56% of Americans want to live in Smart Growth Communities.

The proposed Circulation Plan provides accessible, safe, close-to-home urban trail systems; places to walk, bike and experience nature; and public access to our rivers so they become the "front doors" to vibrant, livable communities.

In the 2012-2017 Community Health Improvement Plan for Mesa County, community health experts and the County Board of Health recognized the fundamental importance of the built environment (sidewalks, bike paths, trails, etc.) to the health of our community. The key findings of this assessment noted the importance of environmental factors to positive health outcomes, including access to health facilities, walking paths, healthy food options and green space.

The Grand Junction Circulation Plan and Complete Streets Policy are strategic tools to guide the future course of pedestrian and bike facilities in the Grand Valley. With the approval of this plan, the City will ensure safe modes of non-motorized transportation for Grand Junction citizens of all ages and abilities for the foreseeable future.

The Grand Junction Urban Trails Committee supports the adoption of the Circulation Plan and Complete Streets Policy and looks forward to your favorable consideration. Thank you.

Sincerely,

Kristin Heumann, Chair
Urban Trails Committee

David Lehmann, Vice-Chair
Urban Trails Committee



April 20, 2018

RE: Grand Junction Circulation Plan Letter of Support

Downtown Grand Junction (DDA/BID) is pleased to support the City of Grand Junction's proposed 2018 Circulation Plan. The Active Transportation Corridors map will be an improvement to the 2001 Urban Trails Map and will help identify critical linkages for non-motorized travel. Non-motorized travel represents a large percentage of our Downtown visitors therefore it is important to provide convenient and continuous travel for the non-motorized activity in our pedestrian friendly Downtown. The utilization of Complete Streets principles is also an improvement as it will help ensure that streets are designed and operated with all user groups in mind, which is especially important in our Downtown core where there are a variety of modes of transportation that need to be accommodated in an integrated manner.

Sincerely,

Brandon Stam

Brandon Stam
Executive Director
Downtown Grand Junction

**Grand Valley Water Users Association
Grand Valley Irrigation Company
Orchard Mesa Irrigation District
Redlands Water & Power Company
Palisade Irrigation District
Mesa County Irrigation District**

March 21, 2018

Dave Thornton, Senior Planner
Community Development Department
City of Grand Junction
250 North Fifth Street
Grand Junction, CO 81501

Re: City of Grand Junction
2018 Circulation Plan

Dear Mr. Thornton:

Please accept this letter as the unified response of the above listed Grand Valley irrigation and drainage providers to the proposed 2018 Circulation Plan. Although we appreciate the work of those who have contributed to the development of the Circulation Plan, we strongly oppose the inclusion of our irrigation canals and drainage systems as part of any present or future public uses for recreation or multi-modal transportation.

As you well know, since the mid-1990s we have gone on record many times opposing the use of our systems for public recreation. Yet, we are confronted time and time again with the City's policies and practices to secure public use of our systems over our objection. These policies and practices have consequences, for example:

1. ***The trails policies and practices are administered with the force of law.*** The City's development staff requires land owners seeking land use approval to dedicate to the City trails on top of our systems. The dedications allow a broad range of uses that often includes small displacement motorized vehicles. In some cases, the dedications are created as "tracts." In other cases, the dedications are simply written into the plat. ***The dedications are never conditioned on our consent or approval.*** Although the City maintains a policy that the dedicated trails on our systems are not "open" to the public, that policy is never reflected in the dedications. ***The reality is that the trails plans and policies are not mere "wish lists" but practices resulting in unconditional recorded dedications of public use.***
2. ***The public perceives the trails are open.*** We have heard the argument that since the public is not "presently" authorized to use our systems for public transportation, you do not consider the public's current use of our systems to be related to your trails policies and practices. However, the City's relentless pursuit of trails, the publication of trails maps and the recording of unconditional dedications creates the ***present impression that the trails are in fact open to the public.*** We now experience the public's unapologetic defiance and disregard of no trespass signs,

gates and requests by our employees to cease using our systems.

3. ***Cooperation is being undermined.*** Each of us has a job to do to serve the public. However, the City's imposition of its trails plans and practices over our objection creates friction with the City that undermines cooperation in public works projects. We still provide that cooperation, but the City does not reciprocate when we ask that trails be eliminated from our systems.

There are even more compelling reasons to exclude trails from our systems:

1. ***Our systems are not safe for public use.*** Our systems were designed and are maintained to serve a specific purpose not consistent with public use. The history of our canals and ditches is replete with tragic injuries and drowning because of the public's use. We have heard City representatives state their opinion that the canal embankments are "safer" than public streets. That statement is untrue if not reckless. Law enforcement, health providers and first responders oppose use of our systems by the public because they are not safe.
2. ***Public use interferes with our operations.*** Contrary to opinions expressed by some City officials, experience has taught us that public use of our systems interferes with the safe operation of our equipment, increases the time to perform our jobs, creates extra work and cost, and increases incidents of vandalism and deposits of refuse on our systems.
3. ***Public use of our system increases our liability risks and insurance costs.*** We have been portrayed as only concerned with our liability. ***The fact is liability is a concern for us and rightly so.*** There isn't any company or organization whether public or private that ignores liability risks. No one can credibly claim that if our systems are open to public there will be no increase in the interference with our operations and instances of injury or death. And, because of Tabor limitations, the City cannot indemnify us from liability and the City will not waive its governmental immunity.
4. ***Public users trespass on private property rights.*** We operate, maintain and repair most areas of our canal and drainage systems pursuant to easements on private property established over a hundred years of operations. ***The current trails plan and the proposed Circulation Plan overlay these private property interests with public uses without the consent or authorization of the property owner.*** Even if we were willing to consent to the use of our systems for public uses (which we are not), our consent would not confer the right to use our systems for public purposes against the underlying private landowner. Large gaps exist between existing trails dedications because they are not contiguous to each. Those members of the public that choose to enter onto our systems must (and in fact do) trespass against the interests of the underlying private owners by crossing the large gaps.

We are responsible for the safe and efficient delivery of irrigation water to our members and shareholders and, for some of us, the management of drainage systems in our respective service areas. ***Our duties and responsibilities are mandated by law and are vital to the Grand Valley.***

We have urged the City to seek alternatives to the use of our systems for its trails plans by, for example, requiring trails be placed outside of our easements instead of over them. But, the City chooses the interests of private real estate developers over our interests by not requiring developers to create trails on other portions of the land to be newly developed.


The City certainly has the right to its own opinion ***However, we expect the City to honor and respect our objections and defer to our experience, policies and decisions because we have the legal***

responsibility and the expertise and know-how to safely operate our systems that the City lacks.

For the reasons mentioned in this letter, we expect the Circulation Plan to be amended to exclude our systems from public use.

Very truly yours,

Grand Valley Water Users Association

By 
Mark Harris, Manager

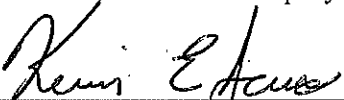
Grand Valley Irrigation Company

By 
Phil Bertrand, Superintendent

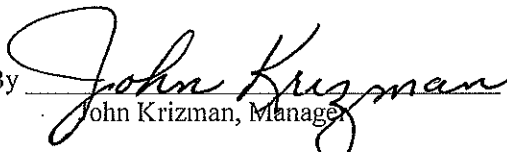
Orchard Mesa Irrigation District

By 
Max Schmidt, Manager


Redlands Water & Power Company

By 
Kevin Jones, Superintendent

Palisade Irrigation District

By 
John Krizman, Manager

Mesa District County Irrigation District

By 
Dave Voorhees, Manager

Cc: City of Grand Junction Council Members
John Shaver, City Attorney

**Grand Junction Circulation Plan
Transportation Plan**

Open House – Central Library

February 28, 2018, 4 to 6 P.M.

Comment Sheet

Please include your name and address:

Great plan! Thank you for considering
the needs of people who walk and
bike. It is obvious a lot of thought
went into developing this plan.

Vera Kusel

675 34 Road

Clifton, CO 81520

(970) 985-1833

**Grand Junction Circulation Plan
Transportation Plan**

Open House – Central Library

February 28, 2018, 4 to 6 P.M.

Comment Sheet

Please include your name and address:

Martie & Rich Edwards
817 Bunnison Ave 81501

Tamra was very helpful.
Understand the more pragmatic
transportation-focused plan.
However, we are very dis-
appointed by the drainage dis-
tricts lack of cooperation in
creating recreational trails.
Doesn't seem fair, given the
special concessions they've
received.

Grand Junction Circulation Plan Transportation Plan

Open House – Central Library

February 27, 2018, 4 to 6 P.M.

Comment Sheet

Please include your name and address:

zoe I biked
here to draw and you
take in about bike paths!

Comments can also be emailed to davidt@gjcity.org or dropped off at City Hall, 250 N. 5th St.

**Grand Junction Circulation Plan
Transportation Plan**

Open House – Central Library

February 28, 2018, 4 to 6 P.M.

Comment Sheet

Please include your name and address:

Ben Homan

827 GUNNISON

BHBASS59@gmail.com

Overall planning looks good - my concerns are with operational details, especially traffic signal synchronization/timing in downtown area. Streets w/ signals that cross 4th & 5th (ie. Road joins) have ~~unnecessarily~~ long signal times at off-peak ~~hours~~ hours.

~~Concern~~

Also, can something be done to synchronize signals ~~that~~ on streets that cross Pitkin? 7th, 9th, etc.

**Grand Junction Circulation Plan
Transportation Plan**

Open House – Central Library

February 27, 2018, 4 to 6 P.M.

Comment Sheet

Please include your name and address:

Karen Sinclair 1057 Ouray Ave

A trail system would be GREAT for us road bikers as I feel I take my life in my hands 😊 on city streets. I have seen some near misses with bikes on the sidewalks and in crosswalks! Scary. I was excited to hear about the underpass on the Riverfront Trail - we love that trail! I hope the city has good luck getting the easements that they need.

**Grand Junction Circulation Plan
Transportation Plan**

Open House – Central Library

February 28, 2018, 4 to 6 P.M.

Comment Sheet

Please include your name and address:

Dan Crabtree, Superintendent
Palisade Irrigation District
777 35 ³/₁₀ Rd
Palisade, CO 81526

First. Thank you for attending our January Board Meeting to present the Draft Transportation Corridor Master Plan. The Board appreciated the time sacrificed to make your presentation. Follow up discussions with the Board indicate the District position is unchanged. The Board position is still that irrigation facility operation and maintenance corridors are not compatible with non-irrigation use.

**Grand Junction Circulation Plan
Transportation Plan**

Open House – Central Library

February 28, 2018, 4 to 6 P.M.

Comment Sheet

Please include your name and address: Joetta Serio 2705 Patterson Rd. #103B
Grand Junction, CO 81506

I lived in Denver several years when they opened
the hi-speed rail system. I would like G. J.
to put that on its wish list for travel
East to West in town because it is so
much faster! Beyond that, the bus system
has improved but leaving people out in the
cold for an hour between bus is inhumane!
I learned in Minnesota that you can die in
45 degree weather after 15 minutes of exposure
so buses need to come more often than hourly,
at least every half hour! Everyone on the bus
that I ride with complains of this waste of
precious time during their day! It's so inefficient!
I'll be glad when G. J. does something to alleviate
this!

Comments can also be emailed to davidt@gjcity.org or dropped off at City Hall, 250 N. 5th St.

Repair roads, too! More bicycle lanes!

**Grand Junction Circulation Plan
Transportation Plan**

Open House – Central Library

February 28, 2018, 4 to 6 P.M.

Comment Sheet

Please include your name and address: Kristin Heumann, 1100 N. Ave. GJ. 81501

So exciting for the city to be proposing a Complete Streets
Policy! This could foster continuous active transportation options
in our community. These opportunities to improve connectivity
within Grand Junction could improve health outcomes
for our community that fall far below state averages.
Continuous support by city council will be paramount
to this city to be more livable. Access to transportation
options is key to attracting new businesses to the
area as well.

Grand Junction Circulation Plan Transportation Plan

Open House – Central Library

February 28, 2018, 4 to 6 P.M.

Comment Sheet

Please include your name and address:

STEVE ALBERTON 1945 N 9TH

* Curious about congestion around and the library - Particularly crossing 5TH at intersections other than 5TH & 7TH

* Would love to see Main St become a pedestrian walk way downtown 3rd to 7TH

* How about light rail from Frisco to Parkside E.

Comments can also be emailed to davidt@gjcity.org or dropped off at City Hall, 250 N. 5th St.

**Grand Junction Circulation Plan
Transportation Plan**

Open House – Central Library

February 28, 2018, 4 to 6 P.M.

Comment Sheet

Please include your name and address:

There are NOT sidewalks on Crosby Ave
from Main St to just south of Gunnison
Ave. (people need to walk on the street.)
I see a lot of people on the street walking
it is not safe.

There's no sidewalks on Mulberry St from
the north end to west Gunnison Ave.
People need to walk on the street.
I see a lot of people on the street walking
It is not safe.

David Thornton

From: Jon <jmh9480@gmail.com>
Sent: Wednesday, February 28, 2018 10:58 PM
To: David Thornton
Subject: Transportation Plan Open House Comments

1. The efforts to include more plantings in the medians and awkward areas of streetscapes is a very good idea. To improve the irrigation water usage of these areas, some extra attention should be paid to how rainwater can be utilized more effectively. For example, many of the landscaped areas are domed and covered with gravel. In order to maximize the amount of water that these areas can soak up during wet weather events, their profiles should be inverted to bowl shapes. I've also not seen any concerted effort to direct street runoff water to planted areas either. Simple curb cuts that are graded to direct gutter water into these bowled-out drainage basins would drastically reduce the amount of runoff inundating the storm sewer systems during rain events, and if designed with water absorption in mind (soils amended with compost/mulch/waste wood chips, drainage basins which overflow into still more drainage basins) there would be a great reduction in the amount of irrigation water these places need. If plantings are chosen properly, it is completely possible to use nothing but naturally occurring rainfall to water these areas. Streetscapes are tough places for plants, but there is little reason to keep them on drip irrigation life support into the indefinite future when simple, low-tech options are available.

Portland, OR, though in a drastically different climatic situation, has made heavy use of what they call bio-swales, which is just a fancy way of describing small detention ponds that they integrate into their paved areas. [Click for pictures. Rainwater Harvesting for Drylands](#) is another multivolume work dedicated to figuring out how to keep rainwater where it's needed most, for as long as possible. There are many ideas in that book for improving streetscapes.

2. In general bicycle transportation in the city is quite good. The extra attention being paid to making cycling a viable option is apparent and appreciated. I only have a couple of ideas here. First, where bike lanes/paths are required to traverse signaled intersections, cyclists need to be able to get a green light. However that detection happens, it should be reliable and not depend on the cyclist utilizing the push-buttons for crosswalks, which confuses everyone involved. Where lights don't respond to the presence of bikes, cyclists will simply run the red light. Second, there needs to be more east-west routes in the city apart from the Colorado River trail. The plans to include irrigation and drainage canals in the path system are solid ideas. Linking the River trail so that it connects to Palisade is desirable. Where major cycling routes connect, there needs to be good interchange infrastructure. Where 24 Rd. meets the CO River trail is an excellent example. The only option for cyclists who want to head north on 24 is to share traffic on the Redlands Parkway over a bridge with a shoulder that is strewn with debris. The paths that do end up becoming established, whether they are bike lanes, sidewalks, or dedicated trails, need to have good connections to other paths. Signage isn't a huge issue, since GJ is pretty easy to navigate, but ensuring that key interchanges have signs specifically for trail users is worth the effort.

3. The bus system needs help. Service frequency is far too low. Even 45 minute service would be an improvement. 30 minutes would be more appropriate. The question of funding has no easy answers, but consider that until the buses become a more viable option for trips around town, people will not want to use them. My wife and I are both licensed and we have a car, but getting to work by bus would be a welcome change to the daily routine. It is simply not true that people who own cars will not want to take the bus. It is *definitely* true that anyone who looks at the GVT schedule and sees how long they would need to wait for connections or a return trip will take the car. The city might just need to get creative to find the money to fund this, and taxes need to be considered. A tax on vehicle purchases in the city, vehicle registration fees, or extra sales tax needs to be on the table.

Consider that where we currently live in the Ridges, there are bus shelters, but no buses. In order for my wife to use the bus to get to St. Mary's (her work) she needs to walk over a mile and a half, get on the bus, transfer to another bus, and then arrive over *one hour* later. This is for a 4.5 mile, 10 minute drive. Some options take longer. You can just about walk there in as much time. We live in a populous area near a well-traveled road (Broadway). Many of my wife's patients

need to use the bus system and find themselves hamstrung by the excessive time between buses, often needing to cut short or cancel appointments simply because GVT doesn't have adequate options.

The existing routes probably need to be examined as well. Some are quite direct and work fine, but others seem to ramble and try to hit too many areas with the same bus. The 10 and the 6 are particular offenders here. East-west routes should generally travel in those directions, and north-south routes should cross them, interchanging in places that make sense for the passengers. Loop routes lead to confusion, as taking a return trip means either walking an extra mile to find the stop for the other direction or finding another bus.

If nothing else, simply increasing the service frequency would be a dramatic improvement. It's true that there's an odd social stigma surrounding bus usage, and that even with good service, many people will turn up their noses at it, especially in a town where the traffic's not that bad (yet) and fuel is still not terribly expensive (yet). While we can't force people onto the bus, we can definitely begin to create a bus system that causes people to consider its use instead of just calling an Uber driver.

Thanks!

Jonathan Hontz
2419 1/2 Hidden Valley Dr. #B
81507

David Thornton

From: Caroline Hayes <momshandfull@yahoo.com>
Sent: Thursday, March 01, 2018 7:57 AM
To: David Thornton
Subject: 2018 Circulation Plan

Good Morning.

My name is Caroline and I am a resident of Grand Junction, living in the North area. I was unable to attend the public meeting last night regarding the circulation plan however, I would like to add my two cents worth.

It would be a great help to all of us parents in the area to have sidewalks and street lights along G Rd., 12th, 7th and 1st, Patterson, out to about H Rd.

Why you may ask? There is a considerable amount of children in this area that attend Grand Junction High School and West Middle School that are not in the busing zone, requiring either the parents to drive them to school or the children to walk or ride bikes. Even my elementary aged child does not have a safe spot to wait for the bus that does come to take him to Pomona.

There is NO SAFE WAY for children to walk or bike to school from these areas. G Rd. is beautiful and HILLY! Even adult bicyclists have dangerous areas in their "bike lane" on G Rd. because of the limited sight distances.

In our neighborhood, we have many children and as we encourage more families to move to the Grand Valley, these older neighborhoods do not have any sidewalks and there are very few street lights in the area.

My opinion is to work with the school district in areas that families are living to encourage safe outdoor activities.

Thank you for your time.

Caroline Powell

David Thornton

From: Reed Kempton - MCDOTX <ReedKempton@mail.maricopa.gov>
Sent: Thursday, March 01, 2018 11:19 AM
To: David Thornton
Subject: canal paths

Hi David,

I just read the article about using canals in the Daily Sentinel that was posted on the AASHTO Daily Transportation Update. The Salt River Project in the Phoenix metro area has an extensive canal system that is open for public use.

Here is a link.

<https://www.srpnet.com/water/canals/recreation.aspx>

[Did I provide excellent service? Tell us how we are doing.](#)

Reed Kempton

Senior Planner

Systems Planning Branch

O: 602.506.7742

[Maricopa County Department of Transportation](#)

2901 W. Durango Street • Phoenix, AZ 85009

reedkempton@mail.maricopa.gov



Maricopa County
Department of Transportation

David Thornton

From: chrisginco . <chrisginco@gmail.com>
Sent: Thursday, March 22, 2018 8:58 AM
To: David Thornton
Subject: Re: Circulation plan

Good Morning, David,

Yes, I know I was kind of vague. My apologies. On the maps of the Circulation Plan, I think my house is right around numbers 29-32 or thereabouts on the legend (the legend was only on the draft copy). This means 29 1/4 Rd is being brought from F 1/2 Rd through to G Rd via the Walnut Estates subdivision that is going up across the street. It also means making G Rd a major feeder from 30 Rd to the upcoming 29 Rd interchange. If you look on the map, our house/area has the most changes in the smallest amount of area on the whole map. Oh, did I mention we're zoned RR (Rural Residential) here?

As well, on last night's news, I saw where the city and county came together on a resolution to get the 29 Rd interchange done very soon. Yes, I'm kind of concerned...

I completely understand the 29 Rd interchange needs to be done and the G Rd feeder would help get some traffic off of Patterson (which means an incredibly busy G Rd for us...). And looking at the circulation plan maps I also understand that having a feeder on G from 30 makes sense. And, since we have tons of trespassers that raise dust on the Highline Canal road behind us, we might even welcome a paved bike/walking path behind our home (though I want a tall fence installed to protect our privacy at least a little bit...).

I only have a couple of issues I'd like to address. Our home was originally built in 1947 and added on to since then. As such, our home was built somewhat closer to G Rd than the other houses nearby (I mean, in 1947, who knew!!). If I factor in parkway setbacks, I can foresee G Rd about 20' from my front door which isn't acceptable to us (as well as losing half of my shop driveway, 1/3 of my wife's garden, as well as our beautifully landscaped front yard.

I'm sure you can understand our concerns. And, yes, my wife and I would like to meet with you regarding the issues I've presented above. We love our house as well as GJ, but if we're going to be living on Patterson (as it were) we need to make plans on moving or preparing to adapt to a timeline as presented in the circulation plan.

Thank for your time,
Chris and Lisa Greiner



Virus-free. www.avg.com

On Thu, Mar 1, 2018 at 4:02 PM, David Thornton <davidt@gjcity.org> wrote:

Chris,

I don't have a lot to go on regarding your concerns based on what you wrote, however, I can say that this is a long range plan, a 50 + year plan to make sure that as a community we are planning for the motorized and nonmotorized transportation corridors for our growing community over the next 50 years and longer. If you would like to call me, we

can further discuss your concerns and better explain what the Circulation Plan is all about, or email me back with your specific concerns.

Thanks for taking the time to comment.

Dave

David Thornton, AICP

Principal Planner

Community Development Department

City of Grand Junction

[970-244-1450](tel:970-244-1450)

From: chrisginco . [mailto:chrisginco@gmail.com]

Sent: Thursday, March 01, 2018 11:08 AM

To: David Thornton <davidt@gjcity.org>

Subject: Circulation plan

David,

I didn't know anything about this until I saw it on the news last night.

I checked out the website this morning and got a rough idea of what is going on, but could you clarify a couple of things for me?

I will be severely and directly impacted by at least 2 of these proposals.

So, are these concepts and theories only? Or, once, adopted will they come to fruition in the near future?

And, most important to me; is there a projected time line for all this to become reality? Should I brace for impact? Where I live is zoned RR and it will no longer be that...

Thanks for your time.

Sincerely,

Chris

David Thornton

From: Jack Saari <jacksaari2@icloud.com>
Sent: Thursday, March 01, 2018 11:57 AM
To: David Thornton
Subject: 29 road

Several years ago the city took out a bond issue for the 29 Road access. The city is still paying out a huge amount of interest on this bond. Does the city ever intend to finish this project with a connection to I-70 interstate!

Jack and Diann Saari
2895 F 1/4 Road

Sent from my iPad

David Thornton

From: Sabrina Suazo <sabrinasuazo@gmail.com>
Sent: Thursday, March 01, 2018 12:53 PM
To: David Thornton
Subject: Grand Junction Circulation Plan - Transportation Plan

Good Afternoon David,

My name is Sabrina Suazo and I met you last night at the Grand Junction Open House for the Transportation Plan.

As someone who has lived in large metropolitan cities and smaller towns I was very pleased to see a very comprehensive plan that included different modes of transportation. My main concern is access to public transportation for many of our citizens. I currently live in the Redlands area and there is no bus service within a mile from where I live. I know there is the call-a-ride, but it seems as though that service would be better utilized for the disabled or elderly populations as a way for them to get to important appointments.

I would also like to point out that bus service zones are 1 hour. This makes it very difficult for citizens to use the bus as a reliable mode of transportation. As just one example, there was a patient that I seeing and she had to cut her appointment short so she could go catch her bus because if she stayed the entire allotted time, she would have to wait an extra 50 minutes, which is completely unacceptable.

During peak times, morning and afternoon commutes, it would be great to have 15 minute service zones. I feel this would help with congestion and parking. Not to mention that public transit also helps with the environment with things like our clean air, which is one of the main reasons my family and I chose to move back to the Grand Valley. I feel more people would take the bus if there was a more frequent schedule.

I have also notice the absence of bus shelters. While it doesn't rain/snow very much in the Valley, there still needs to be shelters. The sun is very intense here and having that shelter would be great to help protect from the elements.

I would also like to point out the planning for the landscaping. I've noticed A LOT of water run off from irrigation. Grand Junction really needs to plan better with landscaping; using plants that are native that don't require long-term watering. Once the plant is established, you should not have to waste potable water on plants that aren't food. You are also losing what little water we do get be cause of the poorly designed landscapes. You want to design bowls so the plants can absorb the water, not let the water run off into the sewer system.

Thank you for taking the time to read this. I hope this is helpful. Have a great rest of your day.

Sabrina Suazo

David Thornton

From: Jim Henning <jimhenning24@gmail.com>
Sent: Thursday, March 01, 2018 2:25 PM
To: David Thornton
Subject: Circulation ...roads, trails

Hi David,

Thanks for inviting input. My name is Jim Henning. I have lived in The Grand Valley since '82. I live on Redlands, near 23 Rd.

When running an errand etc, I like to bike when possible, but getting to the mall area from the Redlands parkway area is quite difficult.

At best the route is indirect and not user friendly.

I know it is not easy to move bikes and walkers across Highway 6. And I know the success Fruita had with trail access under the Roads and RR tracks, to provide access to South Fruita, doesn't translate to the 24 Rd area, but it would be nice if some viable option was identified and incorporated.

Thanks for your help.

Jim

970 201 8077

David Thornton

From: Mark Blair <ottoblair@icloud.com>
Sent: Thursday, March 01, 2018 6:59 PM
To: David Thornton
Subject: 2018 Circulation Plan

Hello David,

We were unable to attend your recent meeting, but have a question. Does this plan include a provision to build an on and off ramp from 29 Rd. to I-70? As you well know, the traffic on F Rd./Patterson is horrendous during am/pm commute times, and the land between 29 and 29 1/2 Rd. will soon be filled with hundreds of new homes starting this summer. Once all the new neighborhoods are built, a new access to I-70 is imperative.

Many thanks,

Mark and Nicole Blair
665 29 1/2 Rd.
GJ, CO 81504

David Thornton

From: william ferguson <fergman3002000@yahoo.com>
Sent: Thursday, March 01, 2018 11:42 PM
To: David Thornton
Subject: Circulation Plan and Complete Streets in Grand Junction.

Hello David... In a perfect world, LOL.... I would like to see the addition of Bike Lanes on North Ave. from 1st street to 29rd and drop the speed limit to 30mph. This will make a huge change in how this corridor is used. Also add some of those stand alone flashing yellow push button crosswalks near the university, and the VA Medical Center...so that people can get across the street without backtracking and waiting on corner traffic light. It will make it safer and a more user friendly area for citizens, visitors, students and businesses. There are literally thousands of dollars not being spent everyday just on lunch by people that work at the VA Medical Center, the University, Lincoln Park/Stadium users, as well as those that live in the surround neighborhoods. Simply because of the barrier that North Avenue has become. I think these improvements will cut down on those that use North Ave as an expressway thru town and will greatly improve the growth of businesses. It will also encourage those that want a quick route around town, to use more I-70b or Patterson. I also wanted to bring up an issue that has come to light and that is the island that was put on North Ave that eliminated left turns from 21st Street onto North Ave. What this has done is eliminated the Left Turn Lane that was on 21st street, which was in the center of the street. With that now gone the traffic that is turning off North Ave onto 21st street can now do it at high rates of speed. In the past, they had to turn into a single incoming lane into 21st street...which naturally brought the speed of the cars down as they entered into the neighborhood. But now they just come racing in at 35+mph...and carry that speed into the neighborhood. We've noticed that some even speed up...since the road is nice and wide. Which has been terrible and dangerous. Not only that, but all the cars that use to use that left turn lane onto north avenue, now have to drive thru the neighborhood for blocks to get to where they can turn left and head east on North. So by eliminating that left turn...they city has increased the speeds and amount of traffic thru a residential area. To give you an idea of how crazy it is...there is a 32 unit apt complex on 21st, just a 1/2 block up...and all the tenants that use to be able to turn either left or right onto North Ave...now have to drive blocks thru the neighborhood in order to simply make a left onto North. Not to mention all neighborhood residents. It really needs to be corrected before someone gets run over, All the neighbors agree, it has to be the dumbest thing we have seen done in our area. Anyway...that's my two cents. Thanks... Bill

David Thornton

From: comdev
Sent: Friday, March 02, 2018 7:44 AM
To: David Thornton; Katherine Portner; Tamra Allen
Subject: FW: canal/rights of way

Senta Costello
Associate Planner
City of Grand Junction
Community Development
970-244-1442
sentac@gjcity.org

From: Lee Cassin [mailto:leecassin2@gmail.com]
Sent: Thursday, March 01, 2018 7:47 PM
To: Planning <planning@gjcity.org>
Subject: canal/rights of way

Hello,

Please work to include ALL canals and utility rights of way in your urban transportation plan. While they may not be built or used immediately, you may be able to acquire rights in the future. I have commuted by bicycle for 30 years and bike recreationally. I would be willing as a taxpayer to have my transportation taxes go to these facilities as well as roads. Grand Junction suffers greatly from being so auto-dominant and is a very pedestrian/bike-unfriendly town. As more young people come here, it will be more important to provide decent amenities and utility rights of way are ideal for that.

Thank you, Lee

David Thornton

From: Aaron Brachfeld <brachfeldbrachfeld@gmail.com>
Sent: Wednesday, February 21, 2018 3:28 PM
To: David Thornton
Subject: Re: 2018 Circulation Plan Open House

Likes:

- Use of canals and drainage areas for bicycles and pedestrians
- Incentives for trail construction

Dislikes:

- Distributing maps at hotels seems unnecessary

Wants (not in the plan):

- Better connectivity of bike lanes and sidewalks: right now, it is dangerous for bikers and pedestrians
- edible landscaping for roads and trails: besides being decorative, useful fruits, vegetables, nuts, and seeds could be planted instead of simply shade or decorative plants
- Make trails butterfly friendly with milkweed and other native plants, and bird friendly with nest boxes
- xeriscaping on trails
- public electric vehicle and electric bicycle charging stations
- modify zoning code to grant more opportunities to home businesses thereby reducing commuters
- public bicycle lockers for commuters
- improved routes of the GVT - it takes longer to take the bus than to ride a bicycle or even walk sometimes
- Cooperate with downtown business association, CMU, Vet Hospital, St Mary's, Airport and other major employers to provide express bus routes for commuters or a call-and-ride service like RTD has: facilitated ride-share.
- crack down on coal rollers
- reduce other air pollution from vehicles by vehicular emissions standards or even/odd days for vehicular travel
- a penalty tax on a household's second or third vehicle
- tax credits to reduce rates of taxi services
- a traffic violation hotline, where users can send video or photos or other reports

On Wed, Feb 21, 2018 at 3:22 PM, David Thornton <davidt@gjcity.org> wrote:

Here is a link to our web page on the Circulation Plan <http://www.gjcity.org/residents/Community-Development/circulation-plan/> Please email me any feedback or comments.

Thanks,

Dave

David Thornton, ACIP

Principal Planner

Community Development Department

City of Grand Junction

[970-244-1450](tel:970-244-1450)

From: Aaron Brachfeld [mailto:brachfeldbrachfeld@gmail.com]

Sent: Sunday, February 18, 2018 4:01 PM

To: David Thornton <davidt@gjcity.org>

Subject: 2018 Circulation Plan Open House

If we cannot attend the open house, how may we submit our feedback and comments? Thanks.

David Thornton

From: Nina Parentice <nparentice@gmail.com>
Sent: Monday, March 05, 2018 4:32 PM
To: David Thornton
Subject: transportation plan

Hi David, I have 2 comments to share regarding the proposed transportation plan.

First, I would love to see our canals used for both bikes and pedestrians. I have been to many cities, such as Eugene, OR and Albuquerque, NM, where the arteries along waterways/arroyos are major draws. Once they become used for transportation, they typically become beautified and enhance the city. My parents live on 25 3/4 Rd right near the beginning of the Redlands Canal, and currently the manager, Kevin, uses the canal banks for his horses and goats to graze on as well as his friends' children to ride dirt bikes along. I find it very hypocritical that they would oppose public use.

Second, I am definitely in favor of getting a bridge back across the Gunnison in order to link from downtown to the bike riding off Little Park Road. Currently riders have to go down Broadway, and then Rosevale and up Little Park. It is very dangerous. I also heard that there could be some danger as far as the railroad not having transportation access if something were to happen .

Thanks for your time, Nina Parentice, 625 Chipeta Avenue, 81501

David Thornton

From: Richard & Marianne T <trvr_wstland@hotmail.com>
Sent: Wednesday, March 07, 2018 10:49 AM
To: David Thornton
Subject: Trails

Hi,

This note is from Marianne Traver, Richard might send his own. I was never one for being in favor of affecting others neighborhoods, privacy, etc all for the sake of one small group.

Here are some of my viewpoints, so far, concerning trails:

Who's responsible for the trails, injuries. You know people will sue anyone and everyone with any connection to the trail.

I do not agree with going overboard, with something that is only a passion of the few, by putting trails everywhere you see a "blank spot" on the maps.

By putting a trail on every subdivision, through every subdivision, near every subdivision it will disrupt their privacy and security.

Motorized vehicles will be using these trails, whether it's allowed or not, also adding to less security and safety around subdivisions.

Permissions for trails on ditch banks should be handled by City legal, not placed on backs of developers. In past, development had been severely delayed, with the extra cost of delay put upon the developer.

If there are bike lanes on roads and sidewalks, then no "short cut" is needed through any ditch or back lots.

There have been loitering, camping and fires being set in back lots near ditches. We have no desire to help these kinds of people have better access to these areas.

I don't believe people will opt to take a bicycle from one end of town to the other, especially if heading toward a venue where appropriate dress is needed.

There are places for recreational bicycling, no need to put any in town, or along subdivisions.

No need for "connector" trails to main trails. That will be overdoing it in my opinion.

Land being taken for trails from developers with no reimbursement for the loss seems to be a crime.

Thank you for your time,

Marianne Traver

David Thornton

From: Fred Stewart <grandvalleyboy@msn.com>
Sent: Friday, March 09, 2018 7:35 AM
To: David Thornton
Subject: Circulation Plan

Dear David,

Thanks for your gathering at MCL on Feb 28.

Looks like your canal trails were most impressive... The Sentinel had a piece the next day.

A couple of loose ends that beg for explanation/exploration: a round-about at 5th and North as a broadened two way street linking North Avenue and Main Street commerce. (albeit contingent on and cooperation with US 6), and the linking of 29 Road with I-70.

These seem to be missing links and priorities to change the dynamic of commerce here in the Grand Valley. Thank you.

Fred Stewart
2325 Hall Ave
City

Sent from [Mail](#) for Windows 10

David Thornton

From: Znamenacek - CDOT, Zane <zane.znamenacek@state.co.us>
Sent: Friday, March 09, 2018 11:18 AM
To: Dean Bressler
Cc: mark.rogers; Andi Staley - CDOT; David Thornton; Scott Mai; Paul Jagim; Dana Brosig; Tamra Allen; Kaye Simonson
Subject: Re: Circulation Plan team update, ongoing coordination

Dean, looks good to me.

Zane

On Mar 8, 2018 3:39 PM, "Dean Bressler" <dean.bressler@mesacounty.us> wrote:

Hello Andi, Zane and Mark,

Here are a few quick updates on the Circulation Plan.

- We've made additional revisions to the draft circulation plan document. In particular, Paul Jagim revised it to capture the key discussion points when we met with you on February 15. Attached is the current revision of the full plan and two excerpted pages that show *Access Management Policies and Access Control Plans*, coordination and review requirements, etc. We'll welcome any comments you have on the excerpted pages or the full plan if you have time.
- We held the public open house last Wednesday, February 28. It was well attended by about 40 members of the public (excluding staff). We received mostly positive verbal and written comments and the comments are being logged and will be a part of the eventual packets for review by the planning commissions, council, etc.

Let me know if you have any questions or comments.

Thanks, Dean

Dean Bressler, P.E.
Senior Transportation Planner/Engineer
dean.bressler@mesacounty.us
[\(970\) 623-8479](tel:(970)623-8479)

Grand Valley Metropolitan Planning Organization
525 S. 6th Street, 2nd Floor
Grand Junction, CO 81501

On Fri, Feb 16, 2018 at 12:07 PM, Dean Bressler <dean.bressler@mesacounty.us> wrote:

Hello,

The media release announcing the open house for the Circulation Plan is attached. The information is also on the City of GJ site at this address:

<https://gcitynews.org/2018/02/16/city-and-county-seeking-input-on-grand-junction-circulation-plan/>

Public Open House
February 28,2018 from 4 to 6 pm
Mesa County Public Library Downtown in the Monument Room

Thanks and have a great weekend!

Dean Bressler, P.E.
Senior Transportation Planner/Engineer
dean.bressler@mesacounty.us
[\(970\) 623-8479](tel:9706238479)

Grand Valley Metropolitan Planning Organization
525 S. 6th Street, 2nd Floor
Grand Junction, CO 81501

On Thu, Feb 15, 2018 at 12:18 PM, Dean Bressler <dean.bressler@mesacounty.us> wrote:
Andi, Zane and Mark,

Thanks for meeting this AM to review progress in updating the Grand Junction Comp Plan, Circulation Plan, Mesa County's complementary planning process, agency and public outreach, etc., and especially for providing perspective, guidance, and support from CDOT.

For now, I've attached the agenda and the slides. We'll keep you posted on upcoming meetings. I'll send a media release for the open house. For now here's the info:

Public Open House
February 28,2018 from 4 to 6 pm
Mesa County Public Library Downtown in the Monument Room

Thanks again, Dean

Dean Bressler, P.E.
Senior Transportation Planner/Engineer
dean.bressler@mesacounty.us
[\(970\) 623-8479](tel:9706238479)

Grand Valley Metropolitan Planning Organization
525 S. 6th Street, 2nd Floor
Grand Junction, CO 81501

PRO2018-0032 - GJ CIRCULATION PLAN MASTER PLAN AMEND Review
 Agency Comments
 Comments Due Date: 2018-04-23

User	Review Agency	Date/Time	Comment
Greg Linza	MC FACILITIES/PARKS	4/2/2018 3:21:22 PM	No Comments Facilities & Parks
Patrick Green	MC SURVEYOR	4/3/2018 9:55:53 AM	County Surveyor Patrick Green The Mesa County road plan should be approached with the understanding that the greater valley area will one day be entirely within the City of Grand Junction. With this in mind, the County should review the road policy, understanding that their road decisions are the first step in producing a final comprehensive plan for the valley. Mesa County is in a unique position of overseeing not only the rural areas but a large area that will become an urban area in a very short time. The County should make sure that their plan will dovetail into the City Plan as areas change from rural to urban. The Redlands is a perfect example of such an area.
BRIAN WOODS	SAN CLIFTON	4/3/2018 11:14:21 AM	No comments at this time.
Kaye Simonson		4/11/2018 3:04:00 PM	From Ken Mabery, NPS: No comments other than that Plan is entirely consistent with what we have been discussing. The Monument's Trail Plan is now scheduled for FY20. This effort will help to feed into our internal effort. I will contact Fruita to encourage similar documents from them.
Scott Hall	US BLM	4/17/2018 8:37:44 AM	Reviewed, no comments at this time.
Dean Bressler	MC RTPO	4/20/2018 4:15:10 PM	The Grand Valley Metropolitan Planning Organization (GVMPO) and Grand Valley Transit (GVT) strongly support the proposed Grand Junction Circulation Plan. The proposed plan and policies will increase access and mobility and create equitable investment in our transportation system. Implementation of the plan will allow a broader range of ages and abilities to get where they need to go and positively contribute to our local economy. The GVMPO / Mesa County Regional Transportation Planning Office (RTPO) oversee the operational contract for GVT. GVT serves the Cities of Grand Junction and Fruita, Town of Palisade, and unincorporated urban areas of Mesa County. GVT was designed around serving the economically disadvantaged, disabled, and elderly populations for access to employment, education, medical services, shopping, and personal trips. GVT continues to focus on those core riders while addressing the diverse transportation needs in the communities served. GVT has three modes of service: fixed routes operating on a regular path

and schedule, paratransit serving people with mental and physical disabilities who are unable to utilize the fixed route service, and Redlands Dial-A-Ride that is an on-demand, shared-ride service connecting into the fixed-route system.

The proposed plan would improve access to the Employment and Commercial Centers identified on the Network Map. GVT has multiple routes serving the Workforce Center, technical colleges, and the university in order to enable our community to gain skills to obtain employment and stay employed. People who live too far from the transit system and do not have a driver's license or operating vehicle possibly turn to public assistance to support themselves and their families. However, with better pedestrian and bicycle connectivity as the proposed plan would provide, many more people would have access to transit and therefore access to employment.

The proposed plan would improve efficiency in the transit system, allowing the existing budget to cover increased service. It is challenging to address first- and last-mile connections (i.e., walking, bicycling, and taxi) to the system. With pedestrian and bicycle improvements made according to the Active Transportation Corridor Map, GVT fixed routes could serve many areas more efficiently. Many existing paratransit passengers could utilize the fixed-route system if the sidewalk network was more complete, resulting in operational cost savings. When combined, these cost savings could allow for a variety of increased service such as Sunday or late night service.

The GVMPO and GVT are regular participants in local planning processes that lay the foundation for an improved transit system and improved mobility. Without planning documents, development would occur in a way that may limit mobility and is detrimental to the future of public transit and its first- and last-mile connections. The Grand Junction Circulation Plan is consistent with local and regional planning documents, including:

- Clifton Transportation Study (2003)
- Clifton-Fruitvale Community Plan (2006 – Amended 2011)
- Clifton Pedestrian Circulation Study (2006)
- Old Town Clifton Plan (2007)
- US Highway 6 - Clifton Access Control Plan (2008)
- Grand Valley 2040 Regional Transportation Plan (2015)
- US 6 Clifton Planning and Environmental Linkages Study (2016)

In summary, the Grand Junction Circulation Plan is aligned with the goals of the GVMPO and GVT. The plan will improve mobility for all and it will increase operational efficiencies of the transit system. The Circulation Plan provides the planning framework for and supports equitable investment in a transportation system that increases access and mobility for all people including those who ride the bus.

MIKE GAZDAK

FIRE GRAND
JUNCTION

4/20/2018
4:34:54 PM

Fire department: Reviewed documents, no comments at this time.

Monique Mull

MC AIR QUALITY

4/23/2018
10:33:52 AM

Public Health has no comments at this time.

Comments from Bike to Work day – May 2, 2018

1. Should open up Bike trail from Monument Road to Lunch Loops.
2. Need crossing lights/path at 9th and Riverside Parkway to Las Colonias.
3. Widen Broadway Bridge to match riverfront trail widths on each side.
4. Finish bike trail connection to Palisade.
5. Put trails on canal roads, pay owners for rights.



PUBLIC WORKS
& PLANNING

PHONE Messages - MARCH 1, 2018

1) Richard Dowling 245-5030

2904 Kennedy AV

Supports TRAILS Along CANALS, they
Are SAFE and provide shortcuts

David Thornton

From: Sam Rainguet
Sent: Friday, February 23, 2018 10:59 AM
To: David Thornton
Subject: Comments

Hi Dave,

I put the Circulation Plan Open House info on Facebook and it has gotten pretty good distribution: nearly 1,000 people so far.

There have been a few comments posted so I thought I would pass them along to you just so you would have them. Let me know if you have questions.



[Jay Habecker](#) Roundabouts are safer, increase traffic flow, reduce accidents, control speeds and they are energy neutral because they don't require electric traffic lights and computers to operate. People need to stop hating them just because they are different.



[Als Sheldon](#) Sidewalks on BOTH sides of a street and no more round abouts.....



[Marla Hanna](#) 21 Road is a speedway for PTI propane trucks. Scariest thing ever.



[Aaron Young](#) Bike lanes, maybe with some blue paint!



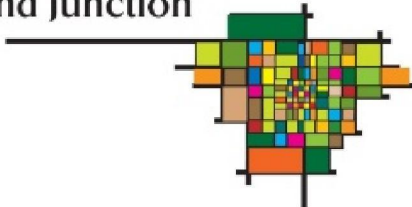
[Marilyn Romero](#) I hate round abouts

Sam Rainguet
Communications Manager
City of Grand Junction
250 North 5th Street
Grand Junction, CO 81501
Phone: 970-244-1507
samr@gjcity.org
www.gjcity.org
www.twitter.com/GJCity
www.facebook.com/GJCity
Follow our news blog: www.gjcitynews.org

Proposed City of Grand Junction Complete Streets Policy



Comprehensive Plan
Grand Junction



City of Grand Junction Complete Streets Policy

Vision:

The Complete Streets Vision is to develop a safe, efficient, and reliable travel network of streets, sidewalks, and urban trails throughout the City of Grand Junction (City) to equitably serve ALL users and ALL modes of transportation. Complete Streets will provide residents improved access, safety, health and environment—helping Grand Junction to become the most livable community west of the Rockies.

The Comprehensive Plan established specific strategies to implement its vision, guiding principles, goals and policies. In Chapter 5, Balanced Transportation, there are strategies to provide alternatives to getting around the community, increasing connectivity between neighborhoods, schools, parks, shopping and employment areas. It is through the buildout of neighborhood and village centers, along with strategies identified in the Comprehensive Plan and this Circulation Plan that will help the community achieve its vision of becoming the most livable City west of the Rockies.

Grand Junction streets will be designed and maintained to be safe, attractive, accessible, convenient and comfortable for users of all ages and abilities and transportation modes. Complete Streets will make the City of Grand Junction more walkable and bikeable, support transit, foster community engagement, and support the local economy and property values. Complete Streets will strengthen quality of life by improving public health and safety, advancing mobility, enhancing livability and long-term sustainability to achieve the vision “to become the most livable community west of the Rockies.”

Purpose:

The City of Grand Junction commits to improvements that are planned, designed, constructed, operated, and maintained to support safe, efficient and convenient mobility for all roadway users—pedestrians, bicyclists, people who use mobility devices, transit riders, freight traffic, emergency response vehicles, and motorists—regardless of age or ability. Complete streets are necessary to expand everyone’s mobility choices for safe and convenient travel by different modes between destinations throughout Grand Junction and are designed, appropriate to the context, to balance safety and convenience for everyone using the road.

Safety, including a reduction in hazards for pedestrians and bicyclists on Grand Junction roadways, is a fundamental consideration of this Complete Streets Policy. Complete Streets also encourage people to more easily make active transportation choices (walking and bicycling), which are associated with improved health outcomes at all stages of life and provide the added benefit of improved air quality.

The City of Grand Junction recognizes that the planning and design of streets and regional roadways should include the entire right-of-way and public realm. A Complete

Streets approach provides a unique opportunity to thoughtfully integrate and advance multiple objectives for the community, now and into the future, while delivering maximum benefits from both public and private investments. A Complete Street includes an array of integral facilities, including, but not limited to street and sidewalk lighting, pedestrian and bicycle safety improvements, access improvements, compliance with the Americans with Disabilities Act, public transit facilities and access there-to, landscaping, drainage, and street amenities such as street furniture and shade.

Complete Street Principles/Context Sensitive Design Standards

1. **Complete Streets serve all users and modes.** The City of Grand Junction shall design, operate and maintain the communities' streets and right-of-way to reasonably enable safe, comfortable and convenient access and travel for users of all ages, abilities and income levels. Complete Streets equitably considers the needs of motorists, pedestrians, people with disabilities, transit users, bicyclists, and commercial and emergency vehicles, consistent with this policy. The City will strive to prioritize complete street improvements that impact vulnerable and underserved areas and users.
2. **Complete Streets design criteria.** The City shall take an innovative approach to develop Complete Streets that meet or exceed national best-practice design guidelines by thoughtfully applying engineering, architectural, and urban design principles.
3. **Complete Streets require connected travel networks.** The City of Grand Junction shall prioritize opportunities to create a complete transportation network that provides connected facilities to serve all people and modes of travel, now and into the future. Streets shall be connected to create complete networks that provide travelers with multiple choices of travel routes and that help to reduce congestion on major roadways. The network shall include off-street hard-surface trails for biking and walking where necessary to improve safety and convenience. All roadways and routes need not be optimized for all modes; however, the network shall provide safe, efficient and convenient travel routes for each mode throughout the City, connecting services, schools, parks, civic uses, major centers of activity and attractions.
4. **Complete Streets are attractive, interesting and comfortable places for people.** Grand Junction's streets shall be designed as public amenities and include aesthetic elements such as street trees, landscaping, pedestrian lighting, street furniture, and wayfinding signage wherever possible.
5. **Complete Streets require context-sensitive approaches.** The City will align land use and transportation goals, policies and code provisions to create Complete Streets solutions that are flexible and appropriate to the unique circumstances of the surrounding neighborhood, land use patterns and street classification to maximize travel.
6. **Complete Streets include all roadways and all projects and phases.** The City shall apply this policy, to the greatest extent practicable given budget

constraints, to all street projects, including new construction, reconstruction, resurfacing, and maintenance. In addition, safe and efficient travel access for all modes of transportation shall be maintained during construction.

7. **Complete Streets Require Education, Outreach and Engagement.** The City will foster education and outreach on the Complete Streets policy to City Departments and other agencies and will encourage community engagement. Ongoing implementation and monitoring will be communicated to the community.

Exceptions

Any exception to this Policy, including for eligible private projects, must be reviewed and approved by the Transportation Engineering Design Standards (TEDS) Exception Committee, comprised of the Public Works Director, Transportation Engineer, Community Development Director, and the Fire Marshal.

The following will be considered by the Committee for exceptions to the Policy:

- a. An accommodation is not necessary on the corridors where specific user groups are prohibited;
- b. Costs of accommodation are excessively disproportionate to the need or probable use, when factoring in both current economic conditions and economic benefits of initial capital cost;
- c. A clear, documented absence of current and future need exists;
- d. Transit accommodations that may be excluded where there is no existing or planned transit service;
- e. Routine maintenance of the transportation network that does not change the roadway geometry or operations, such as mowing, sweeping, spot repair, pothole filling or when interim measures are implemented on temporary detour or haul routes;
- f. A reasonable and equivalent project existing along the same corridor that is already programmed to provide facilities exempted from the project at hand; or
- g. The cost of providing accommodations is excessive compared to reasonable access to alternative facilities existing within one quarter mile of the surrounding network of complete streets to the site.

Applicability:

The policy is applicable to all development and redevelopment in the public realm within the City of Grand Junction. It applies to the work of all City Departments and other entities working within the public right-of-way. In addition, it is intended to guide all private development that affects streets, the transportation system, and the public realm.

Where new streets and subdivisions are subject to the City of Grand Junction Zoning and Development Code and/or Transportation Engineering Design Standards, the City shall fully and consistently refer to this policy for guidance.

In the existing developed areas of the City, roadway improvements that implement this policy shall be achieved as individual projects advance, as sites and corridors are developed and improved, and as needs and travel-mode balance evolve over time.

Performance Measures

Complete Streets require appropriate performance measures. The City will track and report performance measures for the transportation system that measure how well the City is conforming to this policy. Indicators shall reflect safe and efficient mobility for all users—pedestrians, bicyclists, transit riders, motorists and freight. The City shall measure the success of this policy using, but not being limited to, the following performance measures:

Performance Measure	Unit/Quantity	Goal
<u>Safety:</u>		
Crashes for all modes	Number	Decrease
Injuries and fatalities for all modes*	Number	Decrease towards zero
1. Number of Fatalities		
2. Rate of Fatalities per 100 million Vehicle Miles Traveled (VMT)		
3. Number of Serious Injuries		
4. Rate of Serious Injuries per 100 million VMT		
5. Number of Non-motorized Fatalities and Non-motorized Serious Injuries.		
Countdown Signals	Number	Increase
Audible traffic signals	Number	Increase
Crosswalk and intersection improvements	Number	Increase
<u>Access:</u>		
ADA compliant curb ramps	Number	Increase
ADA compliant accessible routes	Miles	Increase
On-street bike lanes	Miles	Increase
Signal approaches with bike friendly detection	Number	Increase
On-time arrivals for GVT	%	Increase
Bus stops that provide weather protection	%	Increase
Sidewalks	Miles	Increase
Off-street hard-surface trails	Miles	Increase
<u>Health and Environment:</u>		
Students who walk or bike to school	%	Increase
Mode share: walk, bike and transit	%	Increase
Vehicle miles traveled (VMT) per capita	Number	Decrease

Notes:

(1) *The US Department of Transportation (USDOT) Safety Performance Management Final Rule establishes five performance measures as the five-year rolling averages. The GVCP goal or target for 1-5 above will be to Decrease towards zero.

(2) As the Safety Performance Rule and other transportation system performance management rules required by the USDOT are implemented, these Complete Streets Performance Measures will be updated as applicable.

Implementation Strategies:

Policy Integration:

The City shall make the Complete Streets practices a routine part of everyday operations, approach every transportation project and program as an opportunity to improve streets and the transportation network for all users, and work in coordination with other departments, agencies and jurisdictions.

The City will review and revise, as needed, all plans, guidelines, regulations, procedures, and programs to integrate the Complete Streets principles in all street projects, as feasible.

Interagency Coordination:

Implementation of the Complete Streets Policy will be carried out cooperatively and consistently among all departments in the City of Grand Junction, outside agencies, and, to the greatest extent possible, private developers.

Training:

The City will train pertinent staff on the content of Complete Streets principles and best practices for implementing this policy.

Project Selection Criteria (3):

The City will maintain a comprehensive inventory of pedestrian and bicycle infrastructure and will prioritize improvement projects that eliminate gaps in the sidewalk and bikeway network and serves the needs of underserved and vulnerable communities..

The City will utilize inter-department coordination to promote the most responsible and efficient use of resources for activities within the public way and will seek out appropriate sources of funding and grants for implementation of Complete Streets policies.

Oversight Responsibility:

The Department of Public Works and the Community Development Department will monitor and implement the Complete Streets Policy, with input and recommendation from the Urban Trails Committee.

Public Engagement Plan:

The City will produce an annual report detailing progress made on the performance measures and implementation of the Complete Streets Policy.

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN
BY ADOPTING THE GRAND JUNCTION CIRCULATION PLAN, INCLUDING THE
NETWORK MAP, STREET PLAN FUNCTIONAL CLASSIFICATION MAP AND
ACTIVE TRANSPORTATION CORRIDOR MAP AND REPEALING AND REPLACING
THE GRAND VALLEY CIRCULATION PLAN AND URBAN TRAILS PLAN**

Recitals:

The proposed Grand Junction Circulation Plan ("Circulation Plan") establishes a comprehensive approach to transportation planning within the Urban Development Boundary and supports and builds on the transportation principles and goals of the Grand Valley 2040 Regional Transportation Plan as well as the City's adopted Comprehensive Plan. In general, the Plan supports a balanced, multi-modal approach to transportation planning, accommodating the safe and efficient movement of people and goods and providing for transportation options for all users. The Plan document includes a Network Map, the Street Functional Classification Map, the Active Transportation Corridor Map and Strategies and Policies.

The Planning Commission reviewed and considered the Grand Junction Circulation Plan in a public hearing on May 22, 2018, found and determined that it satisfies the criteria of Section 21.02.130(c)(2) of the Zoning and Development Code and is consistent with the purpose and intent of the Comprehensive Plan, and recommended adoption of the Plan.

The City Council has reviewed and considered the Grand Junction Circulation Plan and determined that it satisfied the criteria of Section 21.02.130(c)(2) of the Zoning and Development Code and is consistent with the purpose and intent of the Comprehensive Plan.

The full text of this Ordinance, including the attached text of the Circulation Plan, shall, in accordance with paragraph 51 of the Charter of the City of Grand Junction, be published in pamphlet form with notice published in accordance with the Charter.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE GRAND JUNCTION CIRCULATION PLAN IS ADOPTED AND SHALL REPEAL AND REPLACE THE GRAND VALLEY CIRCULATION PLAN AND URBAN TRAILS PLAN AND BECOME PART OF THE COMPREHENSIVE PLAN.

Introduced for first reading on this 18th day of June, 2018

PASSED on this ____ day of ____, 2018.

ATTEST:

City Clerk

President of Council

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. _____

**A RESOLUTION ADOPTING A COMPLETE STREETS POLICY FOR
THE CITY OF GRAND JUNCTION**

Recitals:

Streets are a vital part of livable, attractive communities. Everyone, regardless of age, ability, income, race, or ethnicity, ought to have safe, comfortable, and convenient access to community destinations and public places—whether walking, driving, bicycling, or taking public transportation. A Complete Streets approach integrates people and places in planning, design, construction, operation, and maintenance of transportation networks, helping to ensure streets are safe for people of all ages and abilities, while balancing the needs of different modes, thereby supporting local land use, economy, culture and the natural environment.

The Grand Junction Urban Trails Committee has developed a draft Complete Streets Policy for the City of Grand Junction. The overall vision of the Policy is to develop a safe, efficient, and reliable travel network of streets, sidewalks, and urban trails throughout the City to equitably serve all users and all modes of transportation. The proposed Policy includes seven principles and context sensitive design standards to ensure that streets are designed and maintained to be safe, attractive, accessible, convenient and comfortable for users of all ages and abilities and all transportation modes. The policy would be applicable to all development and redevelopment in the public realm and outlines an exception process to be used in cases where strict adherence to the Policy is impractical or unnecessary.

This Complete Streets Policy implements the Grand Junction Circulation Plan, an element of the Grand Junction Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE ATTACHED COMPLETE STREETS POLICY BE ADOPTED.

Approved this _____ day of _____, 2018 and ordered published in pamphlet form.

ATTEST:

City Clerk

Mayor



Grand Junction City Council

Regular Session

Item #3.a.

Meeting Date: June 18, 2018

Presented By: Ken Watkins, Fire Chief

Department: Fire

Submitted By: Ken Watkins

Information

SUBJECT:

Resolution Authorizing the City Manager to Execute a Contract for the Purchase of 729 27 Road for a Temporary Fire Station in Grand Junction, Colorado for up to \$245,000

RECOMMENDATION:

Adopt a Resolution authorizing the City Manager to execute a contract for the purchase of 729 27 Road in Grand Junction, Colorado.

EXECUTIVE SUMMARY:

This resolution authorizes the purchase of the property at 729 27 Road, Grand Junction Colorado from David and E. Carter Johnson for \$245,000 or other lesser amount to be negotiated following inspections, credits and allowances as provided by the contract. The property, a bi-level residential home currently separated into two rental units will be used as a temporary ambulance response station to house two to five personnel and associated apparatus and equipment. This property is directly west of the preferred site for the permanent fire station.

BACKGROUND OR DETAILED INFORMATION:

The Fire Department has evaluated a number of possible locations for a new fire station (proposed Fire Station 6) in the north area of the City. A 2016 consultant study evaluated six sites, including three at the Grand Junction Regional Airport for a possible joint facility and three other sites north of G Road, between 26 and 27 ¼ Roads. A site at 731 27 Road became a preferred site based on the following factors:

- Provides good coverage of the north area and meets response time standards

- Provides incident volume relief for Fire Stations 2 & 3, the busiest stations
- Provides quick, efficient back-up coverage to the highest incident volume areas
- Property is already owned by the City for a future park

The Fire Department intends to build the permanent fire station at this site, 731 27 Road, also known as Horizon Park.

In planning for the permanent station, the department has evaluated an option of placing a temporary facility at or near the site to provide emergency medical and ambulance services to the area until full funding can be secured. The department evaluated options of purchasing a modular building or the lease or purchase of an existing residential house for this purpose. The purchase of 729 27 Road meets this criteria, and if approved, will serve as the temporary ambulance facility. Long term the site will be part of the overall park property.

FISCAL IMPACT:

The purchase price of the property is \$245,000, which is included in the 2018 capital budget of \$350,000. The capital budget includes additional funding for a temporary vehicle garage and any remodeling that may be needed prior to the Fire Department occupying the building. The cost of this project could reach \$400,000. If needed, the additional \$50,000 would come from the City's portion of the Mesa County Public Safety Tax proceeds.

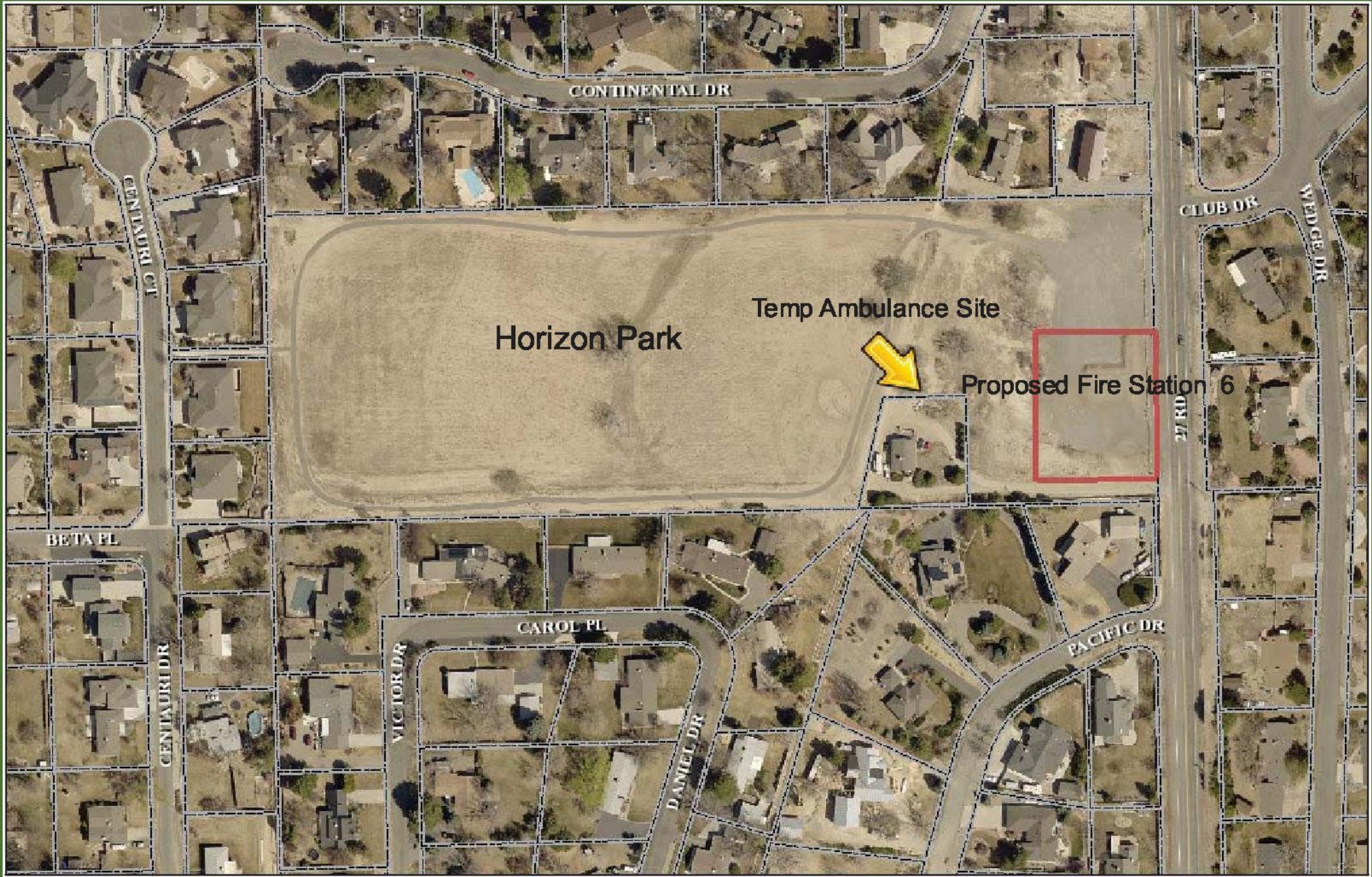
SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 35-18, a resolution authorizing the purchase of the real property, located at 729 27 Road from David and E. Carter Johnson and ratifying actions heretofore taken in connection therewith.

Attachments

1. Temporary Ambulance Site - 729 27 RD
2. AGR- 729 27 Rd
3. Resolution - Purchase of 729 27 Road

729 27 Road - Temporary Ambulance Site



Printed: 6/8/2018

1 inch = 188 feet

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

**CONTRACT TO BUY AND SELL REAL ESTATE
(INCOME – RESIDENTIAL)
 1-4 Units Larger than 1-4 Units**

Date: June 12, 2018

AGREEMENT

- 1. **AGREEMENT.** Buyer agrees to buy and Seller agrees to sell, the Property described below on the terms and conditions set forth in this contract (Contract).
- 2. **PARTIES AND PROPERTY.**
 - 2.1. **Buyer.** Buyer, City of Grand Junction, a Colorado home rule municipality, will take title to the Property described below as **Tenants In Severalty.**
 - 2.2. **No Assignability.** This Contract **Is Not** assignable by Buyer unless otherwise specified in **Additional Provisions.**
 - 2.3. **Seller.** Sellers David L. Johnson and E. Carter Johnson, are the current owners of the Property described below.
 - 2.4. **Property.** The Property is the following legally described real estate in Mesa County, Colorado:

TAX SCHEDULE NUMBER: 2701-354-00-060

A tract of land in the NE¼ SE¼ of Section 35, Township 1 North, Range 1 West of the Ute Meridian described as follows:
 Beginning at a point 306 feet West of the Southeast Corner of the NE¼ SE¼ of Section 35, Township 1 North, Range 1 West of the Ute Meridian, thence West 147 feet to the Lateral ditch, thence North 2°15' East along the lateral 102 feet, thence East 131 feet, thence South 101 feet to the Point of Beginning;
 TOGETHER WITH an easement for road purposes described as follows:
 Beginning at the Southeast Corner of said NE¼ SE¼, thence West 306 feet to the Southeast Corner of the above tract, thence North 20 feet, thence East 306 feet, thence South 20 feet to the Place of Beginning;

AND

A tract of land in the NE¼ SE¼ of Section 35, Township 1 North, Range 1 West of the Ute Meridian described as follows:
 Beginning at a point 306 feet West and 101 feet North of the Southeast Corner of the NE¼ SE¼ of Section 35, Township 1 North, Range 1 West of the Ute Meridian, thence North 59 feet, thence West 120 feet, more or less, to the Lateral ditch, thence South 2°15' West to a point which is 131 feet West of the Point of Beginning, thence East 131 feet to the Point of Beginning,

also known by the street and number as 729 27 Road Unit A and Unit B, Grand Junction, Colorado 81505

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

- 2.5. **Inclusions.** The Purchase Price includes the following items (Inclusions):
 - 2.5.1. **Inclusions - Attached.** If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), garage door openers (including all remote controls), solar panels, water softeners security systems and satellite systems. (Leased items should be listed under **Due Diligence Documents.**) If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.
 - 2.5.2. **Inclusions – Not Attached.** If on the Property, whether attached or not, on the date of this Contract, the following items are included unless excluded under **Exclusions**: storm windows, storm doors, window and porch shades, awnings, blinds,

screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

2.5.3. Personal Property - Conveyance. Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.4. Other Inclusions. The following items, whether fixtures or personal property, are also included in the Purchase Price:

Parking and Storage Facilities. Ownership of any and all parking and storage facilities.

2.6. Exclusions. The following items are excluded (Exclusions):
NONE

2.7. Water Rights, Well Rights, Water and Sewer Taps.

2.7.1. Water Rights. Any and all deeded rights and/or certificated water stock will be conveyed by a good and sufficient general warranty deed and/or certificate transfer at Closing. Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

2.7.2. Well Rights. Seller agrees to supply required information to Buyer about the well, if any. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well," used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is NA.

2.7.3 Water Stock Certificates. The water stock certificates to be transferred at Closing are as follows: any and all rights to GVVUA irrigation water for/assigned to/attached to the Property.

3. DATES AND DEADLINES.

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	NA
		Title	
2	§ 5.1	Record Title Deadline	June 29, 2018
3	§ 5.2	Record Title Objection Deadline	July 13, 2018
4	§ 5.3	Off-Record Title Deadline	June 29, 2018
5	§ 5.3	Off-Record Title Objection Deadline	July 13, 2018
6	§ 5.4	Title Resolution Deadline	July 18, 2018
7	§ 5.6	Right of First Refusal Deadline	NA
		Owners' Association	
8		Association Documents Deadline	DELETED
9		Association Documents Objection Deadline	DELETED
		Seller's Property Disclosure	
10	§ 6.1	Seller's Property Disclosure Deadline	June 29, 2018
		Loan and Credit	
11		Loan Application Deadline	DELETED
12		Loan Objection Deadline	DELETED
13		Buyer's Credit Information Deadline	DELETED
14		Disapproval of Buyer's Credit Information Deadline	DELETED
15		Existing Loan Documents Deadline	DELETED
16		Existing Loan Documents Objection Deadline	DELETED
17		Loan Transfer Approval Deadline	DELETED
18		Seller or Private Financing Deadline	DELETED

		Appraisal	
19		Appraisal Deadline	DELETED
20		Appraisal Objection Deadline	DELETED
21		Appraisal Resolution Deadline	DELETED
		Survey	
22		New ILC or New Survey Deadline	DELETED
23		New ILC or New Survey Objection Deadline	DELETED
24		New ILC or New Survey Resolution Deadline	DELETED
		Inspection and Due Diligence	
25	§ 6.3	Inspection Objection Deadline	July 13, 2018
26	§ 6.3	Inspection Resolution Deadline	July 18, 2018
27	§ 6.5	Property Insurance Objection Deadline	NA
28	§ 6.6	Due Diligence Documents Delivery Deadline	June 29, 2018
29	§ 6.6	Due Diligence Documents Objection Deadline	July 13, 2018
30	§ 6.6	Due Diligence Documents Resolution Deadline	July 18, 2018
31	§ 6.6	Environmental Inspection Objection Deadline	July 18, 2018
32		ADA Evaluation Objection Deadline	DELETED
33		Conditional Sale Deadline	DELETED
34	§7.1	Tenant Estoppel Statements Deadline	June 29, 2018
35	§7.2	Tenant Estoppel Statements Objection Deadline	July 13, 2018
		Closing and Possession	
36	§ 12.3	Closing Date	July 20, 2018
37	§ 17	Possession Date	July 20, 2018
38	§ 17	Possession Time	Delivery of Deed/Closing
39	§ 28	Acceptance Deadline Date	June 20, 2018
40	§ 28	Acceptance Deadline Time	5:00 P.M. Mountain Daylight Time

3.1. Applicability of Terms. Any box checked in this Contract means the corresponding provision applies. Any box, blank or line in this Contract left blank or completed with the abbreviation "N/A", or the word "Deleted" means such provision, including any deadline, is not applicable and the corresponding provision of this Contract to which reference is made is deleted. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

4. PURCHASE PRICE AND TERMS.

4.1. Price and Terms. The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount		Amount	
1	§ 4.1	Purchase Price	\$	245,000.00		
2	§ 4.3	Earnest Money			\$	0.00
3	§ 4.5	New Loan			\$	0.00
4	§ 4.6	Assumption Balance			\$	0.00
5	§ 4.7	Private Financing			\$	0.00
6	§ 4.7	Seller Financing			\$	0.00
7		NA				0.00
8		NA				0.00
9	§ 4.4	Cash at Closing			\$	245,000.00
10		TOTAL	\$		\$	245,000.00

4.2. Form of Funds; Time of Payment; Available Funds.

4.2.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

4.2.2. Time of Payment; Available Funds. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.**

5. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

5.1. Evidence of Record Title.

5.1.1. Seller Selects Title Insurance Company. If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

5.1.2. Buyer Selects Title Insurance Company. If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.

If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

5.1.3 Owner's Extended Coverage (OEC). The Title Commitment **Will** **Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded), and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller** **Other** _____. Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.4 (Right to Object to Title, Resolution).

5.1.4 Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property, and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

5.1.5 Copies of Title Documents. Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

5.1.6 Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

5.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.4 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**.

Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.4 (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

5.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 and § 13), in Buyer's sole subjective discretion, must be received by Seller on or before

Off-Record Title Objection Deadline. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3 (Off-Record Title), any title objection by Buyer and this Contract are governed by the provisions set forth in § 8.4 (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual knowledge.

5.4. Right to Object to Title, Resolution. Buyer's right to object to any title matters includes, but is not limited to those matters set forth in §§ 8.2 (Record Title), 8.3 (Off-Record Title) and 13 (Transfer of Title), in Buyer's sole subjective discretion. If Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

5.4.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline, and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended to the earlier of Closing or ten days after receipt of the applicable documents by Buyer, pursuant to § 8.2 (Record Title) or § 8.3 (Off-Record Title), the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

5.4.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate on or before the applicable deadline, based on any unsatisfactory title matter, in Buyer's sole subjective discretion.

5.5. Special Taxing Districts. **SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.** Buyer has the Right to Terminate on or before **Off-Record Title Objection Deadline**, based on any unsatisfactory effect of the Property being located within a special taxing district, in Buyer's sole subjective discretion.

5.6. Right of First Refusal or Contract Approval. If there is a right of first refusal on the Property or a right to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the right of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate. If the right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this Contract has not occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.

5.7. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property, and various laws and governmental regulations concerning land use, development and environmental matters.

5.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE, AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

5.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

5.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT

TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS, AND GAS GATHERING AND PROCESSING FACILITIES.

5.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

5.7.5. Title Insurance Exclusions. Matters set forth in this Section, and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

5.8. Consult an Attorney. Buyer is advised to timely consult legal counsel with respect to all such matters as there are strict time limits provided in this Contract (e.g., **Record Title Objection Deadline** and **Off-Record Title Objection Deadline**).

DISCLOSURE, INSPECTION AND DUE DILIGENCE

6. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE, BUYER DISCLOSURE AND SOURCE OF WATER.

- 6.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge, current as of the date of this Contract.
- 6.2. Disclosure of Latent Defects; Present Condition.** Seller must disclose to Buyer any latent defects actually known by Seller. Seller agrees that disclosure of latent defects will be in writing. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."
- 6.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property and the presence of asbestos, uranium/radon in or on the Property and Inclusions; (2) the physical condition of the Inclusions, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Inspection Objection Deadline**:
- 6.3.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or
- 6.3.2. Inspection Objection.** Deliver to Seller a written description of any unsatisfactory physical condition that Buyer requires Seller to correct.
- 6.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination, i.e., on or before expiration of **Inspection Resolution Deadline**.
- 6.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this section survive the termination of this Contract. This § 10.4 does not apply to items performed pursuant to an Inspection Resolution.
- 6.5. Insurability.** Buyer has the right to review and object to the availability, terms and conditions of and premium for property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before **Property Insurance Objection Deadline**, based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.
- 6.6. Due Diligence.**
- 6.6.1. Due Diligence Documents.** Seller agrees to deliver copies of the following documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:
- 6.6.1.1.** All contracts relating to the operation, maintenance and management of the Property;

6.6.1.2. As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical, and structural systems, engineering reports, and permanent Certificates of Occupancy, to the extent now available;

6.6.1.3. A list of all Inclusions to be conveyed to Buyer;

6.6.1.4. Operating statements for the past 2 (two) years;

6.6.1.5. A rent roll accurate and correct to the date of this Contract;

6.6.1.6. All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

6.6.1.7. A schedule of any tenant improvement work Seller is obligated to complete but has not yet been completed and capital improvement work either scheduled or in process on the date of this Contract;

6.6.1.8. All insurance policies pertaining to the Property and copies of any claims which have been made for the past 3 years;

6.6.1.9. Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3);

6.6.1.10. Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories, and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances, and/or underground storage tanks and/or uranium, uranium mill tailings and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

6.6.1.11. Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;

6.6.1.12. All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and

Due Diligence Documents Review and Objection. Buyer has the right to review and object to Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

6.6.1.13. Notice to Terminate. Notify Seller in writing that this Contract is terminated; or

6.6.1.14. Due Diligence Documents Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

6.6.1.15. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination, i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**.

6.6.2. Zoning. Buyer has the Right to Terminate on or before **Due Diligence Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

6.6.3. Due Diligence – Environmental, ADA. Buyer has the right to obtain environmental inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable and inspection(s)/assessment(s) of the Property for asbestos and any other hazardous and/or regulated material(s). Buyer will order or provide **Phase I Environmental Site Assessment, Phase II Environmental Site Assessment** (compliant with most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or asbestos, uranium/radon and any other hazardous and/or regulated material(s), assessments at the expense of Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any. If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Objection Deadline** will be extended by 30 Days (Extended Environmental Inspection Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of time. In such event, Seller must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property, Buyer has the

Right to Terminate on or before Environmental Inspection Objection Deadline, or if applicable, the Extended Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

6.7. Source of Potable Water (Residential Land and Residential Improvements Only). Buyer Does Does Not acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for the Property. There is **No Well**.

6.8. Carbon Monoxide Alarms. Note: If the improvements on the Property have a fuel-fired heater or appliance, a fireplace, or an attached garage and include one or more rooms lawfully used for sleeping purposes (Bedroom), the parties acknowledge that Colorado law requires that Seller assure the Property has an operational carbon monoxide alarm installed within fifteen feet of the entrance to each Bedroom or in a location as required by the applicable building code.

6.9. Lead-Based Paint. Unless exempt, if the improvements on the Property include one or more residential dwellings for which a building permit was issued prior to January 1, 1978, this Contract is void unless (1) a completed Lead-Based Paint Disclosure (Sales) form is signed by Seller, the required real estate licensees and Buyer, and (2) Seller receives the completed and fully executed form prior to the time when this Contract is signed by all parties. Buyer acknowledges timely receipt of a completed Lead-Based Paint Disclosure (Sales) form signed by Seller and the real estate licensees.

6.10. Methamphetamine Disclosure. If Seller knows that methamphetamine was ever manufactured, processed, cooked, disposed of, used or stored at the Property, Seller is required to disclose such fact. No disclosure is required if the Property was remediated in accordance with state standards and other requirements are fulfilled pursuant to § 25-18.5-102, C.R.S. Buyer further acknowledges that Buyer has the right to engage a certified hygienist or industrial hygienist to test whether the Property has ever been used as a methamphetamine laboratory. Buyer has the Right to Terminate under § 25.1, upon Seller's receipt of Buyer's written Notice to Terminate, notwithstanding any other provision of this Contract, based on Buyer's test results that indicate the Property has been contaminated with methamphetamine, but has not been remediated to meet the standards established by rules of the State Board of Health promulgated pursuant to § 25-18.5-102, C.R.S. Buyer must promptly give written notice to Seller of the results of the test.

6.11. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

7. TENANT ESTOPPEL STATEMENTS.

7.1. Tenant Estoppel Statements Conditions. Buyer has the right to review and object to any Estoppel Statements. Seller must obtain and deliver to Buyer on or before **Tenant Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:

- 7.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;
- 7.1.2.** That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;
- 7.1.3.** The amount of any advance rentals paid, rent concessions given, and deposits paid to Seller;
- 7.1.4.** The amount of monthly (or other applicable period) rental paid to Seller;
- 7.1.5.** That there is no default under the terms of said Lease by landlord or occupant; and
- 7.1.6.** That the Lease to which the Estoppel is attached is a true, correct and complete copy of the Lease demising the premises it describes.

7.2. Tenant Estoppel Statements Objection. Buyer has the Right to Terminate on or before **Tenant Estoppel Statements Objection Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Tenant Estoppel Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.

CLOSING PROVISIONS

8. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

8.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a

new loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's new loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

- 8.2. **Closing Instructions.** Colorado Real Estate Commission's Closing Instructions are not executed with this Contract.
- 8.3. **Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the **Closing Date** or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by the Buyer.
- 8.4. **Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality, and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

9. **TRANSFER OF TITLE.** Subject to tender of payment at Closing as required herein and compliance by Buyer with the other terms and provisions hereof, Seller must execute and deliver a good and sufficient general warranty deed to Buyer, at Closing, conveying the Property free and clear of all taxes except the general taxes for the year of Closing. Except as provided herein, title will be conveyed free and clear of all liens, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not. Title will be conveyed subject to:

- 9.1. Those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with **Record Title**,
- 9.2. Distribution utility easements (including cable TV),
- 9.3. Those specifically described rights of third parties not shown by the public records of which Buyer has actual knowledge and which were accepted by Buyer in accordance with **Off-Record Title**,
- 9.4. Inclusion of the Property within any special taxing district, and
- 9.5. Any special assessment if the improvements were not installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, and

10. **PAYMENT OF ENCUMBRANCES.** Any encumbrance required to be paid will be paid at or before Closing from the proceeds of this transaction or from any other source.

11. **CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.**

- 11.1. **Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein.
- 11.2. **Closing Services Fee.** The fee for real estate closing services must be paid at Closing by **One-Half by Buyer and One-Half by Seller.**
- 11.3. **Water Transfer Fees.** The Seller shall pay any and all Water Transfer Fees for water stock/certificates.
- 11.4. **Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by Seller.

12. **PRORATIONS.** The following will be prorated to the **Closing Date**, except as otherwise provided:

- 12.1. **Taxes.** Personal property taxes, special taxing district assessments, if any, and general real estate taxes for the year of Closing shall be paid in full by the Seller.
- 12.2. **Rents/Security Deposit(s).** At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must assume Seller's obligations under such Leases.
- 12.3. **Other.** Water, sewer, solid waste and irrigation, if any.
- 12.4. **Final Settlement.** Unless otherwise agreed in writing, the prorations shown in the settlement statements are final.

13. **POSSESSION.** Possession of the Property will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to any Lease(s) assumed by the Buyer.

If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer for payment of \$250.00 per day (or any part of a day) from **Possession Date** and **Possession Time** until possession is delivered.



14. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.

14.1. Day. As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).

14.2. Computation of Period of Days, Deadline. In computing a period of days, when the ending date is not specified, the first day is excluded and the last day is included (e.g., three days after MEC.) If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline will be extended to the next day that is not a Saturday, Sunday or Holiday.

15. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND

WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

15.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing in an amount of not more than ten percent of the total Purchase Price (Property Damage), and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate on or before **Closing Date** if the Property is not repaired before **Closing Date** or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

15.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing. Seller and Buyer are aware of the existence of pre-owned home warranty programs that may be purchased and may cover the repair or replacement of such Inclusions.

15.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.

15.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

16. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that the respective broker has advised that this Contract has important legal consequences and has recommended the examination of title and consultation with legal and tax or other counsel before signing this Contract.

17. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

17.1 If Buyer is in Default: Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

17.2 If Seller is in Default: Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

- 18. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.
- 19. MEDIATION.** If a dispute arises relating to this Contract, (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's address (physical or electronic.) Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice.
- 20. TERMINATION.**
- 20.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision.
- 20.2. Effect of Termination.** In the event this Contract is terminated, the parties are relieved of all obligations hereunder, subject to §17.
- 21. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a Party receives the predecessor's benefits and obligations of this Contract.
- 22. NOTICE, DELIVERY, AND CHOICE OF LAW.**
- 22.1. Physical Delivery and Notice.** Any document, or notice to Buyer or Seller must be in writing, and is effective when physically received by such party.
- 22.2. Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer or Seller at the electronic address of the recipient by email.
- 22.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by email at the email address of the recipient shown below.
- 22.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.
- 23. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below, and the offering party receives notice of such acceptance on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.
- 24. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith in all matters arising out of or under this Contract.

ADDITIONAL PROVISIONS AND ATTACHMENTS
--

25. ADDITIONAL PROVISIONS. The parties hereto represent and warrant that no brokers are entitled to a commission related to the contemplated sale and purchase transaction herein. Each party indemnifies and holds harmless the other party for any claim (including attorney fees) for a commission arising out of ore related to this Contract.

This Contract is subject to ratification and formal approval by the Grand Junction City Council. The Buyer may act only by and through a majority action of the City Council at a noticed, public meeting, which is anticipated to occur on June 18, 2018.

RESOLUTION NO. __-18

A RESOLUTION AUTHORIZING THE PURCHASE BY THE CITY OF REAL PROPERTY LOCATED AT 729 27 ROAD FROM DAVID AND E. CARTER JOHNSON AND RATIFYING ACTIONS HERETOFORE TAKEN IN CONNECTION THEREWITH

RECITALS:

The City Manager has entered into a contract with David and E. Carter Johnson (also known as Sellers) for the sale by the Sellers and the purchase by the City of that certain real property addressed as 729 27 Road. The City Council has considered the contract and deems the purchase of the property necessary and proper.

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

1. That the City Council hereby authorizes the purchase of the above described property by the City for \$245,000.00 or such as other lesser sum as may be negotiated following inspections, credits and allowances as provided in the contract. All actions heretofore taken by the officers, employees and agents of the City relating to the purchase of said property which are consistent with the provisions of the attached Contract to Buy and Sell Real Estate and this Resolution are hereby ratified, approved and confirmed.
2. That the City Council hereby authorizes the expenditure of up to \$245,00000 for the purchase of said property to be paid at closing on July 20, 2018, or by mutual agreement at an earlier date.
3. That the officers, employees and agents of the City are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions of this Resolution and the attached Contract to Buy and Sell Real Estate, including, without limitation, the execution and delivery of such certificates, documents and payment as may be necessary or desirable to purchase the property.

PASSED and ADOPTED this 18th day of June 2018.

Barbara Traylor-Smith
President of the Council

Wanda Winkelmann
City Clerk



Grand Junction City Council

Regular Session

Item #4.a.

Meeting Date: June 18, 2018

Presented By: Randi Kim, Utilities Director

Department: Public Works - Utilities

Submitted By: Jamie B. Beard

Information

SUBJECT:

Resolution Authorizing City Manager to Sign Domestic Water Easement Across City Owned Land for Michael Reese

RECOMMENDATION:

Staff recommends adoption of the resolution.

EXECUTIVE SUMMARY:

The City of Grand Junction (City) owns land abutting Lands End Road and Reeder Mesa Road. Michael Reese owns property at 2995 Lands End Road. Mr. Reese wants to bring domestic water to his property. An easement is required across the City property for the installation and maintenance of a water line.

BACKGROUND OR DETAILED INFORMATION:

Michael Dean Reese owns property at 2995 Lands End Road, Whitewater, CO 81527. He purchased the property in September 2017. Presently he must truck in and store potable water for use on the property. He has obtained an easement from his neighbor Jack Seriani for the installation, placement, and use of a domestic water line and related appurtenances. A nonexclusive easement for the same purposes is needed across the City's property for Mr. Reese to be able to connect with the City's domestic water system.

Staff has valued the easement considering the same factors considered by the City when the City obtains an easement. Mr. Reese has agreed to pay \$400.00 for the easement. The \$400.00 was calculated at approximately \$.50 per square foot.

Mr. Reese will be responsible for all costs associated with the use of the easement including but not limited to the installation and maintenance of the water line and appurtenances. Mr. Reese will also be responsible for all costs to connect to the City's water system as well as the cost for the water used. In connecting to the City's water system, Mr. Reese and his property shall be subject to Chapter 13.08 of the City's Code.

The proposed easement will be 15 feet wide and include approximately 8,024 square feet of land.

Attached is a description and a sketch generally showing the location and description of the easement.

FISCAL IMPACT:

The sale of the easement itself is the minimal impact of the \$400.00. Additional revenue will also come from the connection to the City's water system including but not limited to purchase of the water tap, the new service fee and monthly payment of water rates.

SUGGESTED MOTION:

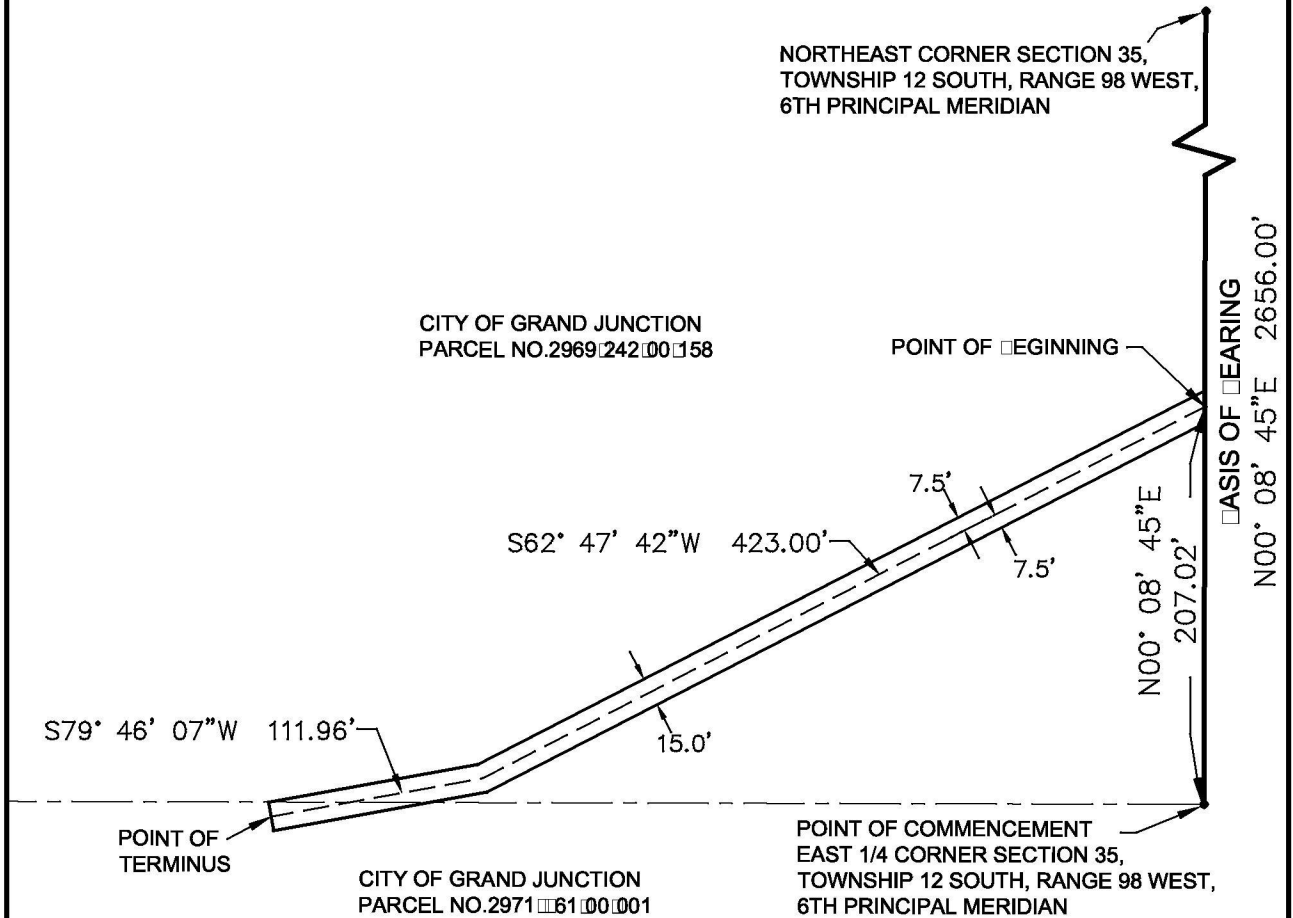
I move to (adopt/deny) Resolution No. 36-18 authorizing the City Manager to sign a domestic water easement for property owned by Michael Reese.

Attachments

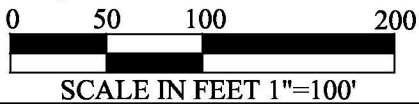
1. Exhibit for City of GJ
2. RESOLUTION+Easement

EXHIBIT

LOCATED IN SECTION 35
TOWNSHIP 12 SOUTH, RANGE 98 WEST
OF THE 6TH PRINCIPLE MERIDIAN,
COUNTY OF MESA, STATE COLORADO



This sketch does not constitute a measurement,
and is not intended to be used as a means for
establishing or determining property boundaries.



Christopher C. Ransier
CO PLS 38089
717 Centauri Drive
Grand Junction, CO 81506

RESOLUTION NO. ____-18

A RESOLUTION AUTHORIZING THE CITY MANAGER TO GRANT A DOMESTIC WATER EASEMENT

Recitals:

Michael Dean Reese owns land at 2995 Lands End Road in Whitewater, Colorado. Mr. Reese wants to connect to the City of Grand Junction's domestic water system and needs to provide a service line to his property. A reasonable location of the service line is across City property. Through negotiations Mr. Reese has indicated he is willing to pay the City \$400.00 for the easement.

After review by staff and consideration of the benefits to the City to have an additional customer as well as the burden of the easement on the property, staff has recommended the easement be granted.

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

The City Manager is authorized and directed to grant an easement to Michael Dean Reese for a domestic water service line and all actions of the officers, employees and agents of the City relating to the negotiations of the easement are hereby ratified, approved, and confirmed.

PASSED and ADOPTED this 18th day of June 2018.

President of the Council

Attest:

City Clerk



Grand Junction City Council

Regular Session

Item #4.b.

Meeting Date: June 18, 2018
Presented By: Trent Prall, Public Works Director
Department: Public Works - Engineering
Submitted By: Trent Prall, Public Works Director

Information

SUBJECT:

Intergovernmental Agreement with Colorado Department of Transportation (CDOT) for Construction of Three New Crosswalks and Medians Along Horizon Drive Between the Intersections of G Road and I-70 Interchange Exit 32

RECOMMENDATION:

Adopt a Resolution Authorizing the City Manager to sign an Intergovernmental Agreement (IGA) with Colorado Department of Transportation (CDOT) for the Construction of 3 new crosswalks and medians along Horizon Drive between the intersections of G Road and I-70 Interchange Exit 32.

EXECUTIVE SUMMARY:

In January, the City was awarded a Highway Safety Improvement Program (HSIP) grant in the amount of \$250,000. This intergovernmental agreement establishes the relationship between Colorado Department of Transportation (CDOT), acting on behalf of Federal Highway Administration (FHWA), and the City of Grand Junction.

BACKGROUND OR DETAILED INFORMATION:

Pedestrian safety is a concern along the Horizon Drive due to the high density of lodging and eating establishments. The long pedestrian crossing distance and high traffic volumes makes crossing Horizon a hazard as evidenced by the three pedestrian fatalities between 2010 and 2015.

While originally conceived in 2012 to be part of a robust renovation of the corridor, last September the Horizon Drive Improvement District requested a much smaller version

of improvements to build three crosswalks, complete with raised medians for pedestrian refuge and rapid flash yellow beacons similar to what was constructed on 12th Street just west of Stocker Stadium.

The funding is for Fiscal Year 2019 which for CDOT begins July 1, 2018.

Schedule calls for project to advertise for bids in mid-July, Council award in early September with construction slated for mid-September through October.

FISCAL IMPACT:

The City budgeted \$250,000 in the 3/4 cent sales tax fund for 2018 for the construction of the proposed improvements. With the grant award, the budget has been revised to the following:

Sources:

\$225,000 Highway Safety Improvement Program
\$45,000 3/4 cent Capital Improvement Program
\$270,000 Total

Uses:

\$20,000 conduit boring in advance of construction
\$250,000 construction contract
\$270,000 Total

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 37-18, a resolution entering into an agreement with the Colorado Department of Transportation for work on Horizon Drive Crosswalks Project, authorizing City matching funds and authorizing the City Manager to sign an agreement with the Colorado of Department of Transportation.

Attachments

1. DRAFT 22497 OLA Grand Junction 331001782(1)(1)
2. Horizon Dr Crosswalks IGA - resolution 20180606

**STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT
 Signature and Cover Page**

State Agency Department of Transportation			Agreement Routing Number 18-HA3-XC-00048
Local Agency CITY OF GRAND JUNCTION			Agreement Effective Date The later of the effective date or May 08, 2018
Agreement Description SHO M555-033--Construction of 3 new crosswalks & medians along Horizon Drive between the intersection -- G Road and the I-70 Interchange Exit 32.			Agreement Expiration Date May 7, 2023
Project # 22497	Region # 3	Contract Writer DZ	Agreement Maximum Amount \$250,000.00

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.

<p align="center">LOCAL AGENCY CITY OF GRAND JUNCTION</p> <p>_____</p> <p align="center">Signature</p> <p>_____</p> <p align="center">By: (Print Name and Title)</p> <p>Date: _____</p>	<p align="center">STATE OF COLORADO John W. Hickenlooper, Governor Department of Transportation Michael P. Lewis, Executive Director</p> <p>_____</p> <p align="center">Joshua Laipply, P.E., Chief Engineer</p> <p>Date: _____</p>
<p>2nd State or Local Agency Signature if Needed</p> <p>_____</p> <p align="center">Signature</p> <p>_____</p> <p align="center">By: (Print Name and Title)</p> <p>Date: _____</p>	<p align="center">LEGAL REVIEW Cynthia H. Coffman, Attorney General</p> <p>_____</p> <p align="center">Assistant Attorney General</p> <p>_____</p> <p align="center">By: (Print Name and Title)</p> <p>Date: _____</p>

In accordance with §24-30-202 C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
 Department of Transportation

Effective Date: _____

TABLE OF CONTENTS

1.	PARTIES.....	2
2.	TERM AND EFFECTIVE DATE.....	2
3.	AUTHORITY.....	3
4.	PURPOSE.....	3
5.	DEFINITIONS.....	4
6.	STATEMENT OF WORK.....	6
7.	PAYMENTS.....	9
8.	REPORTING - NOTIFICATION.....	13
9.	LOCAL AGENCY RECORDS.....	14
10.	CONFIDENTIAL INFORMATION-STATE RECORDS.....	15
11.	CONFLICT OF INTEREST.....	15
12.	INSURANCE.....	16
13.	BREACH.....	17
14.	REMEDIES.....	18
15.	DISPUTE RESOLUTION.....	19
16.	NOTICES AND REPRESENTATIVES.....	19
17.	RIGHTS IN WORK PRODUCT AND OTHER INFORMATION.....	20
18.	GOVERNMENTAL IMMUNITY.....	21
19.	STATEWIDE CONTRACT MANAGEMENT SYSTEM.....	21
20.	GENERAL PROVISIONS.....	21
21.	COLORADO SPECIAL PROVISIONS.....	23
22.	FEDERAL REQUIREMENTS.....	24
23.	DISADVANTAGED BUSINESS ENTERPRISE (DBE).....	24
24.	DISPUTES.....	25

EXHIBIT A, STATEMENT OF WORK
EXHIBIT B, SAMPLE OPTION LETTER
EXHIBIT C, FUNDING PROVISIONS
EXHIBIT D, LOCAL AGENCY RESOLUTION
EXHIBIT E, LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST
EXHIBIT F, CERTIFICATION FOR FEDERAL-AID AGREEMENTS
EXHIBIT G, DISADVANTAGED BUSINESS ENTERPRISE
EXHIBIT H, LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES
EXHIBIT I, FEDERAL-AID AGREEMENT PROVISIONS FOR CONSTRUCTION AGREEMENTS
EXHIBIT J, ADDITIONAL FEDERAL REQUIREMENTS
EXHIBIT K, FFATA SUPPLEMENTAL FEDERAL PROVISIONS
EXHIBIT L, SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT FORM
EXHIBIT M, OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS

1. PARTIES

This Agreement is entered into by and between Local Agency named on the Signature and Cover Page for this Agreement (“Local Agency”), and the STATE OF COLORADO acting by and through the State agency named on the Signature and Cover Page for this Agreement (the “State” or “CDOT”). Local Agency and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and Agreement Funds shall be expended within the dates shown in **Exhibit C** for each respective phase (“Phase Performance Period(s)”). The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Local Agency for any Work performed or expense incurred before 1) the Effective Date of this original Agreement; 2) before the encumbering document for the respective phase *and* the official Notice to Proceed for the respective phase; or 3) after the Final Phase Performance

- End Date, as shown in **Exhibit C**.
- B. Initial Term**
- The Parties' respective performances under this Agreement shall commence on the Agreement Effective Date shown on the Signature and Cover Page for this Agreement and shall terminate on the date of notice of CDOT final acceptance ("Agreement Expiration Date") shown on the Signature and Cover Page for this Agreement, unless sooner terminated or further extended in accordance with the terms of this Agreement.
- C. Early Termination in the Public Interest**
- The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. This subsection shall not apply to a termination of this Agreement by the State for breach by Local Agency, which shall be governed by **§14.A.i**.
- i. Method and Content**
- The State shall notify Local Agency of such termination in accordance with **§16**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement.
- ii. Obligations and Rights**
- Upon receipt of a termination notice for termination in the public interest, Local Agency shall be subject to **§14.A.i.a**
- iii. Payments**
- If the State terminates this Agreement in the public interest, the State shall pay Local Agency an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Local Agency for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Local Agency which are directly attributable to the uncompleted portion of Local Agency's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Local Agency hereunder.

3. AUTHORITY

Authority to enter into this Agreement exists in the law as follows:

A. Federal Authority

Pursuant to Title I, Subtitle A, of the "Fixing America's Surface Transportation Act" (FAST Act) of 2015, and to applicable provisions of Title 23 of the United States Code and implementing regulations at Title 23 of the Code of Federal Regulations, as may be amended, (collectively referred to hereinafter as the "Federal Provisions"), certain federal funds have been and are expected to continue to be allocated for transportation projects requested by Local Agency and eligible under the Surface Transportation Improvement Program that has been proposed by the State and approved by the Federal Highway Administration ("FHWA").

B. State Authority

Pursuant to CRS §43-1-223 and to applicable portions of the Federal Provisions, the State is responsible for the general administration and supervision of performance of projects in the Program, including the administration of federal funds for a Program project performed by a Local Agency under a contract with the State. This Agreement is executed under the authority of CRS §§29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-104.5.

4. PURPOSE

The purpose of this Agreement is to disburse Federal funds to the Local Agency pursuant to CDOT's Stewardship Agreement with the FHWA.

5. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Agreement”** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **“Agreement Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- C. **“Award”** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- D. **“Budget”** means the budget for the Work described in **Exhibit C**.
- E. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- F. **“Consultant”** means a professional engineer or designer hired by Local Agency to design the Work Product.
- G. **“Contractor”** means the general construction contractor hired by Local Agency to construct the Work.
- H. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- I. **“Effective Date”** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Agreement.
- J. **“Evaluation”** means the process of examining Local Agency’s Work and rating it based on criteria established in §6, **Exhibit A** and **Exhibit E**.
- K. **“Exhibits”** means the following exhibits attached to this Agreement:
 - i. **Exhibit A**, Statement of Work.
 - ii. **Exhibit B**, Sample Option Letter.
 - iii. **Exhibit C**, Funding Provisions
 - iv. **Exhibit D**, Local Agency Resolution
 - v. **Exhibit E**, Local Agency Contract Administration Checklist
 - vi. **Exhibit F**, Certification for Federal-Aid Contracts
 - vii. **Exhibit G**, Disadvantaged Business Enterprise
 - viii. **Exhibit H**, Local Agency Procedures for Consultant Services
 - ix. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts
 - x. **Exhibit J**, Additional Federal Requirements
 - xi. **Exhibit K**, The Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions
 - xii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form
 - xiii. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the “Uniform Guidance”)
- L. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

- M. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient.
- N. **“FHWA”** means the Federal Highway Administration, which is one of the twelve administrations under the Office of the Secretary of Transportation at the U.S. Department of Transportation. FHWA provides stewardship over the construction, maintenance and preservation of the Nation’s highways and tunnels. FHWA is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.
- O. **“Goods”** means any movable material acquired, produced, or delivered by Local Agency as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Local Agency in connection with the Services.
- P. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- Q. **“Initial Term”** means the time period defined in **§2.B**
- R. **“Notice to Proceed”** means the letter issued by the State to the Local Agency stating the date the Local Agency can begin work subject to the conditions of this Agreement.
- S. **“OMB”** means the Executive Office of the President, Office of Management and Budget.
- T. **“Oversight”** means the term as it is defined in the Stewardship Agreement between CDOT and the FHWA.
- U. **“Party”** means the State or Local Agency, and **“Parties”** means both the State and Local Agency.
- V. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S.
- W. **“Recipient”** means the Colorado Department of Transportation (CDOT) for this Federal Award.
- X. **“Services”** means the services to be performed by Local Agency as set forth in this Agreement, and shall include any services to be rendered by Local Agency in connection with the Goods.
- Y. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA.
- Z. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a).
- AA. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- BB. **“State Purchasing Director”** means the position described in the Colorado Procurement Code and its implementing regulations.
- CC. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- DD. **“Subcontractor”** means third-parties, if any, engaged by Local Agency to aid in performance of the Work.
- EE. **“Subrecipient”** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.
- FF. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the

- guidance in Circular A-50 on Single Audit Act follow-up.
- GG. **“Work”** means the delivery of the Goods and performance of the Services in compliance with CDOT’s Local Agency Manual described in this Agreement.
- HH. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

6. STATEMENT OF WORK

Local Agency shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit A**, and the Local Agency Manual. The State shall have no liability to compensate Local Agency for the delivery of any Goods or the performance of any Services that are not specifically set forth in this Agreement.

Work may be divided into multiple phases that have separate periods of performance. The State may not compensate for Work that Local Agency performs outside of its designated phase performance period. The performance period of phases, including, but not limited to Design, Construction, Right of Way, Utilities, or Environment phases, are identified in **Exhibit C**. The State may unilaterally modify **Exhibit C** from time to time, at its sole discretion, to extend the period of performance for a phase of Work authorized under this Agreement. To exercise this phase performance period extension option, the State will provide written notice to Local Agency in a form substantially equivalent to **Exhibit B**. The State’s unilateral extension of phase performance periods will not amend or alter in any way the funding provisions or any other terms specified in this Agreement, notwithstanding the options listed under **§7.E**

A. Local Agency Commitments

i. Design

If the Work includes preliminary design, final design, design work sheets, or special provisions and estimates (collectively referred to as the “Plans”), Local Agency shall ensure that it and its Contractors comply with and are responsible for satisfying the following requirements:

- a. Perform or provide the Plans to the extent required by the nature of the Work.
- b. Prepare final design in accordance with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by the State.
- c. Prepare provisions and estimates in accordance with the most current version of the State’s Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by the State.
- d. Include details of any required detours in the Plans in order to prevent any interference of the construction Work and to protect the traveling public.
- e. Stamp the Plans as produced by a Colorado registered professional engineer.
- f. Provide final assembly of Plans and all other necessary documents.
- g. Ensure the Plans are accurate and complete.
- h. Make no further changes in the Plans following the award of the construction contract to Contractor unless agreed to in writing by the Parties. The Plans shall be considered final when approved in writing by CDOT, and when final, they will be deemed incorporated herein.

ii. Local Agency Work

- a. Local Agency shall comply with the requirements of the Americans With Disabilities Act (ADA) 42 U.S.C. § 12101, et. seq., and applicable federal regulations and standards as contained in the document “ADA Accessibility Requirements in CDOT Transportation

Projects”.

- b. Local Agency shall afford the State ample opportunity to review the Plans and shall make any changes in the Plans that are directed by the State to comply with FHWA requirements.
- c. Local Agency may enter into a contract with a Consultant to perform all or any portion of the Plans and/or construction administration. Provided, however, if federal-aid funds are involved in the cost of such Work to be done by such Consultant, such Consultant contract (and the performance provision of the Plans under the contract) must comply with all applicable requirements of 23 C.F.R. Part 172 and with any procedures implementing those requirements as provided by the State, including those in **Exhibit H**. If Local Agency enters into a contract with a Consultant for the Work:
 - 1) Local Agency shall submit a certification that procurement of any Consultant contract complies with the requirements of 23 C.F.R. 172.5(1) prior to entering into such Consultant contract, subject to the State’s approval. If not approved by the State, Local Agency shall not enter into such Consultant contract.
 - 2) Local Agency shall ensure that all changes in the Consultant contract have prior approval by the State and FHWA and that they are in writing. Immediately after the Consultant contract has been awarded, one copy of the executed Consultant contract and any amendments shall be submitted to the State.
 - 3) Local Agency shall require that all billings under the Consultant contract comply with the State’s standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.
 - 4) Local Agency (and any Consultant) shall comply with 23 C.F.R. 172.5(b) and (d) and use the CDOT procedures described in **Exhibit H** to administer the Consultant contract.
 - 5) Local Agency may expedite any CDOT approval of its procurement process and/or Consultant contract by submitting a letter to CDOT from Local Agency’s attorney/authorized representative certifying compliance with **Exhibit H** and 23 C.F.R. 172.5(b) and (d).
 - 6) Local Agency shall ensure that the Consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:
 - (a) The design work under this Agreement shall be compatible with the requirements of the contract between Local Agency and the State (which is incorporated herein by this reference) for the design/construction of the project. The State is an intended third-party beneficiary of this agreement for that purpose.
 - (b) Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.
 - (c) The consultant shall review the construction Contractor’s shop drawings for conformance with the contract documents and compliance with the provisions of the State’s publication, Standard Specifications for Road and Bridge Construction, in connection with this work.
 - (d) The State, in its sole discretion, may review construction plans, special provisions and estimates and may require Local Agency to make such changes therein as the State determines necessary to comply with State and FHWA requirements.

iii. Construction

If the Work includes construction, Local Agency shall perform the construction in accordance with the approved design plans and/or administer the construction in accordance with **Exhibit E**. Such administration shall include Work inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing construction Contractor claims; construction supervision; and meeting the quality control requirements of the FHWA/CDOT Stewardship Agreement, as described in **Exhibit E**.

- a. The State may, after providing written notice of the reason for the suspension to Local Agency, suspend the Work, wholly or in part, due to the failure of Local Agency or its Contractor to correct conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.
 - b. Local Agency shall be responsible for the following:
 - 1) Appointing a qualified professional engineer, licensed in the State of Colorado, as Local Agency Project Engineer (LAPE), to perform engineering administration. The LAPE shall administer the Work in accordance with this Agreement, the requirements of the construction contract and applicable State procedures, as defined in the CDOT Local Agency Manual (https://www.codot.gov/business/designsupport/bulletins_manuals/2006-local-agency-manual).
 - 2) For the construction Services, advertising the call for bids, following its approval by the State, and awarding the construction contract(s) to the lowest responsible bidder(s).
 - (a) All Local Agency's advertising and bid awards pursuant to this Agreement shall comply with applicable requirements of 23 U.S.C. §112 and 23 C.F.R. Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that Local Agency and its Contractor(s) incorporate Form 1273 (**Exhibit I**) in its entirety, verbatim, into any subcontract(s) for Services as terms and conditions thereof, as required by 23 C.F.R. 633.102(e).
 - (b) Local Agency may accept or reject the proposal of the apparent low bidder for Work on which competitive bids have been received. Local Agency must accept or reject such bids within 3 working days after they are publicly opened.
 - (c) If Local Agency accepts bids and makes awards that exceed the amount of available Agreement Funds, Local Agency shall provide the additional funds necessary to complete the Work or not award such bids.
 - (d) The requirements of **§6.A.iii.b.2** also apply to any advertising and bid awards made by the State.
 - (e) The State (and in some cases FHWA) must approve in advance all Force Account Construction, and Local Agency shall not initiate any such Services until the State issues a written Notice to Proceed.
- iv. Right of Way (ROW) and Acquisition/Relocation
- a. If Local Agency purchases a ROW for a State highway, including areas of influence, Local Agency shall convey the ROW to CDOT promptly upon the completion of the project/construction.
 - b. Any acquisition/relocation activities shall comply with all applicable federal and State statutes and regulations, including but not limited to, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, as amended (49 C.F.R. Part 24), CDOT's Right of Way Manual, and CDOT's Policy and Procedural Directives.
 - c. The Parties' respective responsibilities for ensuring compliance with acquisition, relocation and incidentals depend on the level of federal participation as detailed in CDOT's Right of Way Manual (located at <http://www.codot.gov/business/manuals/right-of-way>); however, the State always retains oversight responsibilities.
 - d. The Parties' respective responsibilities at each level of federal participation in CDOT's Right of Way Manual, and the State's reimbursement of Local Agency costs will be determined pursuant the following categories:
 - 1) Right of way acquisition (3111) for federal participation and non-participation;
 - 2) Relocation activities, if applicable (3109);
 - 3) Right of way incidentals, if applicable (expenses incidental to acquisition/relocation of right of way – 3114).

v. Utilities

If necessary, Local Agency shall be responsible for obtaining the proper clearance or approval from any utility company that may become involved in the Work. Prior to the Work being advertised for bids, Local Agency shall certify in writing to the State that all such clearances have been obtained.

vi. Railroads

If the Work involves modification of a railroad company's facilities and such modification will be accomplished by the railroad company, Local Agency shall make timely application to the Public Utilities Commission ("PUC") requesting its order providing for the installation of the proposed improvements. Local Agency shall not proceed with that part of the Work before obtaining the PUC's order. Local Agency shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 C.F.R. 646, subpart B, concerning federal-aid projects involving railroad facilities, and:

- a. Execute an agreement with the railroad company setting out what work is to be accomplished and the location(s) thereof, and which costs shall be eligible for federal participation.
- b. Obtain the railroad's detailed estimate of the cost of the Work.
- c. Establish future maintenance responsibilities for the proposed installation.
- d. Proscribe in the agreement the future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
- e. Establish future repair and/or replacement responsibilities, as between the railroad company and the Local Agency, in the event of accidental destruction or damage to the installation.

vii. Environmental Obligations

Local Agency shall perform all Work in accordance with the requirements of current federal and State environmental regulations, including the National Environmental Policy Act of 1969 (NEPA) as applicable.

viii. Maintenance Obligations

Local Agency shall maintain and operate the Work constructed under this Agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. Local Agency shall conduct such maintenance and operations in accordance with all applicable statutes, ordinances, and regulations pertaining to maintaining such improvements. The State and FHWA may make periodic inspections to verify that such improvements are being adequately maintained.

ix. Monitoring Obligations

Local Agency shall respond in a timely manner to and participate fully with the monitoring activities described in §7.F.vi.

B. State's Commitments

- i. The State will perform a final project inspection of the Work as a quality control/assurance activity. When all Work has been satisfactorily completed, the State will sign the FHWA Form 1212.
- ii. Notwithstanding any consents or approvals given by the State for the Plans, the State shall not be liable or responsible in any manner for the structural design, details or construction of any Work constituting major structures designed by, or that are the responsibility of, Local Agency, as identified in **Exhibit E**.

7. PAYMENTS

A. Maximum Amount

Payments to Local Agency are limited to the unpaid, obligated balance of the Agreement Funds set forth in **Exhibit C**. The State shall not pay Local Agency any amount under this Agreement that exceeds the Agreement Maximum set forth in **Exhibit C**.

B. Payment Procedures

- i. Invoices and Payment

- a. The State shall pay Local Agency in the amounts and in accordance with conditions set forth in **Exhibit C**.
- b. Local Agency shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Local Agency and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Local Agency shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

ii. Interest

Amounts not paid by the State within 45 days after the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 46th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Local Agency shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days interest to be paid and the interest rate.

iii. Payment Disputes

If Local Agency disputes any calculation, determination, or amount of any payment, Local Agency shall notify the State in writing of its dispute within 30 days following the earlier to occur of Local Agency's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Local Agency and may make changes to its determination based on this review. The calculation, determination, or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Local Agency beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Agreement Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Agreement Funds, the State's obligation to pay Local Agency shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Agreement Funds, and the State's liability for such payments shall be limited to the amount remaining of such Agreement Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §2.C

v. Erroneous Payments

The State may recover, at the State's discretion, payments made to Local Agency in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Local Agency. The State may recover such payments by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Local Agency, or by any other appropriate method for collecting debts owed to the State. The close out of a Federal Award does not affect the right of FHWA or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period (as

defined below in §9.A.).

C. Matching Funds

Local Agency shall provide matching funds as provided in §7.A. and Exhibit C. Local Agency shall have raised the full amount of matching funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Local Agency's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Local Agency and paid into Local Agency's treasury. Local Agency represents to the State that the amount designated "Local Agency Matching Funds" in Exhibit C has been legally appropriated for the purpose of this Agreement by its authorized representatives and paid into its treasury. Local Agency may evidence such obligation by an appropriate ordinance/resolution or other authority letter expressly authorizing Local Agency to enter into this Agreement and to expend its match share of the Work. A copy of any such ordinance/resolution or authority letter is attached hereto as Exhibit D. Local Agency does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Local Agency. Local Agency shall not pay or be liable for any claimed interest, late charges, fees, taxes, or penalties of any nature, except as required by Local Agency's laws or policies.

D. Reimbursement of Local Agency Costs

The State shall reimburse Local Agency's allowable costs, not exceeding the maximum total amount described in Exhibit C and §7. The applicable principles described in 2 C.F.R. Part 200 shall govern the State's obligation to reimburse all costs incurred by Local Agency and submitted to the State for reimbursement hereunder, and Local Agency shall comply with all such principles. The State shall reimburse Local Agency for the federal-aid share of properly documented costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and Exhibit C. Local Agency costs for Work performed prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Local Agency costs for Work performed after any Performance Period End Date for a respective phase of the Work, is not reimbursable. Allowable costs shall be:

- i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided.
- ii. Actual net cost to Local Agency (i.e. the price paid minus any items of value received by Local Agency that reduce the cost actually incurred).

E. Unilateral Modification of Agreement Funds Budget by State Option Letter

The State may, at its discretion, issue an "Option Letter" to Local Agency to add or modify Work phases in the Work schedule in Exhibit C if such modifications do not increase total budgeted Agreement Funds. Such Option Letters shall amend and update Exhibit C, Sections 2 or 4 of the Table, and sub-sections B and C of the Exhibit C. Option Letters shall not be deemed valid until signed by the State Controller or an authorized delegate. Modification of Exhibit C by unilateral Option Letter is permitted only in the specific scenarios listed below. The State will exercise such options by providing Local Agency a fully executed Option Letter, in a form substantially equivalent to Exhibit B. Such Option Letters will be incorporated into this Agreement.

i. Option to Begin a Phase and/or Increase or Decrease the Encumbrance Amount

The State may require by Option Letter that Local Agency begin a new Work phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous Work (but may not include Right of Way Acquisition/Relocation or Railroads) as detailed in Exhibit A. Such Option Letters may not modify the other terms and conditions stated in this Agreement, and must decrease the amount budgeted and encumbered for one or more other Work phases so that the total amount of budgeted Agreement Funds remains the same. The State may also issue a unilateral Option Letter to simultaneously increase and decrease the total encumbrance amount of two or more existing Work phases, as long as the total amount of budgeted Agreement Funds remains the same, replacing the original Agreement Funding exhibit (Exhibit C) with an updated Exhibit C-1 (with subsequent exhibits labeled C-2, C-3, etc.).

ii. Option to Transfer Funds from One Phase to Another Phase.

The State may require or permit Local Agency to transfer Agreement Funds from one Work phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another phase as a result of changes to State, federal, and local match funding. In such case, the original funding exhibit (**Exhibit C**) will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The Agreement Funds transferred from one Work phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency within thirty (30) days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iii. Option to Exercise Options i and ii.

The State may require Local Agency to add a Work phase as detailed in **Exhibit A**, and encumber and transfer Agreement Funds from one Work phase to another. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The addition of a Work phase and encumbrance and transfer of Agreement Funds are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency within 30 days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iv. Option to Update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. The State may update any information contained in **Exhibit C**, Sections 2 and 4 of the Table, and sub-sections B and C of the **Exhibit C**.

F. Accounting

Local Agency shall establish and maintain accounting systems in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme). Such accounting systems shall, at a minimum, provide as follows:

i. Local Agency Performing the Work

If Local Agency is performing the Work, it shall document all allowable costs, including any approved Services contributed by Local Agency or subcontractors, using payrolls, time records, invoices, contracts, vouchers, and other applicable records.

ii. Local Agency-Checks or Draws

Checks issued or draws made by Local Agency shall be made or drawn against properly signed vouchers detailing the purpose thereof. Local Agency shall keep on file all checks, payrolls, invoices, contracts, vouchers, orders, and other accounting documents in the office of Local Agency, clearly identified, readily accessible, and to the extent feasible, separate and apart from all other Work documents.

iii. State-Administrative Services

The State may perform any necessary administrative support services required hereunder. Local Agency shall reimburse the State for the costs of any such services from the budgeted Agreement Funds as provided for in **Exhibit C**. If FHWA Agreement Funds are or become unavailable, or if Local Agency terminates this Agreement prior to the Work being approved by the State or otherwise completed, then all actual incurred costs of such services and assistance provided by the State shall be reimbursed to the State by Local Agency at its sole expense.

iv. Local Agency-Invoices

Local Agency's invoices shall describe in detail the reimbursable costs incurred by Local Agency for which it seeks reimbursement, the dates such costs were incurred and the amounts thereof, and Local Agency shall not submit more than one invoice per month.

v. Invoicing Within 60 Days

The State shall not be liable to reimburse Local Agency for any costs invoiced more than 60 days after the date on which the costs were incurred, including costs included in Local Agency's final invoice. The State may withhold final payment to Local Agency at the State's sole discretion until completion of final audit. Any costs incurred by Local Agency that are not allowable under 2 C.F.R. Part 200 shall be Local Agency's responsibility, and the State will deduct such disallowed costs from any payments due to Local Agency. The State will not reimburse costs for Work performed after the Performance Period End Date for a respective Work phase. The State will not reimburse costs for Work performed prior to Performance Period End Date, but for which an invoice is received more than 60 days after the Performance Period End Date.

vi. Risk Assessment & Monitoring

Pursuant to 2 C.F.R. 200.331(b), – CDOT will evaluate Local Agency's risk of noncompliance with federal statutes, regulations, and terms and conditions of this Agreement. Local Agency shall complete a Risk Assessment Form (**Exhibit L**) when that may be requested by CDOT. The risk assessment is a quantitative and/or qualitative determination of the potential for Local Agency's non-compliance with the requirements of the Federal Award. The risk assessment will evaluate some or all of the following factors:

1. Experience: Factors associated with the experience and history of the Subrecipient with the same or similar Federal Awards or grants.
2. Monitoring/Audit: Factors associated with the results of the Subrecipient's previous audits or monitoring visits, including those performed by the Federal Awarding Agency, when the Subrecipient also receives direct federal funding. Include audit results if Subrecipient receives single audit, where the specific award being assessed was selected as a major program.
3. Operation: Factors associated with the significant aspects of the Subrecipient's operations, in which failure could impact the Subrecipient's ability to perform and account for the contracted goods or services.
4. Financial: Factors associated with the Subrecipient's financial stability and ability to comply with financial requirements of the Federal Award.
5. Internal Controls: Factors associated with safeguarding assets and resources, deterring and detecting errors, fraud and theft, ensuring accuracy and completeness of accounting data, producing reliable and timely financial and management information, and ensuring adherence to its policies and plans.
6. Impact: Factors associated with the potential impact of a Subrecipient's non-compliance to the overall success of the program objectives.
7. Program Management: Factors associated with processes to manage critical personnel, approved written procedures, and knowledge of rules and regulations regarding federal-aid projects.

Following Local Agency's completion of the Risk Assessment Tool (**Exhibit L**), CDOT will determine the level of monitoring it will apply to Local Agency's performance of the Work. This risk assessment may be re-evaluated after CDOT begins performing monitoring activities.

G. Close Out

Local Agency shall close out this Award within 90 days after the Final Phase Performance End Date. Close out requires Local Agency's submission to the State of all deliverables defined in this Agreement, and Local Agency's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If FHWA has not closed this Federal Award within 1 year and 90 days after the Final Phase Performance End Date due to Local Agency's failure to submit required documentation, then Local Agency may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

8. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to §19 or pursuant to any exhibit, for any contract having a term longer than 3 months, Local Agency shall submit, on a quarterly basis, a written report specifying

progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five (5) Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Local Agency is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Local Agency's ability to perform its obligations under this Agreement, Local Agency shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in §16.

C. Performance and Final Status

Local Agency shall submit all financial, performance and other reports to the State no later than 60 calendar days after the Final Phase Performance End Date or sooner termination of this Agreement, containing an Evaluation of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

D. Violations Reporting

Local Agency must disclose, in a timely manner, in writing to the State and FHWA, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. Penalties for noncompliance may include suspension or debarment (2 CFR Part 180 and 31 U.S.C. 3321).

9. LOCAL AGENCY RECORDS

A. Maintenance

Local Agency shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Local Agency shall maintain such records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Local Agency in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Local Agency shall permit the State to audit, inspect, examine, excerpt, copy, and transcribe Local Agency Records during the Record Retention Period. Local Agency shall make Local Agency Records available during normal business hours at Local Agency's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 2 Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Local Agency's performance of its obligations under this Agreement using procedures as determined by the State. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work.

D. Final Audit Report

Local Agency shall promptly submit to the State a copy of any final audit report of an audit performed on Local Agency's records that relates to or affects this Agreement or the Work, whether the audit is

conducted by Local Agency or a third party.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Local Agency shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Local Agency for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Local Agency under CORA. Local Agency shall not, without prior written approval of the State, use for Local Agency's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Agreement. Local Agency shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Local Agency may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Local Agency shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Agreement, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Local Agency shall provide copies of those signed nondisclosure agreements to the State upon request.

C. Use, Security, and Retention

Local Agency shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Local Agency shall provide the State with access, subject to Local Agency's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Local Agency shall return State Records provided to Local Agency or destroy such State Records and certify to the State that it has done so, as directed by the State. If Local Agency is prevented by law or regulation from returning or destroying State Confidential Information, Local Agency warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Local Agency becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Local Agency can establish that none of Local Agency or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Local Agency shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Local Agency shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

11. CONFLICT OF INTEREST

A. Actual Conflicts of Interest

Local Agency shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Local Agency under this Agreement. Such a conflict of interest would arise when a Local Agency or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement. Officers, employees and agents of Local Agency may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts.

B. Apparent Conflicts of Interest

Local Agency acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Local Agency shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Local Agency's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Local Agency is uncertain whether a conflict or the appearance of a conflict has arisen, Local Agency shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

12. INSURANCE

Local Agency shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies with an AM Best rating of A-VIII or better.

A. Local Agency Insurance

Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Local Agency shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Local Agency shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Local Agency or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- a. \$1,000,000 each occurrence;
- b. \$1,000,000 general aggregate;
- c. \$1,000,000 products and completed operations aggregate; and
- d. \$50,000 any 1 fire.

iii. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
 - b. \$2,000,000 general aggregate.
- v. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
 - b. \$1,000,000 general aggregate.
- vi. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

C. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Local Agency and Subcontractors. In the event of cancellation of any commercial general liability policy, the carrier shall provide at least 10 days prior written notice to CDOT.

D. Primacy of Coverage

Coverage required of Local Agency and each Subcontractor shall be primary over any insurance or self-insurance program carried by Local Agency or the State.

E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Local Agency and Local Agency shall forward such notice to the State in accordance with §16 within 7 days of Local Agency's receipt of such notice.

F. Subrogation Waiver

All commercial insurance policies secured or maintained by Local Agency or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Local Agency or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

G. Certificates

For each commercial insurance plan provided by Local Agency under this Agreement, Local Agency shall provide to the State certificates evidencing Local Agency's insurance coverage required in this Agreement within 7 Business Days following the Effective Date. Local Agency shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within 7 Business Days following the Effective Date, except that, if Local Agency's subcontract is not in effect as of the Effective Date, Local Agency shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within 7 Business Days following Local Agency's execution of the subcontract. No later than 15 days before the expiration date of Local Agency's or any Subcontractor's coverage, Local Agency shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Local Agency shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §12.

13. BREACH

A. Defined

The failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Local Agency, or the appointment of a receiver or similar officer for Local Agency or any of its property, which is not vacated or fully

stayed within 30 days after the institution of such proceeding, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §14 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in the Agreement in order to protect the public interest of the State.

14. REMEDIES

A. State's Remedies

If Local Agency is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §13.B, shall have all of the remedies listed in this §14.A. in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Local Agency's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Local Agency shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Local Agency shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Local Agency shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Local Agency shall assign to the State all of Local Agency's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Local Agency shall take timely, reasonable and necessary action to protect and preserve property in the possession of Local Agency but in which the State has an interest. At the State's request, Local Agency shall return materials owned by the State in Local Agency's possession at the time of any termination. Local Agency shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Local Agency for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Local Agency was not in breach or that Local Agency's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §2.C.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Local Agency shall remain liable to the State for any damages sustained by the State in connection with any breach by Local Agency, and the State may withhold payment to Local Agency for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Local Agency is determined. The State may withhold any amount that may be due Local Agency as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Local Agency's performance with respect to all or any portion of the Work pending

corrective action as specified by the State without entitling Local Agency to an adjustment in price or cost or an adjustment in the performance schedule. Local Agency shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Local Agency after the suspension of performance.

b. Withhold Payment

Withhold payment to Local Agency until Local Agency corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Local Agency's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal from the Work of any of Local Agency's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes a patent, copyright, trademark, trade secret, or other intellectual property right, Local Agency shall, as approved by the State (a) secure that right to use such Work for the State or Local Agency; (b) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (c) remove any infringing Work and refund the amount paid for such Work to the State.

B. Local Agency's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Local Agency, following the notice and cure period in §13.B and the dispute resolution process in §15 shall have all remedies available at law and equity.

15. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Local Agency for resolution.

B. Resolution of Controversies

If the initial resolution described in §15.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDOT as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

16. NOTICES AND REPRESENTATIVES

Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (i) by hand with receipt required, (ii) by certified or registered mail to such Party's principal representative at the address set forth below or (iii) as an email with read receipt requested to the principal representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative

contact information by notice submitted in accordance with this §16 without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

For the State

Colorado Department of Transportation (CDOT)
Mike Curtis, Project Manager
CDOT R3 Traffic
222 South 6th St., Rm 100
Grand Junction, CO 81501
970-683-6277
michael.curtis@state.co.us

For the Local Agency

CITY OF GRAND JUNCTION
Trent Prall, City of Grand Junction Public Works
250 NORTH 5TH STREET
GRAND JUNCTION, CO 81501
970-256-4047
trentonp@gjcity.org

17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Local Agency is under contract with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Local Agency hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Local Agency cannot make any of the assignments required by this section, Local Agency hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Local Agency grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Local Agency that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives, or other documents, drawings, models, materials, data, and information shall be the exclusive property of the State (collectively, "State Materials"). Local Agency shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Local Agency's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Local Agency shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Local Agency under this Agreement is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §19 shall apply. Local Agency agrees to be governed by and comply with the provisions of §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Local Agency's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

20. GENERAL PROVISIONS

A. Assignment

Local Agency's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Local Agency's rights and obligations approved by the State shall be subject to the provisions of this Agreement

B. Subcontracts

Local Agency shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Local Agency shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Local Agency in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in §20.A. all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be

deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Jurisdiction and Venue

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than contract amendments, shall conform to the policies promulgated by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. Order of Precedence

In the event of a conflict or inconsistency between this Agreement and any exhibits or attachment such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions in the main body of this Agreement.
- ii. The provisions of the other sections of the main body of this Agreement.
- iii. **Exhibit A**, Statement of Work.
- iv. **Exhibit D**, Local Agency Resolution.
- v. **Exhibit C**, Funding Provisions.
- vi. **Exhibit B**, Sample Option Letter.
- vii. **Exhibit E**, Local Agency Contract Administration Checklist.
- viii. Other exhibits in descending order of their attachment.

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of the Agreement.

M. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.* C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Local

Agency. Local Agency shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Local Agency may wish to have in place in connection with this Agreement.

N. **Third Party Beneficiaries**

Except for the Parties' respective successors and assigns described in **§20.C**, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

O. **Waiver**

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

P. **CORA Disclosure**

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-103.5-101 C.R.S., if any, are subject to public release through the CORA.

Q. **Standard and Manner of Performance**

Local Agency shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Local Agency's industry, trade, or profession.

R. **Licenses, Permits, and Other Authorizations.**

Local Agency shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

21. COLORADO SPECIAL PROVISIONS

These Special Provisions apply to all contracts except where noted in italics.

A. **CONTROLLER'S APPROVAL. §24-30-202(1), C.R.S.**

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee.

B. **FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. **GOVERNMENTAL IMMUNITY.**

No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, §24-10-101 *et seq.* C.R.S., or the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b).

D. **INDEPENDENT CONTRACTOR**

Local Agency shall perform its duties hereunder as an independent contractor and not as an employee. Neither Local Agency nor any agent or employee of Local Agency shall be deemed to be an agent or employee of the State. Local Agency and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Local Agency or any of its agents or employees. Unemployment insurance benefits will be available to Local Agency and its employees and agents only if such coverage is made available by Local Agency or a third party. Local Agency shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Local Agency shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Local Agency shall (i) provide and keep in force workers'

- compensation and unemployment compensation insurance in the amounts required by law, **(ii)** provide proof thereof when requested by the State, and **(iii)** be solely responsible for its acts and those of its employees and agents.
- E. COMPLIANCE WITH LAW.**
- Local Agency shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
- F. CHOICE OF LAW.**
- Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.
- G. BINDING ARBITRATION PROHIBITED.**
- The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Agreement or incorporated herein by reference shall be null and void.
- H. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.**
- State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Local Agency hereby certifies and warrants that, during the term of this Agreement and any extensions, Local Agency has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Local Agency is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.
- I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.**
- The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Local Agency has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Local Agency's services and Local Agency shall not employ any person having such known interests.

22. FEDERAL REQUIREMENTS

Local Agency and/or their contractors, subcontractors, and consultants shall at all times during the execution of this Agreement strictly adhere to, and comply with, all applicable federal and State laws, and their implementing regulations, as they currently exist and may hereafter be amended. A summary of applicable federal provisions are attached hereto as **Exhibit F, Exhibit I, Exhibit J, Exhibit K and Exhibit M** are hereby incorporated by this reference.

23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Local Agency will comply with all requirements of **Exhibit G** and Local Agency Contract Administration Checklist regarding DBE requirements for the Work, except that if Local Agency desires to use its own DBE program to implement and administer the DBE provisions of 49 C.F.R. Part 26 under this Agreement, it must submit a copy of its program's requirements to the State for review and approval before the execution of this Agreement. If Local Agency uses any State- approved DBE program for this Agreement, Local Agency shall be solely responsible to defend that DBE program and its use of that program against all legal and other challenges or complaints, at its sole cost and expense. Such responsibility includes, without limitation, determinations concerning DBE eligibility requirements and certification, adequate legal and factual bases for DBE goals and good faith efforts. State approval (if provided) of Local Agency's DBE program does not waive or modify the sole responsibility of Local Agency for use of its program.

24. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of CDOT. In connection with any appeal proceeding under this clause, Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Local Agency shall proceed diligently with the performance of this Agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals shall be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT A, STATEMENT OF WORK

Scope of Work City of Grand Junction Horizon Drive Crosswalks

This safety improvement is on Horizon Drive between the intersection with G Road and the I-70 Interchange Exit 32. Crosswalks are needed at this location for pedestrians because signalized intersections are far apart yet there are restaurants and motels along both sides of Horizon Drive with no safe place to cross.

Three crosswalks with short sections of median upstream and downstream will be designed between the intersection with G Road and the I-70 Interchange Exit 32 per the attached drawing. The design will be by the City of Grand Junction Engineering.

The design will follow the CDOT review process and clearances. The City of Grand Junction will advertise the project and will be reimbursed for construction costs only (\$250,000 with 10% local match-City of Grand Junction). Please note that \$250,000 is the total construction funding not the estimated total construction cost.

EXHIBIT B, SAMPLE OPTION LETTER

State Agency Department of Transportation		Option Letter Number ZOPTLETNUM
Local Agency ZVENDORNAME		Agreement Routing Number ZSMARTNO
Agreement Maximum Amount		
Initial term		
State Fiscal Year ZFYY_1	\$ ZFYA_1	
Extension terms		
State Fiscal Year ZFYY_2	\$ ZFYA_2	Agreement Effective Date
State Fiscal Year ZFYY_3	\$ ZFYA_3	The later of the effective date or ZSTARTDATEX
State Fiscal Year ZFYY_4	\$ ZFYA_4	
State Fiscal Year ZFYY_5	\$ ZFYA_5	Current Agreement Expiration Date
Total for all state fiscal years	\$ ZPERSVC_MAX _AMOUNT	ZTERMDATEX

1. OPTIONS:

- A. Option to extend for an Extension Term
- B. Option to unilaterally authorize the Local Agency to begin a phase which may include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous ONLY (does not apply to Acquisition/Relocation or Railroads) and to update encumbrance amounts(a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).
- C. Option to unilaterally transfer funds from one phase to another phase (a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).
- D. Option to unilaterally do both A and B (a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).
- E. Option to update a Phase Performance Period and/or Modify OMB Uniform Guidance Information.

2. REQUIRED PROVISIONS:

Option A

In accordance with Section 2, C of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning on (*insert date*) and ending on the current contract expiration date shown above, under the same funding provisions stated in the Original Contract Exhibit C, as amended.

Option B

In accordance with Section 7, E of the Original Agreement referenced above, the State hereby exercises its option to authorize the Local Agency to begin a phase that will include (*describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*) and to encumber previously budgeted funds for the phase based upon changes in funding availability and authorization. The encumbrance for (*Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*) is (*insert dollars here*). A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. (*The following is a NOTE only, please delete when using this option. Future changes for this option for Exhibit C shall be labeled as follows: C-2, C-3, C-4, etc.*).

Option C

In accordance with Section 7, E of the Original Agreement referenced above, the State hereby exercises its option to authorize the Local Agency to transfer funds from (*describe phase from which funds will be moved*) to (*describe phase to*

which funds will be moved) based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option D

In accordance with Section 7, E of the Original Agreement referenced above, the State hereby exerises its option to authorize the Local Agency to begin a phase that will include (*describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*); 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from (*describe phase from which funds will be moved*) to (*describe phase to which funds will be moved*) based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

(The following language must be included on ALL options):

The Agreement Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

Option E

In accordance with Section 7, E of the Original Agreement referenced above, the State hereby exerises its option to authorize the Local Agency to update a Phase Performance Period and/or Modify OMB Uniform Guidance Information. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

3. OPTION EFFECTIVE DATE:

The effective date of this option letter is upon approval of the State Controller or delegate.

APPROVALS:

State of Colorado:

John W. Hickenlooper, Governor

By: _____ Date: _____

Executive Director, Colorado Department of Transportation

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

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

**State Controller
Robert Jaros, CPA, MBA, JD**

By: _____

Date: _____

EXHIBIT C – FUNDING PROVISIONS

SHO M555-033 (22497)

A. Cost of Work Estimate

The Local Agency has estimated the total cost the Work to be \$250,000.00 , which is to be funded as follows:

1. BUDGETED FUNDS				
a. Federal Funds (90.00% of Participating Costs)				\$225,000.00
b. Local Agency Matching Funds (10.00% of Participating Costs)				\$25,000.00
TOTAL BUDGETED FUNDS				\$250,000.00
2. OMB UNIFORM GUIDANCE				
a. Federal Award Identification Number (FAIN):				TBD
b. Federal Award Date (also Phase Performance Start Date):				See Below
c. Amount of Federal Funds Obligated:				\$0.00
d. Total Amount of Federal Award:				\$225,000.00
e. Name of Federal Awarding Agency:				FHWA
f. CFDA Number				CFDA 20.205
g. Is the Award for R&D?				No
h. Indirect Cost Rate (if applicable)				N/A
3. ESTIMATED PAYMENT TO LOCAL AGENCY				
a. Federal Funds Budgeted				\$225,000.00
b. Less Estimated Federal Share of CDOT-Incurred Costs				\$0.00
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY				\$225,000.00
4. FOR CDOT ENCUMBRANCE PURPOSES				
a. Total Encumbrance Amount				\$250,000.00
b. Less ROW Acquisition 3111 and/or ROW Relocation 3109				\$0.00
Net to be encumbered as follows:				\$250,000.00
<i>Note: No phase funds are currently not available. Funds will become available after federal authorization and execution of an Option Letter (Exhibit B) or formal Amendment.</i>				
WBS Element <<<<<>>>>	Performance Period Start*/End Date /	Design	3020	\$0.00
WBS Element 22497.20.10	Performance Period Start*/End Date Date TBD / TBD	Const.	3301	\$ 0.00

***The Local Agency should not begin work until all three of the following are in place: 1) Phase Performance Period Start Date; 2) the execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed before these three milestones are achieved will not be reimbursable.**

B. Matching Funds

The matching ratio for the federal participating funds for this Work is 90.00% federal-aid funds to 10.00% Local Agency funds, it being understood that such ratio applies only to the \$250,000.00 that is eligible for federal participation, it being further understood that all non-participating costs are borne by the Local Agency at 100%. If the total participating cost of performance of the Work exceeds \$250,000.00, and additional federal funds are made available for the Work, the Local Agency shall pay 10.00% of all such costs eligible for federal participation and 100% of all non-participating costs; if additional federal funds are not made available, the Local Agency shall pay all such excess costs. If the total participating cost of performance of the Work is less than \$250,000.00, then the amounts of Local Agency and federal-aid funds will be decreased in accordance with the funding ratio described herein. The performance of the Work shall be at no cost to the State.

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be \$225,000.00 (for CDOT accounting purposes, the federal funds of \$225,000.00 and the Local Agency matching funds of \$25,000.00 will be encumbered for a total encumbrance of \$250,000.00), unless such amount is increased by an appropriate written modification to this Agreement executed before any increased cost is incurred. It is understood and agreed by the parties hereto that the total cost of the Work stated hereinbefore is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that such cost is subject to revisions (in accord with the procedure in the previous sentence) agreeable to the parties prior to bid and award.

The maximum amount payable shall be reduced without amendment when the actual amount of the Local Agency's awarded contract is less than the budgeted total of the federal participating funds and the Local Agency matching funds. The maximum amount payable shall be reduced through the execution of an Option Letter as described in Section 7. E. of this contract.

Single Audit Act Amendment

All state and local government and non-profit organizations receiving more than \$750,000 from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements) see also, 49 C.F.R. 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

- i. Expenditure less than \$750,000**
If the Local Agency expends less than \$750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.
- ii. Expenditure of \$750,000 or more-Highway Funds Only**
If the Local Agency expends \$750,000 or more, in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.
- iii. Expenditure of \$750,000 or more-Multiple Funding Sources**
If the Local Agency expends \$750,000 or more in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.
- iv. Independent CPA**
Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

EXHIBIT D, LOCAL AGENCY RESOLUTION

NOT APPLICABLE

LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST

The following checklist (CDOT 1243) has been developed to ensure that all required aspects of a project approved for Federal funding have been addressed and a responsible party assigned for each task.

After a project has been approved for Federal funding in the Statewide Transportation Improvement Program, the Colorado Department of Transportation (CDOT) Project Manager, Local Agency Project Manager, and CDOT Resident Engineer prepare the checklist. It becomes a part of the contractual agreement between the Local Agency and CDOT. The CDOT Agreements Unit will not process a Local Agency Agreement without this completed checklist. It will be reviewed at the Final Office Review meeting to ensure that all parties remain in agreement as to who is responsible for performing individual tasks.

COLORADO DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST

Project No. SHO M555-033	STIP No.	Project Code 22497	Region 3
Project Location Grand Junction Horizon Drive G Rd Intersection to south of I-70 Exit 32			Date 2/06/2018
Project Description Grand Junction Horizon Drive Crosswalks			
Local Agency Grand Junction	Local Agency Project Manager Trent Prall		
CDOT Resident Engineer Sean Yeates	CDOT Project Manager Mike Curtis		

INSTRUCTIONS:

This checklist shall be used to establish the contractual administrative responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency Agreement. Section numbers (NO.) correspond to the applicable chapters of the *CDOT Local Agency Desk Reference*. LAWR numbers correspond to the applicable flowchart in the Local Agency Web Resource.

The checklist shall be prepared by placing an X under the responsible party, opposite each of the tasks. The X denotes the party responsible for initiating and executing the task. Only one responsible party should be selected. When neither CDOT nor the Local Agency is responsible for a task, not applicable (NA) shall be noted. In addition, # will denote that CDOT must concur or approve.

Tasks that will be performed by Headquarters staff are indicated with an X in the CDOT column under Responsible Party. The Regions, in accordance with established policies and procedures, will determine who will perform all other tasks that are the responsibility of CDOT.

The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist.

Note:
Failure to comply with applicable Federal and State requirements may result in the loss of Federal or State participation in funding.

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
TIP / STIP AND LONG-RANGE PLANS				
	2.1	Review Project to ensure it is consistent with STIP and amendments thereto		X
FEDERAL FUNDING OBLIGATION AND AUTHORIZATION				
	4.1	Authorize funding by phases (CDOT Form 418 - Federal-aid Program Data. Requires FHWA concurrence/involvement)		X
PROJECT DEVELOPMENT				
1	5.1	Prepare Design Data - CDOT Form 463	X	
	5.2	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)		X
2	5.3	Conduct Consultant Selection/Execute Consultant Agreement <ul style="list-style-type: none"> • Project Development • Construction Contract Administration (including Fabrication Inspection Services) 	X	
3,3A	5.4	Conduct Design Scoping Review Meeting	X	
3,6	5.5	Conduct Public Involvement	X	
3	5.6	Conduct Field Inspection Review (FIR)	X	

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
4	5.7	Conduct Environmental Processes (may require FHWA concurrence/involvement)	X	
5	5.8	Acquire Right-of-Way (may require FHWA concurrence/involvement)	X	
3	5.9	Obtain Utility and Railroad Agreements	X	
3	5.10	Conduct Final Office Review (FOR)	X	
3A	5.11	Justify Force Account Work by the Local Agency	X	
3B	5.12	Justify Proprietary, Sole Source, or Local Agency Furnished Items	X	
3	5.13	Document Design Exceptions - CDOT Form 464	X	
3	5.14	Prepare Plans, Specifications, Construction Cost Estimates and Submittals	X	
	5.15	Ensure Authorization of Funds for Construction		X
PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE				
3	6.1	Set Disadvantaged Business Enterprise (DBE) Goals for Consultant and Construction Contracts (CDOT Region EEO/Civil Rights Specialist).		X
	6.2	Determine Applicability of Davis-Bacon Act This project <input type="checkbox"/> is <input checked="" type="checkbox"/> is not exempt from Davis-Bacon requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.) Sean Yeates _____ 2/06/2018 CDOT Resident Engineer (Signature on File) Date		X
	6.3	Set On-the-Job Training Goals (CDOT Region EEO/Civil Rights Specialist)		X
3	6.4	Title VI Assurances		
6,7		Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)		X
ADVERTISE, BID AND AWARD of CONSTRUCTION PROJECTS				
6,7	7.1	Obtain Approval for Advertisement Period of Less Than Three Weeks	X	
7	7.2	Advertise for Bids	X	
7	7.3	Distribute "Advertisement Set" of Plans and Specifications	X	
7	7.4	Review Worksite and Plan Details with Prospective Bidders While Project Is Under Advertisement	X	
7	7.5	Open Bids	X	
7	7.6	Process Bids for Compliance		
		Check CDOT Form 1415 – Commitment Confirmation when the low bidder meets DBE goals		X
		Evaluate CDOT Form 1416 - Good Faith Effort Report and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals		X
		Submit required documentation for CDOT award concurrence		
	7.7	Concurrence from CDOT to Award		X
	7.8	Approve Rejection of Low Bidder		X
7,8	7.9	Award Contract	X	
8	7.10	Provide "Award" and "Record" Sets of Plans and Specifications	X	
CONSTRUCTION MANAGEMENT				
8	8.1	Issue Notice to Proceed to the Contractor	X	
8	8.2	Project Safety	X	
8	8.3	Conduct Conferences:	X	
		Pre-construction Conference (Appendix B) • Fabrication Inspection Notifications	X	
		Pre-survey • Construction staking • Monumentation	X	
		Partnering (Optional)	X	
		Structural Concrete Pre-Pour (Agenda is in <i>CDOT Construction Manual</i>)	X	
		Concrete Pavement Pre-Paving (Agenda is in <i>CDOT Construction Manual</i>)	X	

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
		HMA Pre-Paving (Agenda is in <i>CDOT Construction Manual</i>)	X	
8	8.4	Develop and distribute Public Notice of Planned Construction to media and local residents	X	
9	8.5	Supervise Construction		
		A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision." Trent Prall _____ 970- 256-4047 Local Agency Professional Engineer or CDOT Resident Engineer Phone number	X	
		Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications	X	
		Construction inspection and documentation	X	
		Fabrication Inspection and documentation	X	
9	8.6	Approve Shop Drawings	X	
9	8.7	Perform Traffic Control Inspections	X	
9	8.8	Perform Construction Surveying	X	
9	8.9	Monument Right-of-Way	X	
9,9A	8.10	Prepare and Approve Interim and Final Contractor Pay Estimates. Collect and review CDOT Form 1418 (or equivalent) Provide the name and phone number of the person authorized for this task. Trent Prall _____ 970-256-4047 Local Agency Representative Phone number		
9	8.11	Prepare and Approve Interim and Final Utility and Railroad Billings	X	
9B	8.12	Prepare and Authorize Change Orders	X	
9B	8.13	Submit Change Order Package to CDOT	X	
9A	8.14	Prepare Local Agency Reimbursement Requests	X	
9	8.15	Monitor Project Financial Status	X	
9	8.16	Prepare and Submit Monthly Progress Reports	X	
9	8.17	Resolve Contractor Claims and Disputes	X	
	8.18	Conduct Routine and Random Project Reviews Provide the name and phone number of the person responsible for this task. Sean Yeates _____ 970-683-6276 CDOT Resident Engineer Phone number		X
9	8.19	Ongoing Oversight of DBE Participation	X	
MATERIALS				
9,9C	9.1	Discuss Materials at Pre-Construction Meeting • Buy America documentation required prior to installation of steel	X	
9,9C	9.2	Complete CDOT Form 250 - Materials Documentation Record • Generate form, which includes determining the minimum number of required tests and applicable material submittals for all materials placed on the project • Update the form as work progresses • Complete and distribute form after work is completed	X X X	X
9C	9.3	Perform Project Acceptance Samples and Tests	X	
9C	9.4	Perform Laboratory Verification Tests	X	
9C	9.5	Accept Manufactured Products Inspection of structural components: • Fabrication of structural steel and pre-stressed concrete structural components • Bridge modular expansion devices (0" to 6" or greater) • Fabrication of bearing devices	X X X	

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
9C	9.6	Approve Sources of Materials	X	
9C	9.7	Independent Assurance Testing (IAT), Local Agency Procedures <input type="checkbox"/> CDOT Procedures <input checked="" type="checkbox"/> <ul style="list-style-type: none"> • Generate IAT schedule • Schedule and provide notification • Conduct IAT 	X	X
9C	9.8	Approve mix designs <ul style="list-style-type: none"> • Concrete • Hot mix asphalt 		X
9C	9.9	Check Final Materials Documentation	X	
9C	9.10	Complete and Distribute Final Materials Documentation	X	
CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE				
9	10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements	X	
8,9	10.2	Process CDOT Form 205 - Sublet Permit Application Review and sign completed CDOT Form 205 for each subcontractor, and submit to EEO/Civil Rights Specialist	X	
9	10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	X	
9	10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" Requirements	X	
9	10.5	Conduct Interviews When Project Utilizes On-the-Job Trainees. <ul style="list-style-type: none"> • Complete CDOT Form 1337 – Contractor Commitment to Meet OJT Requirements. • Complete CDOT Form 838 – OJT Trainee / Apprentice Record. • Complete CDOT Form 200 - OJT Training Questionnaire 	X X X	
9	10.6	Check Certified Payrolls (Contact the Region EEO/Civil Rights Specialists for training requirements.)	X	
9	10.7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report	X	
FINALS				
	11.1	Conduct Final Project Inspection. Complete and submit CDOT Form 1212 - Final Acceptance Report (Resident Engineer with mandatory Local Agency participation.)		X
10	11.2	Write Final Project Acceptance Letter	X	
10	11.3	Advertise for Final Settlement	X	
11	11.4	Prepare and Distribute Final As-Constructed Plans	X	
11	11.5	Prepare EEO Certification and Collect EEO Forms	X	
11	11.6	Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications	X	
11	11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)	X	
11	11.8	Obtain CDOT Form 1419 from the Contractor and Submit to the CDOT Project Manager	X	
	11.9	(FHWA Form 47 discontinued)		
	11.10	Complete and Submit CDOT Form 1212 – Final Acceptance Report (by CDOT)		X
11	11.11	Process Final Payment	X	
	11.12	Complete and Submit CDOT Form 950 - Project Closure		X
11	11.13	Retain Project Records for Three Years from Date of Project Closure	X	
11	11.14	Retain Final Version of Local Agency Contract Administration Checklist	X	

cc: CDOT Resident Engineer/Project Manager
CDOT Region Program Engineer
CDOT Region EEO/Civil Rights Specialist

CDOT Region Materials Engineer
CDOT Contracts and Market Analysis Branch
Local Agency Project Manager

EXHIBIT F, CERTIFICATION FOR FEDERAL-AID CONTRACTS

The Local Agency certifies, by signing this Agreement, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, Agreement, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of Congress, or an employee of a Member of Congress in connection with this Federal contract, Agreement, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agree by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

EXHIBIT G, DISADVANTAGED BUSINESS ENTERPRISE

SECTION 1. Policy.

It is the policy of the Colorado Department of Transportation (CDOT) that disadvantaged business enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement, pursuant to 49 CFR Part 26. Consequently, the 49 CFR Part IE DBE requirements the Colorado Department of Transportation DBE Program (or a Local Agency DBE Program approved in advance by the State) apply to this agreement.

SECTION 2. DBE Obligation.

The recipient or its the Local Agency agrees to ensure that disadvantaged business enterprises as determined by the Office of Certification at the Colorado Department of Regulatory Agencies have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all participants or contractors shall take all necessary and reasonable steps in accordance with the CDOT DBE program (or a Local Agency DBE Program approved in advance by the State) to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of CDOT assisted contracts.

SECTION 3 DBE Program.

The Local Agency (sub-recipient) shall be responsible for obtaining the Disadvantaged Business Enterprise Program of the Colorado Department of Transportation, 1988, as amended, and shall comply with the applicable provisions of the program. (If applicable).

A copy of the DBE Program is available from and will be mailed to the Local Agency upon request:

Business Programs Office

Colorado Department of Transportation

4201 East Arkansas Avenue, Room 287

Denver, Colorado 80222-3400

Phone: (303) 757-9234

REVISED 1/22/98

REQUIRED BY 49 CFR PART 26

EXHIBIT H, LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES

Title 23 Code of Federal Regulations (CFR) 172 applies to a federally funded local agency project agreement administered by CDOT that involves professional consultant services. 23 CFR 172.1 states "The policies and procedures involve federally funded contracts for engineering and design related services for projects subject to the provisions of 23 U.S.C. 112(a) and are issued to ensure that a qualified consultant is obtained through an equitable selection process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost" and according to 23 CFR 172.5 "Price shall not be used as a factor in the analysis and selection phase." Therefore, local agencies must comply with these CFR requirements when obtaining professional consultant services under a federally funded consultant contract administered by CDOT.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related operations guidebook titled "Obtaining Professional Consultant Services". This directive and guidebook incorporate requirements from both Federal and State regulations, i.e., 23 CFR 172 and CRS §24-30-1401 et seq. Copies of the directive and the guidebook may be obtained upon request from CDOT's Agreements and Consultant Management Unit. [Local agencies should have their own written procedures on file for each method of procurement that addresses the items in 23 CFR 172].

Because the procedures and laws described in the Procedural Directive and the guidebook are quite lengthy, the subsequent steps serve as a short-hand guide to CDOT procedures that a local agency must follow in obtaining professional consultant services. This guidance follows the format of 23 CFR 172. The steps are:

1. The contracting local agency shall document the need for obtaining professional services.
2. Prior to solicitation for consultant services, the contracting local agency shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in C.R.S. 24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.
3. The contracting agency must advertise for contracts in conformity with the requirements of C.R.S. 24-30-1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.
4. The request for consultant services should include the scope of work, the evaluation factors and their relative importance, the method of payment, and the goal of 10% for Disadvantaged Business Enterprise (DBE) participation as a minimum for the project.
5. The analysis and selection of the consultants shall be done in accordance with CRS §24-30-1403. This section of the regulation identifies the criteria to be used in the evaluation of CDOT pre-qualified prime consultants and their team. It also shows which criteria are used to short-list and to make a final selection.

The short-list is based on the following evaluation factors:

- a. Qualifications,
- b. Approach to the Work,
- c. Ability to furnish professional services.

- d. Anticipated design concepts, and
- e. Alternative methods of approach for furnishing the professional services.

Evaluation factors for final selection are the consultant's:

- a. Abilities of their personnel,
 - b. Past performance,
 - c. Willingness to meet the time and budget requirement,
 - d. Location,
 - e. Current and projected work load,
 - f. Volume of previously awarded contracts, and
 - g. Involvement of minority consultants.
6. Once a consultant is selected, the local agency enters into negotiations with the consultant to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for contracts expected to be greater than \$50,000. Federal reimbursements for costs are limited to those costs allowable under the cost principles of 48 CFR 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profit is in the range of six to 15 percent of the total direct and indirect costs.
7. A qualified local agency employee shall be responsible and in charge of the Work to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the contract. At the end of Work, the local agency prepares a performance evaluation (a CDOT form is available) on the consultant.

CRS §§24-30-1401 THROUGH 24-30-1408, 23 CFR PART 172, AND P.D. 400.1, PROVIDE ADDITIONAL DETAILS FOR COMPLYING WITH THE PRECEEDING EIGHT (8) STEPS.

EXHIBIT I, FEDERAL-AID CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Sub-contractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project.

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT J, ADDITIONAL FEDERAL REQUIREMENTS

Federal laws and regulations that may be applicable to the Work include:

Executive Order 11246

Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of \$10,000 by the Local Agencies and their contractors or the Local Agencies).

Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-Agreements for construction or repair).

Davis-Bacon Act

The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of \$2,000 awarded by the Local Agencies and the Local Agencies when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

Contract Work Hours and Safety Standards Act

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

Clear Air Act

Standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts in excess of \$100,000).

Energy Policy and Conservation Act

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

OMB Circulars

Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.

Hatch Act

The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

Nondiscrimination

42 USC 6101 et seq. 42 USC 2000d, 29 USC 794, and implementing regulation, 45 C.F.R. Part 80 et seq. These acts require that no person shall, on the grounds of race, color, national origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or part, by federal funds.

ADA

The Americans with Disabilities Act (Public Law 101-336; 42 USC 12101, 12102, 12111-12117, 12131-12134, 12141-12150, 12161-12165, 12181-12189, 12201-12213 47 USC 225 and 47 USC 611).

Uniform Relocation Assistance and Real Property Acquisition Policies Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).

Drug-Free Workplace Act

The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).

Age Discrimination Act of 1975

The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et seq. and its implementing regulation, 45 C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.

23 C.F.R. Part 172

23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".

23 C.F.R Part 633

23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".

23 C.F.R. Part 635

23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973. The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof.

Nondiscrimination Provisions:

In compliance with Title VI of the Civil Rights Act of 1964 and with Section 162(a) of the Federal Aid Highway Act of 1973, the Contractor, for itself, its assignees and successors in interest, agree as follows:

i. Compliance with Regulations

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

ii. Nondiscrimination

The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

iii. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

iv. Information and Reports

The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.

v. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or b. Cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions §22

The Contractor will include the provisions of this Exhibit J in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

EXHIBIT K, FFATA SUPPLEMENTAL FEDERAL PROVISIONS

State of Colorado
Supplemental Provisions for
Federally Funded Contracts, Grants, and Purchase Orders
Subject to
The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended
Revised as of 3-20-13

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. **Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.
 - 1.1. **“Award”** means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:
 - 1.1.1.Grants;
 - 1.1.2.Contracts;
 - 1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
 - 1.1.4.Loans;
 - 1.1.5.Loan Guarantees;
 - 1.1.6.Subsidies;
 - 1.1.7.Insurance;
 - 1.1.8.Food commodities;
 - 1.1.9.Direct appropriations;
 - 1.1.10. Assessed and voluntary contributions; and
 - 1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award *does not* include:

 - 1.1.12. Technical assistance, which provides services in lieu of money;
 - 1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
 - 1.1.14. Any award classified for security purposes; or
 - 1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
 - 1.2. **“Contract”** means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.
 - 1.3. **“Contractor”** means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
 - 1.4. **“Data Universal Numbering System (DUNS) Number”** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: <http://fedgov.dnb.com/webform>.
 - 1.5. **“Entity”** means all of the following as defined at 2 CFR part 25, subpart C;
 - 1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
 - 1.5.2.A foreign public entity;
 - 1.5.3.A domestic or foreign non-profit organization;

1.5.4. A domestic or foreign for-profit organization; and

1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

- 1.6. **“Executive”** means an officer, managing partner or any other employee in a management position.
- 1.7. **“Federal Award Identification Number (FAIN)”** means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.8. **“FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.9. **“Prime Recipient”** means a Colorado State agency or institution of higher education that receives an Award.
- 1.10. **“Subaward”** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient’s support in the performance of all or any portion of the substantive project or program for which the Award was granted.
- 1.11. **“Subrecipient”** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee.
- 1.12. **“Subrecipient Parent DUNS Number”** means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.13. **“Supplemental Provisions”** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
- 1.14. **“System for Award Management (SAM)”** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.15. **“Total Compensation”** means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
 - 1.15.1. Salary and bonus;
 - 1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.16. **“Transparency Act”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 1.17 **“Vendor”** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and

is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**
 - 3.1. **SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
 - 3.2. **DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.
4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 4.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
 - 4.2. In the preceding fiscal year, Contractor received:
 - 4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.
5. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.
6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
7. **Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.

7.1 ToSAM. A Subrecipient shall register in SAM and report the following data elements in SAM *foreach* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

7.1.1 Subrecipient DUNS Number;

7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;

7.1.3 Subrecipient Parent DUNS Number;

7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

7.1.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

7.1.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

7.2 To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

7.2.1 Subrecipient's DUNS Number as registered in **SAM**.

7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Exemptions.

8.1. These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

8.2 A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.

8.4 There are no Transparency Act reporting requirements for Vendors.

Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

EXHIBIT L, SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT

CDOT SUBRECIPIENT RISK ASSESSMENT		Date: 		
Name of Entity (Subrecipient):				
Name of Project / Program:				
Estimated Award Period:				
Entity Executive Director or VP:				
Entity Chief Financial Officer:				
Entity Representative for this Self Assessment:				
Instructions: (See "Instructions" tab for more information) 1. Check only one box for each question. All questions are required to be answered. 2. Utilize the "Comment" section below the last question for additional responses. 3. When complete, check the box at the bottom of the form to authorize.		Yes	No	N/A
EXPERIENCE ASSESSMENT		Yes	No	N/A
<u>1</u>	Is your entity new to operating or managing federal funds (has not done so within the past three years)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>2</u>	Is this funding program new for your entity (managed for less than three years)? <i>Examples of funding programs include CMAQ, TAP, STP-M, etc.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>3</u>	Does your staff assigned to the program have at least three full years of experience with this federal program?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MONITORING/AUDIT ASSESSMENT		Yes	No	N/A
<u>4</u>	Has your entity had an on-site project or grant review from an external entity (e.g., CDOT, FHWA) within the last three years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>5</u>	a) Were there non-compliance issues in this prior review?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	b) What were the number and extent of issues in prior review?	<input type="checkbox"/> <small>1 to 2</small>	<input type="checkbox"/> <small>>3</small>	<input type="checkbox"/>
OPERATION ASSESSMENT		Yes	No	N/A
<u>6</u>	Does your entity have a time and effort reporting system in place to account for 100% of all employees' time, that can provide a breakdown of the actual time spent on each funded project? <i>If No, in the comment section please explain how you intend to document 100% of hours worked by employees and breakdown of time spent on each funding project.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FINANCIAL ASSESSMENT		Yes	No	N/A
<u>7</u>	a) Does your entity have an indirect cost rate that is approved and current?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	b) If Yes, who approved the rate, and what date was it approved?			
<u>8</u>	Is this grant/award 10% or more of your entity's overall funding?	<input type="checkbox"/> <small>>10%</small>	<input type="checkbox"/> <small><10%</small>	<input type="checkbox"/>
<u>9</u>	Has your entity returned lapsed* funds? <i>*Funds "lapse" when they are no longer available for obligation.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>10</u>	Has your entity had difficulty meeting local match requirements in the last three years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>11</u>	What is the total federal funding your entity has been awarded for the last federal fiscal year, and what is your entity's fiscal year end?			

INTERNAL CONTROLS ASSESSMENT		Yes	No	N/A
12	Has your entity had any significant changes in key personnel or accounting system(s) in the last year? (e.g., Controller, Exec Director, Program Mgr, Accounting Mgr, etc.) If Yes, in the comment section, please identify the accounting system(s), and / or list personnel positions and identify any that are vacant.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Does your entity have financial procedures and controls in place to accommodate a federal-aid project?	<input type="checkbox"/>	<input type="checkbox"/>	
14	Does your accounting system identify the receipts and expenditures of program funds separately for each award?	<input type="checkbox"/>	<input type="checkbox"/>	
15	Will your accounting system provide for the recording of expenditures for each award by the budget cost categories shown in the approved budget?	<input type="checkbox"/>	<input type="checkbox"/>	
16	Does your agency have a review process for all expenditures that will ensure that all costs are reasonable, allowable and allocated correctly to each funding source? If Yes, in the comment section, please explain your current process for reviewing costs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17	How many total FTE perform accounting functions within your organization?	<input type="checkbox"/> ≥ 6	<input type="checkbox"/> 2 to 5	<input type="checkbox"/> < 2
IMPACT ASSESSMENT		Yes	No	N/A
18	For this upcoming federal award or in the immediate future, does your entity have any potential conflicts of interest* in accordance with applicable Federal awarding agency policy? If Yes, please disclose these conflicts in writing, along with supporting information, and submit with this form. (*Any practices, activities or relationships that reasonably appear to be in conflict with the full performance of the Subrecipient's obligations to the State.)	<input type="checkbox"/>	<input type="checkbox"/>	
19	For this award, has your entity disclosed to CDOT, in writing, violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award? Response options: YES = Check if have one or more violation(s) and have either disclosed previously to CDOT or as part of this form. In the comment section, list all violations with names of supporting documentation and submit with this form. NO = Check if have one or more violation(s) and have not disclosed previously or will not disclose as part of this form. Explain in the comment section. N/A = Check if have no violations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PROGRAM MANAGEMENT ASSESSMENT		Yes	No	N/A
20	Does your entity have a written process/procedure or certification statement approved by your governing board ensuring critical project personnel are capable of effectively managing Federal-aid projects? If Yes, please submit with this form.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21	Does your entity have written procurement policies or certification statement for consultant selection approved by your governing board in compliance with 23 CFR 172*? If Yes, please submit with this form. (*The Brooks Act requires agencies to promote open competition by advertising, ranking, selecting, and negotiating contracts based on demonstrated competence and qualifications, at a fair and reasonable price.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22	a) Is your staff familiar with the relevant CDOT manuals and federal program requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	b) Does your entity have a written policy or a certification statement approved by your governing board assuring federal-aid projects will receive adequate inspections? If Yes, please submit with this form.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	c) Does your entity have a written process or a certification statement approved by your governing board assuring a contractor's work will be completed in conformance with approved plans and specifications? If Yes, please submit with this form.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

d) Does your entity have a written policy or certification statement approved by your governing board assuring that materials installed on the projects are sampled and tested per approved processes. <i>If Yes, please submit with this form.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Does your entity have a written policy or certification statement approved by your governing board assuring that only US manufactured steel will be incorporated into the project (<i>Buy America requirements</i>)? <i>If Yes, please submit with this form.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Comments - As needed, include the question number and provide comments related to the above questions. Insert additional rows as needed.</p>			
<p><input type="checkbox"/> By checking this box, the Executive Director, VP or Chief Financial Officer of this entity certifies that all information provided on this form is true and correct.</p>			



Tool Version:
v2.0 (081816)

EXHIBIT M, OMB Uniform Guidance for Federal Awards

Subject to

The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”), Federal Register, Vol. 78, No. 248, 78590

The agreement to which these Uniform Guidance Supplemental Provisions are attached has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the agreement or any attachments or exhibits incorporated into and made a part of the agreement, the provisions of these Uniform Guidance Supplemental Provisions shall control. In the event of a conflict between the provisions of these Supplemental Provisions and the FFATA Supplemental Provisions, the FFATA Supplemental Provisions shall control.

- 9. Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.
- 9.1. “Award”** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise. 2 CFR §200.38
 - 9.2. “Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
 - 9.3. “Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. 2 CFR §200.37
 - 9.4. “FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
 - 9.5. “Grant” or “Grant Agreement”** means an agreement setting forth the terms and conditions of an Award. The term does not include an agreement that provides only direct Federal cash assistance to an individual, a subsidy, a loan, a loan guarantee, insurance, or acquires property or services for the direct benefit of use of the Federal Awarding Agency or Recipient. 2 CFR §200.51.
 - 9.6. “OMB”** means the Executive Office of the President, Office of Management and Budget.
 - 9.7. “Recipient”** means a Colorado State department, agency or institution of higher education that receives a Federal Award from a Federal Awarding Agency to carry out an activity under a Federal program. The term does not include Subrecipients. 2 CFR §200.86
 - 9.8. “State”** means the State of Colorado, acting by and through its departments, agencies and institutions of higher education.
 - 9.9. “Subrecipient”** means a non-Federal entity receiving an Award from a Recipient to carry out part of a Federal program. The term does not include an individual who is a beneficiary of such program.
 - 9.10. “Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
 - 9.11. “Uniform Guidance Supplemental Provisions”** means these Supplemental Provisions for Federal Awards subject to the OMB Uniform Guidance, as may be revised pursuant to ongoing guidance from relevant Federal agencies or the Colorado State Controller.
- 10. Compliance.** Subrecipient shall comply with all applicable provisions of the Uniform Guidance, including but not limited to these Uniform Guidance Supplemental Provisions. Any revisions to such provisions automatically shall

become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

11. Procurement Standards.

- 3.1 Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 3.2 Procurement of Recovered Materials.** If Subrecipient is a State Agency or an agency of a political subdivision of a state, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 4. Access to Records.** Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).
- 5. Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
 - 5.1 Election.** Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
 - 5.2 Exemption.** If Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
 - 5.3 Subrecipient Compliance Responsibility.** Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.
- 6. Contract Provisions for Subrecipient Contracts.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant Agreement.
 - 6.1 Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by

Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

- 4.2 Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in

Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 4.3 Rights to Inventions Made Under a Contract or Agreement.** If the Federal Award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 4.4 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 4.5 Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 4.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

7. Certifications. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

1. 8. Event of Default. Failure to comply with these Uniform Guidance Supplemental Provisions shall constitute an event of default under the Grant Agreement (2 CFR §200.339) and the State may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

9. Effective Date. The effective date of the Uniform Guidance is December 26, 2013. 2 CFR §200.110. The procurement standards set forth in Uniform Guidance §§200.317-200.326 are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in Uniform Guidance Subpart F-Audit Requirements are applicable to audits of fiscal years beginning on or after December 26, 2014.

10. Performance Measurement

The Uniform Guidance requires completion of OMB-approved standard information collection forms (the PPR). The form focuses on outcomes, as related to the Federal Award Performance Goals that awarding Federal agencies are required to detail in the Awards.

Section 200.301 provides guidance to Federal agencies to measure performance in a way that will help the Federal awarding agency and other non-Federal entities to improve program outcomes.

The Federal awarding agency is required to provide recipients with clear performance goals, indicators, and milestones (200.210). Also, must require the recipient to relate financial data to performance accomplishments of the Federal award.

RESOLUTION NO. ____-18

A RESOLUTION ENTERING INTO AN AGREEMENT WITH THE COLORADO DEPARTMENT OF TRANSPORTATION FOR WORK ON HORIZON DRIVE CROSSWALKS PROJECT, AUTHORIZING CITY MATCHING FUNDS AND AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH THE COLORADO DEPARTMENT OF TRANSPORTATION

Recitals:

Pedestrian crosswalks are needed between G Road and I-70 Interchange Exit 32 on Horizon Drive as signalized intersections are far apart yet there are restaurants and motels along both sides of Horizon Drive with no safe place for pedestrians to cross. Three crosswalks with short sections of median upstream and downstream will be constructed.

The City has requested funds from the Colorado Department of Transportation's (CDOT) Highway Safety Improvement Program (HSIP) to construct three crosswalks and medians between G Road and I-70.

HSIP funds were awarded by CDOT in January 2018 for fiscal year 2019. The Project Number is PROJECT SHO M555-033 (22497). The total amount to be awarded is \$225,000 all designated for construction phase.

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

Federal HSIP funds in the amount of \$225,000 awarded toward the Horizon Drive Crosswalks Project between G Road and I-70 (Exit 32) are hereby accepted and that the City Manager is hereby authorized to expend \$25,000 in matching funds for the project. The City Manager is authorized to execute and enter into the Intergovernmental Agreement with the Colorado Department of Transportation.

PASSED AND APPROVED this _____ day of _____, 2018.

Mayor Barbara Traylor Smith
President of the Council

ATTEST:

Wanda Winkelmann
City Clerk



Grand Junction City Council

Regular Session

Item #5.a.i.

Meeting Date: June 18, 2018

Presented By: Kristen Ashbeck, Senior Planner/ CDBG Admin

Department: Community Development

Submitted By: Kristen Ashbeck, CDBG Administrator

Information

SUBJECT:

A Resolution Adopting the 2018 Program Year Action Plan as a Part of the Grand Junction Five-Year Consolidated Plan for the Community Development Block Grant (CDBG) Program

RECOMMENDATION:

City Council approved the projects to be funded in the 2018 CDBG Program Year at its May 16, 2018 meeting.

EXECUTIVE SUMMARY:

The City will receive an estimated \$457,189 CDBG funding for the 2018 Program Year which begins September 1st. The City also has \$7,839 in funds remaining from the 2016 Program Year to be allocated with the 2018 funds. The purpose of this hearing is to adopt the 2018 Annual Action Plan which includes allocation for 20 projects as part of the Five-Year Consolidated Plan.

BACKGROUND OR DETAILED INFORMATION:

CDBG funds are a Department of Housing and Urban Development (HUD) entitlement grant to the City of Grand Junction which became eligible for the funding in 1996. The City's 2018 Program Year will begin September 1, 2018. For each CDBG Program Year, a new Annual Action Plan is completed and adopted as part of the Five-Year Consolidated Plan. Applications for funding were solicited and received by the City in March. The City has received grant requests of \$730,147 from outside agencies and has identified City capital improvements projects totaling \$218,500 that would be eligible for CDBG funding for a total of \$973,647 in grant requests. The City has

\$7,839 in funds remaining from the 2016 Program Year to be allocated with the 2018 funds. On May 16, 2018 City Council approved the 2018 funding requests totaling \$465,028. A summary of the projects to be funded is included as an attachment.

FISCAL IMPACT:

2018 CDBG appropriation is \$457,189 and the balance of non-allocated and unexpended funds from 2016 of \$7,839.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution Number No. 38-18, a resolution adopting the 2018 Program Year Action Plan as a part of the Grand Junction Five-Year Consolidated Plan for the Community Development Block Grant (CDBG) Program.

Attachments

1. Summary of 2018 Projects
2. 2018 Annual Action Plan
3. 2018 Action Plan Resolution

	PROJECT	FUNDING	LEVERAGE
1	Program Administration	\$25,000	-
2	GJHA Predevelopment Planning/Engineering	\$20,000	\$423,682
3	Karis, Inc. Mental Health Services	\$8,547	\$28,860
4	HopeWest Accessible Exam Tables	\$7,000	\$19,295
5	Partners Van Purchase	\$10,000	\$19,000
6	Gray Gourmet Food Purchase	\$4,000	\$277,800
7	CEC Low Income Counseling	\$4,000	\$415,182
8	STRiVE Autism Clinic	\$6,000	\$80,064
9	Hilltop Bacon Campus Fire Safety	\$20,000	\$1.8 million
10	Homeless Shelter Roof Replacement	\$39,371	\$3,736
11	Partners WCCC Building Rehabilitation	\$3,800	\$5,000
12	STRiVE Main Program Office Roof Replacement	\$100,000	\$6.9 million
13	Arc Program Office Accessibility Improvements	\$19,740	\$62,566
14	CFI Ability Gardens	\$4,700	\$29,875
15	Riverside Park Improvements	\$25,000	\$626,314
16	Grand Avenue 9 th and 10 th Safe Routes to School	\$60,000	-
17	Pinyon Avenue 13 th to 15 th Safe Routes to School	\$60,000	-
18	Replace Lead Water Lines	\$20,000	-
19	24-12 Road Pedestrian Improvements	\$13,500	-
20	Karis, Inc. Purchase Youth Day Center	\$14,370	\$215,130

TOTAL ALLOCATION: \$465,028

TOTAL FUNDS LEVERAGED: \$10.9 million



Third Program Year Action Plan

Community Development Block Grant Program

HUD - CDBG

2018

250 NORTH 5TH STREET GRAND JUNCTION CO 81501

2018

The City of Grand Junction 2018 Community Development Block Grant (CDBG) Annual Action Plan was produced by the Grand Junction Community Development Division Office

For more information on the plan contact:

Para obtener más información sobre el plan ponerse en contacto:

Kristen Ashbeck
Senior Planner/CDBG Administrator
City of Grand Junction
Community Development Division
250 North 5th Street
Grand Junction, Colorado 81501

(970) 244-1491
kristena@gjcity.org

Written comments must be submitted to the City no later than July 6, 2018 at 4:30 pm

Los comentarios escritos deben ser presentados a la ciudad a más tardar el 6 de julio 2018 a las 4:30 pm

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

Introduction

In 1996 the US Department of Housing and Urban Development (HUD) established Grand Junction as a community entitled to receive Community Development Block Grant (CDBG) funds. Every five years the City prepares and adopts a new five-year consolidated plan. The current Five-Year Consolidated Plan was adopted by the Grand Junction City Council in June 2016. In addition, each year the City prepares and adopts a program year action plan, which becomes a part of the five-year consolidated plan. Applications for CDBG funds are made available to all interested parties in February with a March deadline for each Program Year. Applications that are funded become a part of the respective program year action plan. The 2018 Program Year Annual Action Plan outlines how the City of Grand Junction intends to spend CDBG funds during the time period from September 1, 2018 through August 31, 2019. The objectives and proposed outcomes identified in the 2018 Annual Action Plan are to address decent housing, human services and non-housing community development needs. Specific proposed outcomes and objectives for the 2018 Program Year that reflect the City's Five-Year Consolidated Plan objectives are discussed in the full Annual Action Plan report.

Summarize the Objectives and Outcomes Identified in the Plan

The 2016 Five-Year Consolidated Plan integrates economic, physical, environmental, community and human development activities in Grand Junction in a comprehensive and coordinated manner so that agencies, groups, and all citizens can work together to improve the quality of life of its residents. Consolidated Plan objectives and specific needs have been identified along with actions that define how the community will respond over the life of the Five-Year Consolidated Plan. The Consolidated Plan has three Objectives:

Create a Suitable Living Environment

1. Need for Non-Housing Community Development Infrastructure
2. Need for Neighborhood Program
3. Special Needs Populations and Other Human Service Needs
4. Youth

Provide Decent Affordable Housing

1. Increase the inventory of affordable housing units
2. Address lead-based paint hazards
3. Prevent and Reduce Homelessness

Create Economic Opportunities

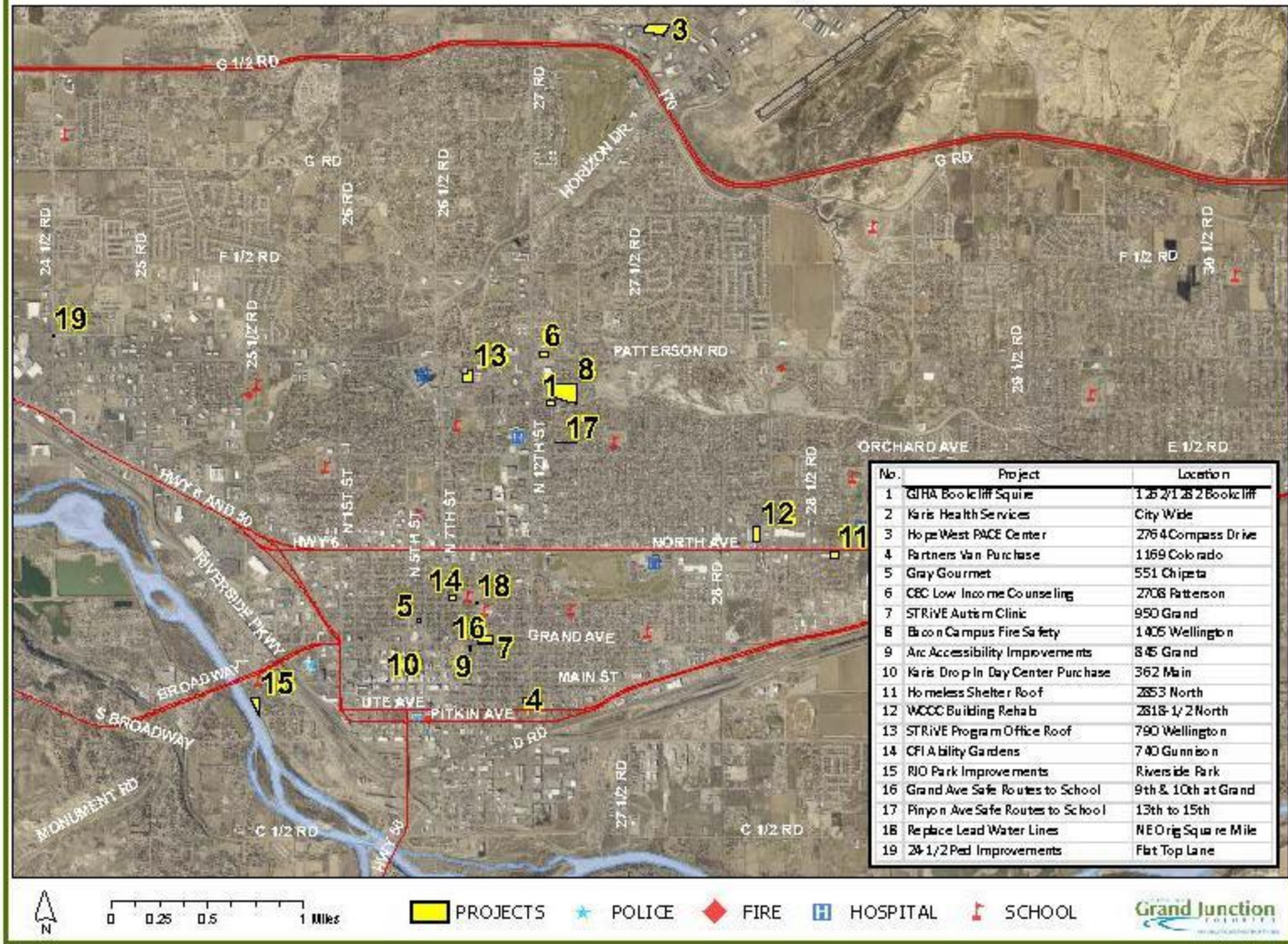
1. Childcare
2. Economic Development

Proposed objectives and outcomes within the 2018 Program Year include the activities listed in section AP-35 and shown on the following map.

1. CDBG program administration and furthering fair housing - administer program including staff salary, subrecipient monitoring, reporting, public participation, training, fair housing activities and pre-construction engineering and design for a proposed housing development.
2. Suitable Living Environment – Non-Housing: The Arc Mesa County Accessibility Improvements; Partners WCCC Building Rehabilitation; STRiVE Roof Replacement Main Program Office; Center for Independence Ability Gardens; Grand Avenue, Pinyon Avenue and 24-1/2 Road Safe Routes to School/Neighborhood Pedestrian Improvements; and Riverside Park Safety Improvements; Replace lead water service lines in downtown neighborhoods.
3. Suitable Living Environment – Homeless: Karis, Inc. Mental Health Services; Karis, Inc. Purchase Drop-In Day Center for Youth; and HomewardBound Shelter Roof Replacement
4. Suitable Living Environment – HopeWest PACE Center Accessible Exam Tables; Gray Gourmet Program; CEC Low Income Counseling; STRiVE Audyssey Autism Clinic; and Partners Van Purchase
5. Decent Affordable Housing – Hilltop Bacon Campus Fire Safety Project

Annual Action Plan
2018

CDBG 2018 Action Plan Projects



Evaluation of Past Performance

The past performance of the City of Grand Junction and its CDBG subrecipients has been thorough and timely. Many persons with low and moderate income have benefited through housing activities, human services and community facilities construction. A summary of the CDBG activities for the past two program years is provided below.

2016 Program Year – All Projects Completed Except as Noted

- CDBG Program Administration \$51,400
- HopeWest PACE Center Therapy Equipment \$10,000
- Marillac Clinic Replace Two Dental Operatories \$19,832
- Western Colorado Suicide Prevention Public Outreach \$4,551
- Senior Companion Program \$8,000
- Foster Grandparent Program \$8,000
- Counseling and Education Center Low Income Counseling \$6,000
- Center for Independence Accessible Riser \$18,750 (61% expended)
- Phoenix Project – Rehabilitate Two Housing Units \$7,750
- HopeWest PACE Center – Kitchen Equipment \$28,000
- GJHA Nellie Bechtel Housing Rehabilitation \$75,000
- Karis, Inc. Zoe House Acquisition \$50,000
- Nisley Elementary School Safe Routes to School \$90,000
- El Poso Neighborhood Pedestrian Improvements \$45,000
- Downtown Senior Recreation Center Rehabilitation \$87,373

2017 Program Year – Progress as Noted

- CDBG Program Administration \$25,000 (40% expended)
- CDBG Administration – Predevelopment Costs \$50,000 (83% expended)
- HomewardBound Food Purchase \$15,000 (15% expended)
- Gray Gourmet Food Purchase \$16,000 (completed)
- Counseling and Education Center Low Income Counseling \$6,000 (completed)
- Marillac Clinic Dental Diagnostic Equipment \$10,685 (completed)
- Grand Valley Catholic Outreach Day Center Renovation \$55,788 (underway)
- Housing Resources of Western Colorado Critical Home Repair Program \$22,500 (30% expended)
- Riverside Park Improvements \$73,686 (no expenditure)
- Bookcliff Middle School/Community Center Pedestrian Improvements \$42,000 (no expenditure)
- Nisley Elementary Safe Routes to School \$80,000 (no expenditure)

All Consolidated Plan Objectives will be monitored and reported to the US Department of Housing and Urban Development (HUD) by their outcomes. This outcome and performance based measurement includes 1) availability/accessibility; 2) affordability; and 3) sustainability, promoting livable and viable communities.

Though the competition for CDBG funds has continually increased since program inception and the amount of annual CDBG funds continues to decrease, the City will continue to make an effort to balance disbursement of these funds between the various needs of the community over the course of the Five-Year Consolidated Plan.

Summary of Citizen Participation Process and Consultation Process

The City adopted a Citizen Participation Plan in 2011 to describe citizen involvement in the Five-Year Consolidated Plan and Annual Action Plans. The City's Community Development Department, as lead agency for the Consolidated Plan and Action Plan, has invited human service agencies and citizen involvement; the findings and needs identified by those who serve and work with the low/moderate income populations are the basis of the Plan. The City has met the requirements of the Citizens Participation Plan by publishing public notices and holding public meetings.

A meeting was held in February 2018 to inform and receive input from the public. Invitations were mailed to over 60 citizens, housing entities and human service providers throughout the area. An advertisement was placed in the *Daily Sentinel* inviting citizens to participate. Efforts to broaden public participation included invitations to and working with agencies that serve minority, disabled and special needs populations regarding CDBG applications for funding. These agencies include the Riverside Task Force Inc, Mind Springs Health, STRIVE, Hilltop Community Resources, Gray Gourmet, Foster Grandparents and The Arc of Mesa County. Of these, applications were received from Hilltop, Gray Gourmet and STRIVE. In total, the City received 25 requests for CDBG funding that totaled \$973,647.

On May 16, 2018 a public hearing before City Council was held to discuss projects and determine funding for the 2018 Program Year. On June 18, 2018 City Council will conduct a public hearing to seek public comment and consider adoption of the 2018 Annual Action Plan. The City of Grand Junction will, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities to participate in City Council meetings; none were requested for the May 16, 2018 public meeting; aids and services will be available for the June 18, 2018 public meeting.

A 30-day public review period will occur from June 4 to July 6, 2018. The Annual Action Plan will be available in the City Community Development Department and the City Clerk's office and on the City's web site. A note in Spanish language is included on the cover page that the Community Development Department should be contacted if someone requests the document in the Spanish language. The City also has phone translation services available as requested.

Legal notices for public meetings were placed in the local newspaper, in both English and Spanish. In addition, the legal notice for the Annual Action Plan public hearing included a statement regarding the location of the public hearing. City Hall is accessible to people with disabilities. The City of Grand Junction will, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities to participate in City Council meetings. If you are planning to attend the public meeting and require special assistance, please notify the City Clerk's office at 970-244-1509 at least one day in advance to the meeting. TDD access is available through Colorado Relay at 711.

Summary of Public Comments

The opportunities for public input described above comply with the City's CDBG Citizen Participation Plan. Three members of the public addressed City Council at its May 16, 2018 meeting, representing awardees of 2018 CDBG funding. The agencies summarized their activities in the community and appreciated consideration by City Council for funding. This section will be updated after the public hearings are completed.

Summary of Comments Not accepted and the Reasons for not Accepting Them

This section will be updated after the public hearings are completed.

PR-05 Lead & Responsible Agencies – 91.200(b)

Agency Role	Name	Department/Agency
Lead Agency	GRAND JUNCTION	
CDBG Administrator	GRAND JUNCTION	Community Development Department

Table 1 – Responsible Agencies

The City of Grand Junction is the lead agency administering the development and implementation of this plan. The Grand Junction Housing Authority, Housing Resources of Western Colorado, the Mesa County Departments of Health and Human Services, and many local nonprofit and faith-based organizations are key stakeholders and decision-makers in administering activities described in the plan. The City of Grand Junction is entering its twenty-third year as an entitlement community that receives Community Development Block Grant (CDBG) funding. This plan covers requirements for use of those funds. The time period covered by this plan is September 1, 2018 through August 31, 2019.

Consolidated Plan Public Contact Information

City of Grand Junction Community Development Department
Kristen Ashbeck AICP Senior Planner/CDBG Administrator
250 North 5th Street
Grand Junction Colorado 81501

970-244-1491
kristena@gjcity.org

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

Development of the Five-Year Consolidated Plan and each subsequent Annual Action Plan is a community effort, managed by the City of Grand Junction. The City conducts consultations and communicates electronically with representatives of various organizations, and meets in focus groups to formulate the Plans. The community entities played a major role in identifying the needs of low and moderate income persons in the Grand Junction area. The primary participating agencies are summarized in Table 2.

Summary of Activities to Enhance Coordination between Housing Providers and Private and Governmental Health, Mental Health and Service Agencies (91.215(l))

The City of Grand Junction provides for and encourages citizen participation, especially by: very low, low and moderate income persons; persons that live in areas that CDBG funds are proposed to be used; persons living in slum and blighted areas; minority residents; residents of assisted housing; non-English speaking persons; persons with disabilities; and nonprofit agencies who are currently providing direct services to the persons above. The City encourages participation through the CDBG planning process, including identification of priority needs, adoption of goals, objectives and strategies, development of the Five-Year Consolidated Plan and Annual Action Plans, substantial amendments to the plans, and the Consolidated Annual Performance and Evaluation Report. In addition, the City has on-going interaction with these agencies as sub-recipients or through participation in various local organizations and ad-hoc work groups.

Coordination with the Continuum of Care and Efforts to Address the Needs of Homeless Individuals and Families

The Continuum of Care is a local system for helping people experiencing or are at imminent risk of homelessness by providing housing and services appropriate to the range of needs in the community. The most recent point in time survey was conducted in January 2017 and resulted in an estimated population of 482 homeless adults. Children are more difficult to identify but solid estimates are 150 unaccompanied youth and 500 children by McKinney-Vento standards. This does not count more than 1,000 men, women and children who "couch surf" - move from home to home each night in search of shelter. In Grand Junction, the Shelter component is served by: Community Homeless Shelter, Rescue Mission, Grand Valley Catholic Outreach (GVCO), Karis, Inc. and the Latimer House. Food and Day Services are provided by GVCO Day Center and Soup Kitchen, District 51 REACH, KidsAid program, Salvation Army Day Center and food banks. The Housing component is provided by the Grand Junction Housing Authority (GJHA) Next Step program, the Phoenix Project, Pathways Village, GVCO Permanent Supportive Housing and Karis, Inc. Case Management is covered by many agencies but primarily GVCO, GJHA and HomewardBound. The City coordinates with all of these agencies in various ways as described above.

Consultation with the Continuum(s) of Care to Determine Allocation and Use of ESG

The City of Grand Junction does not receive ESG Funds but do provide letters of support/certification for other agencies that seek these funds, indicating that its goals are consistent with the Five-Year Consolidated Plan.

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	City of Grand Junction
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Housing Public Infrastructure
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Grand Junction is the lead coordinating agency for development of the Consolidated Plan and subsequent Annual Action Plans. Several departments helped identify non-housing community development needs.
2	Agency/Group/Organization	GRAND JUNCTION HOUSING AUTHORITY
	Agency/Group/Organization Type	Housing PHA Services - Housing Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy Non-Homeless Special Needs Market Analysis Anti-poverty Strategy Lead-based Paint Strategy

	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>The Grand Junction Housing Authority participates in focus group and public meetings, provides data and reviews draft sections of the Plan. The agency was interviewed by the City's consultant for the Grand Valley Housing Needs Assessment (HNA). The information provided was used to develop the HNA and Analysis of Impediments to Fair Housing Choice which, in turn, helped guide the 2016-2020 Consolidated Plan and subsequent Annual Action Plans.</p> <p>Representatives from 24 agencies that provide services in the areas of housing, health, homeless, advocacy, education, neighborhood engagement, community development, fair housing, human services, and substance abuse attend meetings. Discussions help identify the priority needs for the Consolidated Plan.</p>
3	<p>Agency/Group/Organization</p>	<p>Housing Resources of Western Colorado</p>
	<p>Agency/Group/Organization Type</p>	<p>Housing Services - Housing Service-Fair Housing</p>
	<p>What section of the Plan was addressed by Consultation?</p>	<p>Housing Need Assessment Anti-poverty Strategy Lead-based Paint Strategy</p>
	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>Housing Resources of Western Colorado participates in focus group and public meetings, provides data and reviews draft sections of the Plan. The agency was interviewed by the City's consultant for the Grand Valley Housing Needs Assessment (HNA). The information provided was used to develop the HNA and Analysis of Impediments to Fair Housing Choice which, in turn, helped guide the 2016-2020 Consolidated Plan and subsequent Annual Action Plans.</p> <p>Representatives from 24 agencies that provide services in the areas of housing, health, homeless, advocacy, education, neighborhood engagement, community development, fair housing, human services, and substance abuse attend meetings. Discussions help identify the priority needs for the Consolidated Plan.</p>

4	Agency/Group/Organization	Grand Valley Catholic Outreach
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless Services-Employment Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Grand Valley Catholic Outreach participates in focus group and public meetings, provides data and reviews draft sections of the Plan. The agency was interviewed by the City's consultant for the Grand Valley Housing Needs Assessment (HNA). The information provided was used to develop the HNA and Analysis of Impediments to Fair Housing Choice which, in turn, helped guide the 2016-2020 Consolidated Plan and subsequent Annual Action Plans. Representatives from 24 agencies that provide services in the areas of housing, health, homeless, advocacy, education, neighborhood engagement, community development, fair housing, human services, and substance abuse attend meetings. Discussions help identify the priority needs for the Consolidated Plan.

5	Agency/Group/Organization	MESA COUNTY
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Health Services-Employment Health Agency Child Welfare Agency Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Various departments of the Mesa County government participate in focus group and public meetings, provide data and reviewed draft sections of the Plan. Representatives from 24 agencies that provide services in the areas of housing, health, homeless, advocacy, education, neighborhood engagement, community development, fair housing, human services, and substance abuse attend meetings. Discussions help identify the priority needs for the Consolidated Plan.
6	Agency/Group/Organization	Mind Springs Health West
	Agency/Group/Organization Type	Services-Health Health Agency
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Mind Springs Health participate in focus group and public meetings and provide data. Representatives from 24 agencies that provide services in the areas of housing, health, homeless, advocacy, education, neighborhood engagement, community development, fair housing, human services, and substance abuse attend meetings. Discussions help identify the priority needs for the Consolidated Plan.
7	Agency/Group/Organization	STRIVE
	Agency/Group/Organization Type	Housing Services-Children Services-Persons with Disabilities Services-Health
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	STRIVE participates in focus group and public meetings, provided data and review draft sections of the Plan. Representatives from 24 agencies that provide services in the areas of housing, health, homeless, advocacy, education, neighborhood engagement, community development, fair housing, human services, and substance abuse attend meetings. Discussions help identify the priority needs for the Consolidated Plan.
8	Agency/Group/Organization	Hilltop Health Services Corporation
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Victims of Domestic Violence Services - Victims

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Hilltop participates in focus group and public meetings and provide data. Representatives from 24 agencies that provide services in the areas of housing, health, homeless, advocacy, education, neighborhood engagement, community development, fair housing, human services, and substance abuse attend meetings. Discussions help identify the priority needs for the Consolidated Plan.
9	Agency/Group/Organization	HomewardBound of the Grand Valley
	Agency/Group/Organization Type	Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	HomewardBound participates in focus group and public meetings, provide data and review draft sections of the Plan. Representatives from 24 agencies that provide services in the areas of housing, health, homeless, advocacy, education, neighborhood engagement, community development, fair housing, human services, and substance abuse attend meetings. Discussions help identify the priority needs for the Consolidated Plan.
10	Agency/Group/Organization	Western Colorado AIDS Project (Westcap)
	Agency/Group/Organization Type	Housing Services-Persons with HIV/AIDS Services-Health

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Western Colorado AIDS Project (WestCAP) participate in focus group and public meetings, provide data and review draft sections of the Plan. Representatives from 24 agencies that provide services in the areas of housing, health, homeless, advocacy, education, neighborhood engagement, community development, fair housing, human services, and substance abuse attend meetings. Discussions help identify the priority needs for the Consolidated Plan.
11	Agency/Group/Organization	Latin Anglo Alliance
	Agency/Group/Organization Type	Business and Civic Leaders Minority Services
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Minority
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Latin Anglo Alliance was invited to participate in focus group and public meetings but did not attend. They have, in the past, participated in the CDBG application process and submitted grant applications.

Identify any Agency Types Not Consulted

The entities that represent minorities were contacted during the planning process but there was limited participation. The primary agencies representing minority populations that did participate were the Riverside Task Force and Rocky Mountain SER Head Start.

Other Planning Efforts Considered when Preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Homeless Coalition	Goals regarding homeless activities in the Consolidated Plan overlap with the goals and priorities of the Continuum of Care plan.
Comprehensive Plan	Mesa County and City of Grand Junction	Goals addressing land use, neighborhoods and housing in the Consolidated Plan complement similar goals in the adopted City-County Comprehensive Plan.
Analysis of Impediments to Fair Housing Choice	City of Grand Junction	Goals regarding the development of housing are consistent with findings of impediments and actions in the Analysis of Impediments to Fair Housing Choice.
Grand Valley Housing Needs Assessment	City of Grand Junction	Goals regarding the development of affordable housing, homelessness and special needs housing align with those identified in the Grand Valley Housing Needs Assessment completed in 2016.

Table 3 – Other Planning Efforts

AP-12 Participation – 91.105, 91.200(c)

Summary of Citizen Participation Process

Citizen participation largely occurs through the various agencies whose Board members are citizens, business leaders and civic leaders. Goals are set within each organization as to current operations and future expansion, new projects or new programs and services. In turn, those goals are often directly translated into overall goals for the community's Five-Year Consolidated Plan. Refer to the summary of citizen participation for the 2018 Annual Action Plan in the table on the following pages.

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Public Meeting	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p>	<p>The public meeting was advertised in the newspaper and on the City's website. Individual invitations to over 60 agencies were individually emailed or mailed. 19 people were in attendance at the meeting and several others were unable to attend but requested application materials.</p>	<p>CDBG administration staff provided information about the 2018 Program Year grant process and those in attendance asked questions about the application, the funding available, HUD regulations and potential activities.</p>	<p>There were no comments that were not accepted.</p>	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
2	Public Hearing	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	<p>May 16, 2018 Public Hearing - There were 3 members of the public in attendance that addressed City Council, representing grant applicants.</p>	<p>Comments described the services provided by the agencies, the proposed use of CDBG grant funds if awarded, and expressed appreciation for Council's consideration of applications.</p>	<p>There were no comments that were not accepted.</p>	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
3	Public Hearing	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	<p>June 18, 2018 Public Hearing - This section will be updated after the public hearings are completed</p>	<p>This section will be updated after the public hearings are completed</p>		

Table 4 – Citizen Participation Outreach

AP-15 Expected Resources – 91.220(c)(1,2)

The only Federal resources available to the City of Grand Junction are Community Development Block Grant funds. However, other agencies and organizations in the community are able to leverage funds from other sources including the Housing Choice Voucher Program, Low Income Housing Tax Credits, the Weatherization Program, Energy Assistance Programs, NeighborWorks, SBG and ESG funds.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public - Federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	457,189	0	7,839	465,028	850,000	Total CDBG projected to be available for 5-Year plan: Entitlement - \$ 2,000,000

Table 5 - Expected Resources

Leveraged Funds

The City of Grand Junction shares HUD’s goals of using CDBG funds to seed programs and projects that will ultimately prove financially self-sufficient and demonstrate growth in the program or service provided. The City of Grand Junction does not have matching requirements for CDBG funds. However, as the City is assessing projects for potential funding, the ability of the applicant to leverage other funding sources whether public or private to complete a proposed project is reviewed. In many cases, recipients have been able to leverage other public and private funding sources by using CDBG dollars for the required local match.

The funds provided through the City’s CDBG program over the past 20 years have leveraged a substantial amount of other public and private resources despite difficult economic circumstances in recent years. The amount of funds leveraged by subrecipients is reported in the CAPER

each Program Year. Typically, for every one CDBG dollar allocated, subrecipients are able to leverage five times that from other resources.

Public Property Used to Address the Needs Identified in the Plan

Some activities within the non-housing community development goals will be accomplished within City rights-of-way and on City-owned properties to be able to make infrastructure and facilities improvements that will benefit low and moderate income neighborhoods in Grand Junction. These projects include improvements to streets, utilities and parks and recreation facilities.

AP-20 Annual Goals and Objectives – 91.420, 91.220(c)(3) and (e)

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Suitable Living Environment - Non-Housing	2016	2020	Non-Housing Community Development	Census Tracts	Non-Housing Community Development Infrastructure	CDBG: \$306,740	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 8800 Persons Assisted
2	Suitable Living Environment - Homeless	2016	2020	Homeless	City-Wide	Homeless	CDBG: \$62,288	Other: 1500 Other
3	Suitable Living Env - Sp Needs/Human Svcs/Youth	2016	2020	Non-Homeless Special Needs Non-Housing Community Development	City-Wide	Special Needs Populations and Other Human Services	CDBG: \$31,000	Public service activities other than Low/Moderate Income Housing Benefit: 1815 Persons Assisted
4	Decent Affordable Housing	2016	2020	Affordable Housing Public Housing Non-Homeless Special Needs	City-Wide	Special Needs Populations and Other Human Services	CDBG: \$20,000	Other: 398 Other

Table 6 – Goals Summary

1	Goal Name	Suitable Living Environment - Non-Housing
	Goal Description	This goal will address Non-Housing Community Development Infrastructure. Public improvements will be neighborhood based and primarily include street, sidewalk, storm drainage, solid waste, parks and recreation improvements. This goal will also include acquisition, construction, rehabilitation or other improvements to other public facilities that are owned and operated by other entities and organizations that serve low and moderate income persons.
2	Goal Name	Suitable Living Environment - Homeless
	Goal Description	This goal addresses shelter, housing, services and other activities to support homeless individuals and families.
3	Goal Name	Suitable Living Env - Sp Needs/Human Svcs/Youth
	Goal Description	This goal will provide activities to support Special Needs Populations and Other Human Services and Youth need categories.
4	Goal Name	Decent Affordable Housing
	Goal Description	This goal is to increase and improve the inventory of affordable housing units and remove lead-based hazards in residential units.

Table 7 – Goal Descriptions

AP-35 Projects – 91.220(d)

The purpose of the Program Year Annual Action Plan is to identify One-Year Strategies for each of the Objectives set in the Five-Year Consolidated Plan. The Consolidated Plan strategies are accomplished by utilizing a variety of resources including the annual allocation of CDBG funds. For each program year, a new one-year action plan is completed and adopted as part of the Five-Year Consolidated Plan. On May 16, 2018 the Grand Junction City Council approved 2018 CDBG funding requests totaling \$465,028 for twenty activities which will be made a part of the 2018 Action Plan. The total amount is based on the City’s allocation for the 2018 Program Year and remaining funds from the 2016 Program Year.

	Project Name
1	Program Administration
2	GJHA PreDevelopment Design and Engineering Bookcliff Squire Housing
3	Karis, Inc. Integrated Mental Health Services
4	HopeWest PACE Center Accessible Exam Tables
5	Partners Van Purchase
6	Gray Gourmet Food Purchase
7	CEC Low Income Counseling Services
8	STRiVE Audyssey Autism Clinic
9	Hilltop Bacon Campus Fire Safety Project
10	HomewardBound Homeless Shelter Roof Replacement
11	Partners WCCC Program Building Rehabilitation
12	STRiVE Main Program Office Roof Replacement
13	The Arc Program Office Rehabilitation/Accessibility
14	Center for Independence Ability Gardens
15	Riverside Park Improvements
16	Grand Avenue 9th and 10th Safe Routes to School
17	Pinyon Avenue 13th to 15th Safe Routes to School
18	Downtown Residential - Replace Lead Water Lines
19	24-1/2 Road Pedestrian Improvements
20	Karis, Inc. Purchase Drop-In Day Center for Youth

Table 8 – 2018 Projects

Allocation Priorities and Obstacles to Addressing Underserved Needs

All funds are expended within the City limits or are directed to services and public improvements for city residents. The City does not limit the use of CDBG funds to any specific location within the City. Nor does the City limit the use of CDBG funds to any groups based on race, minority or ethnic concentration. All funds will be used for persons with low to moderate income within the City limits. CDBG allocation priorities are based on need, income level of persons to be served and whether or not a proposed activity meets one of the national objectives and the City’s objectives outlined in the Five-Year Consolidated Plan. All CDBG funds received from HUD during the 2016-2020 timeframe will be used to address at least one of the priority need categories outlined in the Five-Year Consolidated Plan.

Allocation of investments must be within the City limits and, as applicable, in areas of low to moderate

income which are more prevalent in the central and east/southeast parts of the city. Areas of racial/minority concentration are more prevalent in the central and eastern parts of the city. Refer to the map of the locations of the 2018 project locations included in Section AP-05.

AP-38 Project Summary (Table 9)

1	Project Name	Program Administration
	Target Area	City-Wide
	Goals Supported	Suitable Living Environment - Non-Housing Decent Affordable Housing Suitable Living Environment - Homeless Suitable Living Env - Sp Needs/Human Svcs/Youth
	Needs Addressed	Non-Housing Community Development Infrastructure Special Needs Populations and Other Human Services Economic Development and Childcare Increase the Inventory of Affordable Housing Units Homeless
	Funding	CDBG: \$25,000
	Description	General Program Administration including a portion of staff salary, training, public participation, fair housing activities and economic development-related activities.
	Target Date	8/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	NA - Program Administration
	Location Description	NA - City-wide
	Planned Activities	General Program Administration including a portion of staff salary, training, public participation, fair housing activities and economic development-related activities.
2	Project Name	GJHA PreDevelopment Design and Engineering Bookcliff Squire Housing
	Target Area	City-Wide
	Goals Supported	Decent Affordable Housing
	Needs Addressed	Increase the Inventory of Affordable Housing Units
	Funding	CDBG: \$20,000
	Description	In conjunction with local stakeholders, the Grand Junction Housing Authority (GJHA) has developed a conceptual design for a 20-unit housing and supportive services facility with a preference for serving those that have experienced domestic violence.
	Target Date	8/31/2019

	Estimate the number and type of families that will benefit from the proposed activities	NA - Administration/Planning
	Location Description	1262 and 1282 Bookcliff Avenue
	Planned Activities	CDBG funding will be utilized to begin creation of the design development deliverables including schematic plans and specifications.
3	Project Name	Karis, Inc. Integrated Mental Health Services
	Target Area	City-Wide
	Goals Supported	Suitable Living Environment - Homeless
	Needs Addressed	Special Needs Populations and Other Human Services
	Funding	CDBG: \$8,547
	Description	Karis, Inc. provides housing and support services for homeless, unaccompanied teens and youth in the community.
	Target Date	8/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	150
	Location Description	NA - All Karis, Inc. Facilities within City Limits
	Planned Activities	CDBG funds would be used to provide mental health and substance abuse services to Karis clients at its various housing facilities in the City limits.
4	Project Name	HopeWest PACE Center Accessible Exam Tables
	Target Area	City-Wide
	Goals Supported	Suitable Living Env - Sp Needs/Human Svcs/Youth
	Needs Addressed	Special Needs Populations and Other Human Services
	Funding	CDBG: \$7,000
	Description	HopeWest will open a Program of All-Inclusive Care for the Elderly (PACE) Center in 2018 to provide care to the frail elderly. The program goal is to meet the healthcare needs of this population so they can stay in their own homes. The PACE Center will include a senior primary care medical clinic.
	Target Date	8/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	100
	Location Description	2754 Compass Drive
	Planned Activities	CDBG funds will be used to purchase specialized medical exam room tables that facilitate transfer from a wheelchair for frail elderly.
5	Project Name	Partners Van Purchase
	Target Area	City-Wide

	Goals Supported	Suitable Living Env - Sp Needs/Human Svcs/Youth
	Needs Addressed	Special Needs Populations and Other Human Services
	Funding	CDBG: \$10,000
	Description	Partners supervises up to 1,000 juvenile offenders annually. The youth perform court-ordered community service projects.
	Target Date	8/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	700
	Location Description	1169 Colorado Avenue
	Planned Activities	CDBG funds will be used to purchase a new van to provide safe transportation to job sites.
6	Project Name	Gray Gourmet Food Purchase
	Target Area	City-Wide
	Goals Supported	Suitable Living Env - Sp Needs/Human Svcs/Youth
	Needs Addressed	Special Needs Populations and Other Human Services
	Funding	CDBG: \$4,000
	Description	Gray Gourmet prepares and serves a nutritious lunchtime meal for Mesa County seniors age 60 and older.
	Target Date	8/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	1500
	Location Description	NA - City-Wide
	Planned Activities	CDBG funds will be used to help off-set the cost of food purchases for meals to be prepared and served for an estimated 3 percent increase in persons served and the number of meals provided.
7	Project Name	CEC Low Income Counseling Services
	Target Area	City-Wide
	Goals Supported	Suitable Living Env - Sp Needs/Human Svcs/Youth
	Needs Addressed	Special Needs Populations and Other Human Services
	Funding	CDBG: \$4,000
	Description	This program provides counseling services for low income citizens.
	Target Date	8/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	11
	Location Description	2708 Patterson Road
	Planned Activities	CDBG funds will help pay for more hours of counseling sessions for an increased number of clients seeking care.

8	Project Name	STRiVE Audyssey Autism Clinic
	Target Area	City-Wide
	Goals Supported	Suitable Living Env - Sp Needs/Human Svcs/Youth
	Needs Addressed	Special Needs Populations and Other Human Services
	Funding	CDBG: \$6,000
	Description	STRiVE offers the only diagnostic clinic on the western slope for children facing challenges of autism, neurological conditions or developmental disabilities who can benefit from individualized intervention and support services. The diagnostic process involves a team of specialists and can be very costly for families.
	Target Date	8/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	4
	Location Description	950 Grand Avenue
	Planned Activities	CDBG funds will be used to provide this service to 4 additional clients.
9	Project Name	Hilltop Bacon Campus Fire Safety Project
	Target Area	City-Wide
	Goals Supported	Decent Affordable Housing
	Needs Addressed	Special Needs Populations and Other Human Services Increase the Inventory of Affordable Housing Units
	Funding	CDBG: \$20,000
	Description	The Bacon Campus houses two residential programs 1) the Life Adjustment Program for adults with traumatic brain injuries and 2) Youth Services for persons ages 12 to 18 who have encountered difficulty at home, school or in the community. The State of Colorado is requiring Hilltop to add fire sprinklers and fire separation walls.
	Target Date	12/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	398
	Location Description	1405 Wellington Avenue
	Planned Activities	CDBG funds will be used for alarm upgrades, linking the alarm and new sprinkler systems.
10	Project Name	HomewardBound Homeless Shelter Roof Replacement
	Target Area	City-Wide
	Goals Supported	Suitable Living Environment - Homeless
	Needs Addressed	Homeless
	Funding	CDBG: \$39,371
	Description	HomewardBound provides overnight emergency shelter for adults and families experiencing homelessness. The roof in the single adult dormitory began leaking during this past winter.

	Target Date	12/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	1200
	Location Description	2853 North Avenue
	Planned Activities	CDBG funds will be used to replace the roof. The budget includes a 15-year warranty on the membrane material.
11	Project Name	Partners WCCC Program Building Rehabilitation
	Target Area	City-Wide
	Goals Supported	Suitable Living Environment - Non-Housing
	Needs Addressed	Non-Housing Community Development Infrastructure
	Funding	CDBG: \$3,800
	Description	WCCC operated through Partners employs and trains youth and young adults working on public land improvement projects (101 youth in 2017). WCCC operates from a shop located at 2818-1/2 North Avenue which currently has one large garage door to enter and exit the building. This creates a safety issue and energy efficiency drops when the large door must be opened to load work crews and supplies.
	Target Date	12/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	100
	Location Description	2818-1/2 North Avenue
	Planned Activities	CDBG funds would be used to install a second door out of the shop area.
12	Project Name	STRiVE Main Program Office Roof Replacement
	Target Area	City-Wide
	Goals Supported	Suitable Living Environment - Non-Housing Suitable Living Env - Sp Needs/Human Svcs/Youth
	Needs Addressed	Non-Housing Community Development Infrastructure Special Needs Populations and Other Human Services
	Funding	CDBG: \$100,000
	Description	STRiVE provides care and support for disabled individuals of all ages and their families. The agency has outgrown its current location at 950 Grand Avenue and has purchased a new building at 790 Wellington Avenue. STRiVE is in the process of remodeling it for their use which will increase access to services for clients. The newly purchased building, having been constructed 40 years ago, is in need of new roofing.
	Target Date	12/31/2019

	Estimate the number and type of families that will benefit from the proposed activities	1400
	Location Description	790 Wellington Avenue
	Planned Activities	CDBG funds will be used to replace the roof.
13	Project Name	The Arc Program Office Rehabilitation/Accessibility
	Target Area	City-Wide
	Goals Supported	Suitable Living Environment - Non-Housing
	Needs Addressed	Non-Housing Community Development Infrastructure
	Funding	CDBG: \$19,740
	Description	Arc Mesa County provides no cost individual advocacy, community outreach, advocacy education and legislative and systematic advocacy for children, adults and parents with disabilities.
	Target Date	12/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	525
	Location Description	845 Grand Avenue
	Planned Activities	CDBG funds would be used to create an accessible second floor including an elevator lift, widening doors and removing walls to provide an accessible training/meeting room for clients with disabilities in its existing facility at 845 Grand Avenue.
14	Project Name	Center for Independence Ability Gardens
	Target Area	City-Wide
	Goals Supported	Suitable Living Environment - Non-Housing
	Needs Addressed	Non-Housing Community Development Infrastructure Special Needs Populations and Other Human Services
	Funding	CDBG: \$4,700
	Description	The Center for Independence provides a variety of services to disabled persons in the community. The project is to construct an accessible garden in the front yard of the main program office.
	Target Date	12/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	400
	Location Description	740 Gunnison Avenue

	Planned Activities	Utilizing the existing front yard landscape area at the facility at 740 Gunnison Avenue, CDBG funds will be used to construct a 1,220-square foot demonstration garden to involve and support the disabled community. The publically visible garden would feature handicap-accessible raised beds, elevated wheelchair stations, and recycled-carpeting pathways.
15	Project Name	Riverside Park Improvements
	Target Area	Census Tracts
	Goals Supported	Suitable Living Environment - Non-Housing
	Needs Addressed	Non-Housing Community Development Infrastructure
	Funding	CDBG: \$25,000
	Description	Riverside Park is in an older, CDBG-eligible neighborhood. Working with the neighborhood, the City has determined upgrades are needed to improve the park for safety and usability.
	Target Date	12/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	1500
	Location Description	Riverside Park
	Planned Activities	CDBG funds will be used for initial park improvements including: 1) Close Riverside Park Dr/Convert to Trail; 2) Concrete Path around Park; 3) Split Rail Fence Along Alley East Side of Park; and 4) Concrete barriers at Fairview Ave (if street closed). 2018 funding added to 2017 funding.
16	Project Name	Grand Avenue 9th and 10th Safe Routes to School
	Target Area	Census Tracts
	Goals Supported	Suitable Living Environment - Non-Housing
	Needs Addressed	Non-Housing Community Development Infrastructure
	Funding	CDBG: \$60,000
	Description	Heavily utilized on-street parking along Grand Avenue as well as the width of the roadway and vehicular speed causes visibility and safety challenges and an increased crossing distance for pedestrians and bicyclists. 9th Street is the preferred school walking corridor for East Middle and Chipeta Elementary Schools. 10th Street is the preferred bicycle corridor connecting CMU and downtown.
	Target Date	12/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	1500
Location Description	Grand Avenue between 9th and 10 Streets - Emerson and Washington Park Neighborhoods	

	Planned Activities	CDBG funds will be used to create curb extensions (bulb-outs) on all four corners of the intersections of 9th Street and Grand Avenue and 10th Street and Grand Avenue.
17	Project Name	Pinyon Avenue 13th to 15th Safe Routes to School
	Target Area	Census Tracts
	Goals Supported	Suitable Living Environment - Non-Housing
	Needs Addressed	Non-Housing Community Development Infrastructure
	Funding	CDBG: \$60,000
	Description	No sidewalk exists on either the north or south side of Pinyon Avenue between 13th and 15th Streets which is a walking route to Orchard Avenue Elementary School.
	Target Date	12/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	1500
	Location Description	Pinyon Avenue between 13th Street and 15th Street
	Planned Activities	CDBG funds will be used to construct 640 feet of curb, gutter and sidewalk and 2 accessible ramps per side of the street.
18	Project Name	Downtown Residential - Replace Lead Water Lines
	Target Area	Census Tracts
	Goals Supported	Suitable Living Environment - Non-Housing
	Needs Addressed	Non-Housing Community Development Infrastructure
	Funding	CDBG: \$20,000
	Description	1985 amendments to the Safe Drinking Water Act banned the use of lead pipes and leaded solders for drinking water lines. Remaining lead pipe sections represent the greatest potential source of lead in drinking water. The City estimates about 200 lead service lines remain in the City's water district and has developed a proactive replacement program for them. Currently, the property owner is responsible for replacement of private water lines from the water main to their home.
	Target Date	12/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	20
	Location Description	Northeast quadrant of original square mile of City - Washington Park Neighborhood
Planned Activities	CDBG funds will be used for a pilot program for up to 20 properties within a downtown CDBG-eligible neighborhood, providing an incentive of \$1,000 per home for the replacement of the customer-owned portion of a lead service line.	
19	Project Name	24-1/2 Road Pedestrian Improvements
	Target Area	Census Tracts

	Goals Supported	Suitable Living Environment - Non-Housing
	Needs Addressed	Non-Housing Community Development Infrastructure
	Funding	CDBG: \$13,500
	Description	Grand Valley Transit's (GVT) West Transfer Station has increased pedestrian activity in the area. Recent commercial development to the west included a trail connection between Patterson Road and 24-1/2 Road across from the GVT Station on the east side of 24-1/2.
	Target Date	12/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	1500
	Location Description	24-1/2 Road at Flat Top Lane
	Planned Activities	CDBG funds will be used to construct an improved pedestrian crossing at this location with a median refuge that reduces the unprotected crossing distance as well as signs and markings to improve pedestrian safety along the corridor.
20	Project Name	Karis, Inc. Purchase Drop-In Day Center for Youth
	Target Area	City-Wide
	Goals Supported	Suitable Living Environment - Homeless
	Needs Addressed	Homeless
	Funding	CDBG: \$14,370
	Description	Karis, Inc. operates the Fourth House (a basement unit in 362 Main Street) as a drop-in center for homeless unaccompanied youth that provides showers, meals, clothing, laundry, addiction counseling, art groups, access to computers and crisis and employment services. Karis has served 142 youth since last fall at the facility.
	Target Date	12/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	150
	Location Description	462 Main Street
	Planned Activities	CDBG funds will be used towards the acquisition of this condominium unit on the property.

AP-50 Geographic Distribution – 91.220(f)

All funds are expended within the City limits or are directed to services and public improvements for city residents. The City of Grand Junction does not limit the use of CDBG funds to any specific geographical location within the City. Nor does the City of Grand Junction limit the use of CDBG funds to any specific groups based on race, minority or ethnic concentration. All funds will be used to serve persons with low to moderate income who live within the Grand Junction city limits. CDBG allocation priorities are based on need, income level of persons to be served and whether or not a proposed activity meets one of the national objectives and the City’s objectives outline in the Five-Year Consolidated Plan. All CDBG funds received from HUD during the 2016-2020 timeframe will be used to address at least one of the priority need categories outlined in the Five-Year Consolidated Plan.

Target Area	Percentage of Funds
Census Tracts	38
City-Wide	62

Table 10 - Geographic Distribution

Rationale for Geographic Allocation Priorities

Allocation of investments must be within the City limits and, as applicable, in areas of low to moderate income households are more prevalent in the central and east/southeast parts of the city and areas of racial/minority concentration are more prevalent in the central and eastern parts of the city. Refer to the map included in AP-05 that illustrates the locations of the 2018 Program Year projects.

AP-55 Affordable Housing – 91.220(g)

Housing stock numbers in Grand Junction rose between 2000 and 2010, from 42,391 to 54,507 units. Homeownership declined slightly from 71 percent to 69.6 percent. There was an increase in vacant housing units, from 1,957 to 3,440 units. The number of homes not available to the market are a housing concern. With 798 such units in 2010, they may present opportunities for rehabilitation and should be further assessed.

In terms of housing production, the number of permits issued for construction for all units in Mesa County peaked in 2006 before declining sharply. The majority of the new units were single family homes. The median home value increased from \$121,500 in 2000 to \$217,700 in 2010. Median rent also increased from \$496 to \$715.

A 2015 Rental Vacancy Survey found a rate of 6.8 percent for single family homes and 4.1 percent for apartments. The most frequently surveyed type were two bedroom units, with the most frequent being apartment units. The average rent for single family units was \$1,153 and the average for apartment units was \$743.

Households that experience housing problems such as overcrowding, substandard utilities and cost burdens are considered to have unmet housing needs. There were 18,649 such households, which represented 38.6 percent of Grand Junction households in 2010. The most common type of housing problem (35.6 % owners, 50.2 renters) was cost burden - households that spend more than 30 percent of their income on housing.

Housing for the homeless continues to be a need in Grand Junction. According to the 2017 count, there

were 482 adults, 150 unaccompanied youth and 500 children. Local shelters serve approximately 1,300 unduplicated persons with shelter and meals. Group home housing for persons with special needs, has a capacity of 1,423 beds, of which 1,119 were filled in 2015.

Based on this evaluation and the *Grand Valley Housing Needs Assessment*, the highest need is for rental assistance for lower income housing and those with special needs to ease cost burdens; provision of more affordable multifamily units; and provision of more transitional and emergency housing.

One Year Goals for the Number of Households to be Supported	
Homeless	1,350
Non-Homeless	20
Special-Needs	398
Total	1,768

Table 11 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	418
Acquisition of Existing Units	0
Total	418

Table 12 - One Year Goals for Affordable Housing by Support Type

AP-60 Public Housing – 91.220(h)

The City of Grand Junction has no public housing units but recently coordinated completion of the *Grand Valley Housing Needs Assessment* to examine the current local housing situation. The report includes a thorough assessment of local market conditions, a detailed forecast of current and future demand across the spectrum of housing needs, identification of housing challenges and recommendations and actions to begin to address the market needs. It is anticipated that City staff and community entities will continue to collaborate on efforts based on the *Housing Needs Assessment*.

The Grand Junction Housing Authority no longer holds any public housing. Several other local organizations hold vouchers, primarily for special needs populations. The City of Grand Junction has worked closely with the Grand Junction Housing Authority as it has phased out public housing in Grand Junction and constructs developments in a more sustainable affordable housing model. The City has a history of providing building and development fee deferrals or reductions and grants funds to the Housing Authority and other housing providers for the construction of new affordable units.

There are no public housing units in the Grand Junction area. Consequently, the City will not be spending any CDBG funds on public housing in the 2018 Program Year but will continue to support the housing entities in the community in their pursuit of other funding sources. So far, during the 2016 Five-Year Consolidated Plan some steps were taken to address housing needs. For example, in 2016, CDBG funds were used towards the rehabilitation of 2 housing units for homeless vets and 98 units for seniors. In addition, CDBG funds were used towards the acquisition of a home for homeless teens and

young adults. In 2017, CDBG funds were allocated for the Critical Home Repair Program operated by Housing Resources of Western Colorado which is still underway, with 16 housing units repaired for low and moderate income households having been completed thus far. Recently, the City provided financial support for a new senior housing development to be owned and operated by the Grand Junction Housing Authority known as the Highland Apartments. The development will ultimately include 136 units, the first phase of which was completed in May 2017 and the second phase is currently under construction.

Actions to Address the Needs of Public Housing

The City will not be undertaking actions in the next year to address the needs of public housing but, as stated above, the Grand Junction Housing Authority will be completing a second phase of the Highland Apartments (72 more units) during the coming year.

Actions to Encourage Public Housing Residents to become More Involved in Management and Participate in Homeownership

Residents of all housing developments, including those in accessible units, owned and operated by the Grand Junction Housing Authority and Housing Resources of Western Colorado are encouraged to participate in their respective housing communities. Participation typically involves volunteering to serve on a community board or committee that meets with staff to discuss issues, concerns and ways to resolve them to improve housing conditions for all residents.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Homelessness presents a growing challenge to Grand Junction. The combination of low wages, high unemployment rate and rising housing costs is making a growing percentage of the general population vulnerable to loss of housing, and making it more difficult for the homeless to work their way off of the streets. In addition, the high percentage of individuals and families without health insurance benefits makes many households vulnerable to housing loss in the event of an expensive major illness.

Prior to 2000, local data about the homeless had been primarily informal, as there had not been a coordinated community effort to build local demographic statistics. Although it is very difficult to accurately determine the number of homeless, Grand Junction has regularly completed a count since 2000. The most recent point in time survey available was conducted in January 2017 and resulted in an estimated population of 482 unsheltered adults, 150 unaccompanied youth and 500 children. Local groups believe that the actual number of homeless in Grand Junction is greater because the survey did not include “couch surfers” or those who found a hotel or place to stay. The results show that 11 percent of the homeless are under 18, while 24 percent are under 25. Nearly half of the individuals who took the survey said they have some sort of disability, with chronic physical illness being the most common.

One-Year Goals and Actions for Reducing and Ending Homelessness

CDBG are the only federal funds allocated to the City that can be used to address homeless needs and to prevent homelessness. For the 2018 Program Year Action Plan, funds will be allocated to Karis, Inc. to provide mental health services for homeless, unaccompanied youth and purchase a drop-in day center for this population, and to HomewardBound to replace the roof on the community homeless shelter. In addition, other 2018 activities will address homeless persons as a portion of the clients served by several organizations including Partners and the Counseling and Education Center.

Generally, the City of Grand Junction is supportive of the community's homeless providers. The Colorado Coalition for the Homeless is responsible for the Balance of State Continuum of Care (CoC) for Grand Junction. Over the past decade, Grand Valley Catholic Outreach has constructed 63 new apartments in 3 complexes that are used for permanent housing for the homeless. The City assisted with these projects through CDBG funds, development fee relief and general funds. As these projects are completed, they are reported through the MHIS system by the Coalition as part of the plan to end chronic homelessness. Obstacles include insufficient CDBG funding to help fund these and other needed projects that help the homeless population of Grand Junction.

The City will also continue to support the various homeless providers with letters of support and letters of consistency with the Consolidated Plan as they compete for and request outside funding including other federal and state grants for homeless activities including prevention.

Addressing Emergency Shelter and Transitional Housing Needs of Homeless Persons

The Grand Valley Coalition will continue to study the results of the latest survey and the Vulnerability Index study to determine the best way to solve the homeless problem. In its Continuum of Care Plan, the Coalition has identified that the priority homeless needs are for transitional housing, case management, and housing placement. The Plan is intended to provide a continuous network of housing and service support for persons working to permanently leave the streets. The City will grant 2018 CDBG funds to the Grand Junction Housing Authority for pre-development costs for a proposed new transitional housing project.

Helping Homeless Persons Transition to Permanent Housing and Independent Living

The community homeless shelter has adopted a new strategy that re-examines its role in the continuum of care that will focus attention on the shelter as a beginning rather than an end on moving individuals and families on a path from homelessness to self-sustainability in housing and employment. HomewardBound is working with many other local agencies to coordinate services provided to transition homeless individuals and families to permanent housing and independent living. 2012 CDBG funds were used to help HomewardBound purchase a property for construction of a new family center to house these services. The first phase is completed and fully occupied and the second phase is expected to be underway in 2018. In 2017, the City funded a CDBG project that is currently under construction to rehabilitate and expand the Homeless Day Center that is operated by Grand Valley Catholic Outreach. The three homeless projects funded in 2018 for Karis, Inc. (2 projects) and HomewardBound as well as the pre-development project for the Grand Junction Housing Authority will support the transition of homeless persons to permanent housing.

Helping Low-Income Individuals and Families Avoid Becoming Homeless

Local agencies in the community have their own discharge coordination policies. For example, Homeward Bound has policies in place to accommodate most people who are released from publicly funded institutions. The Grand Junction Community Homeless Shelter is available so that no one needs to be discharged to the streets. This includes persons discharged from correctional facilities, foster care, and mental and general health care facilities. For the vast majority of the persons in this situation, the Grand Junction Community Homeless Shelter is a viable alternative to sleeping on the streets. For those discharged from health care facilities with need for follow-up care or a rehabilitation period, there is a policy allowing limited daytime shelter at the shelter during periods of recovery. Other alternatives to homelessness for this population in Mesa County include the Freedom House, for formerly incarcerated

persons, and the Rescue Mission.

Through development of the Consolidated Plan, the community identified needs in the following community development areas: Transportation, Medical Services, Child Care and Youth. The high priority non-housing community development need summarized in Section NA 40 of the Five-Year Consolidated Plan includes the following:

- Childcare for people transitioning to work and working low income
- Better coordination between public transportation planning and location of childcare facilities for low/moderate income families
- Childcare with more flexible and weekend hours of operation
- Youth-oriented activities and programs that are coordinated in schedule and location for transportation to and from the facilities.
- Expansion of medical and mental health facilities
- Improvement and expansion of senior activity centers
- Facilities for abused adults and children
- Improvement and expansion of centers for the disabled
- Improvement and expansion of other facilities where human and public facilities are provided

In the past 5 years, the City funded Partners, STRiVE, Karis, Inc., the Marillac Clinic and HopeWest for projects related to child education, day care and other youth needs. Funds have also been allocated several years for the Foster Grandparent Program which serves early and elementary-aged children with special programs at various child care and education locations.

In addition, the City of Grand Junction supports homeless facilities and a variety of community services and programs, many of which are eligible for CDBG funding. Such projects funded for the 2018 Program Year are:

- Counseling and Education Center
- Partners
- Karis, Inc. Mental Health Services for Youth
- Karis, Inc. Acquisition of Drop-In Day Center for Homeless Youth
- HomewardBound of the Grand Valley Shelter Roof Replacement

AP-75 Barriers to Affordable Housing – 91.220(j)

As part of the *Grand Valley Housing Needs Assessment*, a public opinion survey was conducted. One of the questions asked respondents to check from a list the perceived barriers to housing production and affordable housing in the Grand Junction area. The highest rated responses were the cost of land or lots, the current state of the housing market, and the cost of labor. These factors are typically outside the control of local governments. The next highest rated responses included community resistance, cost of materials, lack of adequate public transportation and lack of affordable housing development policies. Of these, the latter could be considered a negative effect of public policies on affordable housing and residential investment. The *Housing Needs Assessment* also suggested a series of actions pertaining to public policy that are listed below. Based on these, the City has an opportunity to continue this discussion with other housing interests and work towards making changes to public policies to better support affordable housing and residential investment.

RECOMMENDATION: Encourage Low to Moderate Income Housing

- Encourage affordable housing development through density bonus, fee deferments or waivers, and other forms of cost benefits to developers.
- Increase the density of housing in some areas that could accommodate higher density rental development to maximize housing in residential zone districts

RECOMMENDATION: Encourage Rental Housing Development

- Assess areas that can accommodate additional rental/multifamily development within the range of existing infrastructure and accommodations.
- Encourage rental developments through development incentives and fee waivers.
- Review zoning requirements that may limit rental/multifamily developments and areas of increased density, especially in areas adjacent to existing amenities and infrastructure.

Actions to Remove/Ameliorate Effects of Public Policies that may be Barriers to Affordable Housing

Based on the *Housing Needs Assessment*, the City will partner with others to develop an affordable housing strategic plan. Other actions to be undertaken in this area are outlined in the *Analysis of Impediments* as listed below.

- Review zoning requirements that may limit multifamily developments
- Encourage mixed income development
- Encourage affordable housing development through incentives.

2018 projects that accomplish fair housing goals are listed below.

- Administration funds (appx \$3000) will be used to improve information available to citizens regarding fair housing and, working with the FHEO, the City will finalize/implement its Limited English Proficiency Plan. 2018 CDBG administration funds will be utilized by the Grand Junction Housing Authority to complete pre-development work on a proposed new transitional housing project.
- Six 2018 projects will improve/increase services for special needs populations that will help stabilize lives and move them towards self-sufficiency
- Seven 2018 projects will improve facilities for agencies that serve low and moderate income

persons and help them attain fair and affordable housing.

- Five 2018 projects will improve physical infrastructure of low and moderate income neighborhoods and maintain the value of affordable housing areas.
- The Housing Authority will complete the Highland Apartments. While CDBG funds are not being used, the City has made other commitments to the project that adds affordable units in the community.
- The City will continue implementation of its Comprehensive Plan and updated Zoning and Development Code that help remove housing impediments/barriers.
- The local transit system will continue to expand its operating hours and routes to be more available to persons using the bus to travel to locations for education and employment.
- The City will continue to work with economic development partners to promote development of new businesses or expand existing ones and improve wage levels.

As described in the 5-Year Plan and in AP-35, there are many community needs and obstacles to addressing them. These include a growing need for services, limited funds, availability of accessible and affordable housing, gaps in affordability, and increased compliance and technical skills required for administering the CDBG program.

AP-85 Other Actions – 91.220(k)

Actions to Address Obstacles to Meeting Underserved Needs

Obstacles to meeting underserved needs include, but are not limited to:

- 1) The decrease in financial support available to local government and organizations.
- 2) The number of foreclosures within the community caused by job loss and other factors, increasing the number of households in need of housing and other services.
- 3) The disparity of wage level and housing costs, increasing poverty, increasing unemployment and an aging population demanding more services.

Actions planned to address these obstacles involve many of the coordination and participation activities that are ongoing in the community, many of which are discussed throughout the Consolidated Plan.

- a) Support agencies and organizations as they seek funding for activities to be able to leverage as much financial support as possible for priority projects.
- b) Support and promote classes offered by local housing entities that address foreclosure prevention.
- c) Continue economic development efforts with partners; support and coordinate with local housing agencies that provide affordable housing options; and support ongoing activities and services that promote family stabilization.

Actions to Foster and Maintain Affordable Housing

During the 2018 Program Year, there are two activities to be funded with CDBG that will help foster and maintain affordable housing: Hilltop Bacon Campus Fire Safety Project and the Lead Water Line Replacement project which is to be carried out by the City.

Actions to Reduce Lead-Based Paint Hazards

The City of Grand Junction estimates that 10,000 housing units in Grand Junction were constructed prior to 1978 and that a high percentage of these homes may contain lead-based paint. While it is not known the number of the homes containing lead-based paint that are occupied by low- to moderate-income residents, it is known that older homes are typically more affordable and that a high percentage of these older housing units are occupied by low- and moderate-income persons.

All activities funded with CDBG dollars through the City of Grand Junction must comply with federal regulations concerning lead-based paint. Lead-based paint reduction regulations are incorporated into all legal agreements between the City and grant subrecipients. Any residential units or facilities constructed prior to 1978 involved in a CDBG activity must undergo a lead-based paint evaluation by a certified inspector. Any CDBG-funded rehabilitation or demolition activities must comply with lead-safe regulations and mitigation practices.

The number of cases of children with elevated levels of lead in their blood has dropped significantly over the last fifteen years. The State of Colorado no longer supports a significant lead-based paint testing program state-wide. Thus, Mesa County Health Department does not proactively test persons (primarily children) unless there is reason to believe that the person has been exposed to lead. Between 2010 and 2014 testing of physician-referred children resulted in only 3 cases of abnormal results, none of which contained acute levels.

Specific Lead Based Paint Actions

- 1) Housing Resources of Western Colorado and the Grand Junction Housing Authority will continue to meet the requirements of the Federal Rule.
- 2) The City of Grand Junction will investigate, identify, coordinate and/or support additional efforts to address this potential health hazard. This includes complying with the Federal Rule as it applies to the expenditure of CDBG funds on the 2018 activities to which it applies.
- 3) The Grand Junction Housing Authority and other local entities will continue to provide information to residents concerning potential hazards of lead-based paint.

Actions to Reduce the Number of Poverty-Level Families

The Anti-Poverty Strategy is an effort to reduce the number of people earning low- to moderate-income wages and at risk of homelessness. This Strategy, described in the 2016 Five-Year Consolidated Plan, outlines community activities to:

- Collect demographic data regarding poverty levels to identify the problem and monitor trends;
- Focus on a continuum of prevention and intervention strategies/activities by age group to prevent/deter persons from entering poverty situations;
- Encourage efforts to raise earned income levels;
- Maintain a strong diversified economic base;
- Increase the employability of recipients of public benefits;
- Attract higher paying employers to Grand Junction;
- Increase access to employment through expansion of the service area and hours of operation of the public transportation system and through the availability of responsible affordable childcare;
- Foster increased household stability through educational programs, drug and alcohol rehabilitation programs, and services to persons with special needs;

- Support efforts to reduce the possibility of catastrophic expense through the provision of essential healthcare to the uninsured and the availability of effective public transportation to reduce the dependence of low-income persons on private automobiles and their associated costs.
- Focus affordable housing development near employment centers.

Specific Actions for Reducing Poverty Level

a) Collect data regarding poverty levels and local demographics to better identify the problem and monitor trends including the following:

- Point in Time Homeless Survey
- Mesa County Human Services data
- School District 51 data including Free and Reduced Lunch statistics
- Grand Junction Housing Authority depth of poverty data

b) Continue Work on an Anti-Poverty Coalition

- Economic Development Partners and other stakeholders continue to work on issues and forming an Anti-Poverty Coalition. The Coalition would ultimately be responsible for implementing the Community's Anti-Poverty Strategy. Currently, a number of agencies and groups provide programs and services that improve poverty status including Grand Valley Catholic Outreach, the Red Cross and the Grand Valley Interfaith Network.

c) Analyze results of the recent Vagrancy and Vulnerability study completed by the Grand Junction Housing Authority to better understand the needs of poverty-level families and the homeless situation.

Actions to Develop Institutional Structure

The City Community Development Department provides the staff and framework for the institutional structure for administration of the Community Development Block Grant program. No visible gaps were found in the institutional delivery system. The City will continue to facilitate and foster relationships with agencies to strengthen public services, work with other local jurisdictions and organizations to improve the community, and participate in community efforts that allow for information sharing and dialogue concerning affordable housing, homelessness and special needs populations.

Actions to Enhance Coordination between Housing and Social Service Agencies

The City of Grand Junction will work with public and private housing and human service agencies to enhance coordination in the implementation of the Five-Year Consolidated Plan and each subsequent Annual Action Plan. Some of the actions the City will take are listed below.

- Coordinate meetings with community agencies and organizations to discuss community needs, funding opportunities, and potential partnerships.
- Offer technical assistance to agencies to discuss the sources of funding available, associated timelines for applying for funds and most impactful uses of funds.
- Offer technical assistance for potential developers and/or property owners that are considering new development or rehabilitation of existing housing.
- Survey housing units to determine rehabilitation needs to maintain affordable housing.
- Provide letters of support on behalf of affordable housing project proposals or other proposals from agencies that are requesting funding from external sources.

- Facilitate agency to collaboration to help the low-income homeowner population they serve.

As discussed in the Strategic Plan section of the Five-Year Consolidated Plan, the Community Development Department uses monitoring efforts to ensure that programs funded with CDBG are compliant with federal, state and local requirements. In order to achieve this goal, the City has developed a monitoring procedure for all CDBG funded projects. In the 2018 Program Year, staff will perform desk monitoring, technical assistance and on-site monitoring both pre- and post-award, which often includes consultation with HUD CPD staff to ensure program compliance. The amount of monitoring will vary dependent on the subrecipient's previous CDBG experience, performance and complexity of the project. Also, the City ensures compliance during setup, update and closeout of activity information in IDIS. IDIS tracks funds drawn and provides another level of monitoring to ensure project eligibility and program compliance. Additionally, regularly updating IDIS helps verify that subrecipients are on track with timely expenditures and outcomes. This ongoing review helps the City of Grand Junction identify needs of the subrecipient and provide additional support as necessary.

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Community Development Block Grant Program (CDBG) 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds available during the year are identified in Table 9. The City of Grand Junction will not incur program income for any of its 2018 Program Year activities. Inasmuch as possible, CDBG funds will be entirely expended to benefit persons of low and moderate income or presumed benefit with the exception of Program Administration funds.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	\$0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan: 2018.	100.00%

RESOLUTION NO. ____-18
**A RESOLUTION ADOPTING THE 2018 PROGRAM YEAR ACTION PLAN AS A
PART OF THE GRAND JUNCTION FIVE-YEAR CONSOLIDATED PLAN FOR THE
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

RECITALS.

WHEREAS, the City of Grand Junction was designated as an Entitlement Community by the U.S. Department of Housing and Urban Development in 1996;

WHEREAS, this designation entitles Grand Junction to an annual grant of funds under the CDBG Program;

WHEREAS, to be eligible for funding, the City of Grand Junction must submit an annual Program Year Action Plan to be adopted as part of the City's Five-Year Consolidated Plan which serves as a federally-required planning document that guides community development efforts in Grand Junction;

WHEREAS, the primary objective of the City's Consolidated Plan and CDBG Program is the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income;

WHEREAS, the planning process in developing the 2018 Program Year Action Plan included an emphasis on Citizen Participation and interagency involvements;

WHEREAS, the Five-Year Consolidated Plan included a process of setting local priority needs and objectives through a coordinated effort with non-profit and government agencies in the community that serve the low income and special needs populations;
and

WHEREAS, the Five-Year Consolidated Plan established a strategic plan that addresses the priority needs, goals and strategies identified by the community that will be undertaken between 2016 and 2020.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO that the CDBG 2018 Program Year Annual Action Plan, as a part of the Five-Year Consolidated Plan is hereby adopted.

Adopted this ____ day of _____, 2018.

ATTEST:

City Clerk

President of City Council



Grand Junction City Council

Regular Session

Item #5.b.i.

Meeting Date: June 18, 2018

Presented By: Kristen Ashbeck, Senior Planner/ CDBG Admin

Department: Community Development

Submitted By: Kristen Ashbeck
Community Development Department

Information

SUBJECT:

A Resolution Accepting a Petition for the Annexation and Ordinances Annexing and Zoning the KOA Annexation C-1 (Light Commercial), Located at 2819 Highway 50

RECOMMENDATION:

The Planning Commission recommended approval of the requested zoning at their May 22, 2018 meeting.

EXECUTIVE SUMMARY:

The Applicant, Two Rivers RV Park, LLC, also known as Grand Junction KOA Holiday, has requested annexation of the 9.636-acre KOA campground located at 2819 Highway 50. The proposed annexation includes 351 linear feet of the north 30 feet of the B Road right-of-way that has been deeded to the City of Grand Junction. The property is currently used as a commercial campground. The owner is requesting annexation to be able to gain additional advertising through Visit Grand Junction.

The Applicant is requesting zoning of the property associated with the 9.636-acre KOA Annexation. The request is to zone the property located at 2819 Highway 50 as C-1 (Light Commercial). The property is currently used as a commercial campground (KOA) which is an allowed use within the City's C-1 (Light Commercial) zone district. The proposed zoning is consistent with the Comprehensive Plan Future Land Use Map.

BACKGROUND OR DETAILED INFORMATION:

The KOA Annexation consists of a single parcel of land plus 351 linear feet of the north

30 feet of the B Road right-of-way that has been deeded to the City, totaling 9.636 acres located at 2819 Highway 50 on Orchard Mesa. The property is currently used as a year-round commercial campground with cabins and recreation vehicle and tent spaces. The site contains an office building that has an apartment unit on the second floor which is occupied by the owners of the KOA. The Applicant has no plans to further develop the property other than to continue to improve it per franchise requirements as well as update the site consistent with the market demands in the recreational vehicle and camping market. For example, the Applicant does plan to replace some recreational vehicle spaces with cabins due to the KOA franchise suggestions.

Annexation is requested in order to gain additional advertising through Visit Grand Junction. The Applicant also believes the City's campground regulations and Code Enforcement assistance are conducive to their continued efforts to improve the property.

The Applicant is requesting a C-1 (Light Commercial) zoning designation which is the same as the property's current County zoning. A campground is an allowed use within the C-1 zone district. This designation is consistent with the Comprehensive Plan Future Land Use Designation for the property which is Commercial.

The property is adjacent to existing city limits via contiguity with properties on the north side of Highway 50 and is within the Persigo 201 service area boundary as well as within the City's Urban Development Boundary. Because this property is already developed it is not considered "Annexable Development" as defined in the Persigo Agreement, however future development, redevelopment or improvement may be considered "Annexable Development requiring annexation under the 1998 Persigo Agreement. The property owner has signed a petition for annexation of the property. The B Road right-of-way adjacent to the south side of the annexation was originally part of the property but was recently deeded to the City in anticipation of the annexation request, however it is still required to be annexed and thus the 351 linear feet of the north 30 feet of the B Road right-of-way has been included in this annexation request.

NOTIFICATION REQUIREMENTS:

A Neighborhood Meeting was held on March 7, 2018 consistent with the requirements of Section 21.02.080 (e) of the Zoning and Development Code. Nine neighbors attended the meeting along with the Applicant and City Staff. The Applicant discussed the proposed annexation and the reasons for the request. Both the Applicant and Staff clarified that the annexation was for the KOA property only and that it did not create an enclave for future annexation. Staff also outlined the annexation process and future notification that will be made of hearings on the matter. There were no negative comments concerning the request.

Notice was completed consistent to the provisions in Section 21.02.080 (g) of the City's Zoning and Development Code. Mailed notice of the public hearing in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property on May 11, 2018 and the subject property was posted with an application sign on March 21, 2018.

ANNEXATION ANALYSIS:

Staff has found, 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 KOA 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.
- 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 proposed annexation and zoning schedule with a summary is attached.

ZONING ANALYSIS:

Pursuant to Section 21.02.140 (a) of the Grand Junction Zoning and Development Code, the City may rezone property if the proposed changes are consistent with the vision, goals and policies of the Comprehensive Plan and must meet one or more of the following rezone criteria as identified:

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

The current zoning of the parcel in unincorporated Mesa County is C-1 (Commercial) and the Future Land Use Map indicates the area to be Commercial. The proposed City zoning of C-1 is consistent with the existing zoning and the Future Land Use Map. The parcel is currently located within County jurisdiction and has a current County zoning

designation. Because this property is being considered for annexation, the act of annexation is an event that invalidates the County zoning and therefore a City zoning district needs to be applied. Staff therefore finds 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

This portion of the Highway 50 corridor has been commercial in nature for many years, with the existing commercial campground and the adjacent Mesa County Fairgrounds. The character or condition of the area has not changed therefore staff finds this criterion has not been met.

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

Since this site is an existing commercial campground, adequate public and community facilities and services exist and are sufficient to serve future development of potential improvements on the property. City Water and sanitary sewer are both presently available in the Highway 50 frontage road and B Road. The property is also served by Grand Valley Power (electric) and Xcel Energy (natural gas). Due to the proximity and availability of services and facilities, staff finds 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

As previously stated, the proposed C-1 zoning is consistent with the Commercial designation on the Future Land Use Map of the Comprehensive Plan. This portion of the Highway 50 corridor was designated Commercial to support existing non-residential uses as well as the potential for commercial growth and a Neighborhood Center located near the B-1/2 Road and Highway 50 intersection just west of the KOA property. This designation on the Future Land Use Map suggests that there is a need for more commercially-zoned properties along this corridor or at least a need to retain the commercial zoning that exists. Therefore, Staff found this criterion to have been met.

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

The community and Orchard Mesa area would derive benefits from the proposed zoning of this property as it would afford the Applicant additional commercial opportunities to enhance and expand an existing viable local business along the Highway 50 corridor. This supports the Comprehensive Plan and furthers the goal of sustaining a diverse economy. Because the community and area will derive benefits,

staff has found this criterion has been met.

Section 21.02.140 of the Grand Junction Zoning and Development Code states that the City may rezone property if the proposed changes are consistent with the vision, goals and policies of the Comprehensive Plan.

The Comprehensive Plan Future Land Use Map designates the property as Commercial. The request for a C-1 zone district is consistent with the Commercial designation. The zoning will implement the Comprehensive Plan. Further, the zoning request is consistent with the following goals and policies of the Comprehensive Plan.

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

Policy A: City and County land use decisions will be consistent with the Future Land Use Map.

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

Policy B: Create opportunities to reduce the number of trips generated for shopping and commuting and decrease vehicle miles traveled.

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

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

Section 21.02.160(f)

Section 21.02.160(f) of the Grand Junction Municipal 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 shows this area to develop in the Commercial category. The Applicant's request to zone the property C-1 (Light Commercial) is consistent with the Comprehensive Plan.

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the Zoning of the KOA Annexation, ANX-2018-131, a request to zone the 9.636-acre property to the C-1 (Light Commercial) zone district, the following findings of fact have been made:

1. The requested zone is consistent with the goals and policies of the Comprehensive Plan;

2. More than one of the applicable review criteria in Section 21.02.140 of the Grand Junction Municipal Code have been met; and.

3. The applicable review criteria in Section 21.02.160(f) of the Grand Junction Municipal Code have been met.

FISCAL IMPACT:

Revenue

The provision of municipal services will be consistent with adjacent properties already in the City. Property tax levies and municipal sales/use tax will be collected, as applicable, upon annexation.

Based on the current assessed values of the annexation area, the City property tax revenue is estimated to be \$2,300 annually. Sales and use tax revenues will be dependent on consumer spending on City taxable items for residential and commercial uses. Currently there is one business within the annexation that would be subject to licensing with the City and collecting City sales tax and lodging tax on rentals of less than 30 days.

Currently the property is in the Grand Junction Rural Fire District (Rural District) which is served by the Grand Junction Fire Department through a contract with the Rural District. The Rural District collects a 5.938 mill levy that generates \$1,700 per year in property taxes that are passed on to the City of Grand Junction per the contract. If annexed the Rural Fire District mill levy will be removed and the City's 8 mills that will generate \$2,300 per year will need to pay for not only fire and emergency medical services but also other City services provided to the area. City services as discussed below are supported by a combination of property taxes and sales/use taxes.

Infrastructure

The southern portion of the property has approximately 351 feet of frontage along B Road. The half road width is approximately 13 feet. Total amount of asphalt to be maintained as a result of this annexation is 606 square yards that has a pavement condition index near 60. The next chip seal cycle for this area is currently proposed for 2024. There is no access taken from this property to B Road.

There are no street lights present on B Road. Street sweeping, storm drain maintenance and B Road striping within these areas would be limited and is estimated at \$50/year.

The northern portion of the property fronts Colorado Department of Transportation (CDOT) U.S. Highway 50 frontage road and as such transportation infrastructure appears sufficient to meet the demands of the existing and proposed development.

Highway 50 is maintained by CDOT.

If future improvements on the site result in increased sewage generated, the downstream sewer capacity is adequate to accommodate the increase. The net impact of the additional service will be covered through plant investment fees and subsequent additional monthly rate increases.

Public Safety

Grand Junction Police Department (GJPD) anticipates response to an average of 20 calls per year to this property. Based on this estimate, GJPD does not anticipate a need for an increase in personnel or equipment in order to provide law enforcement services to the property within this proposed annexation. However, the cumulative impact of future annexations and/or developments will have an eventual impact on services that will require an increase in law enforcement personnel and equipment in order to provide adequate services.

No changes in fire protection and emergency medical response are expected due to this annexation. Primary response is from Fire Station 4 at 2884 B ½ Road and secondary response from Fire Station 1 at 620 Pitkin Avenue. Response time from Fire Station 4 is within National Fire Protection Association guidelines and in the last five years there have only been 21 incidents at this location. This incident load is not predicted to change substantially as a result of this annexation and Fire Station 4 does have capacity if this changes in the future.

Other, Including Parks

Weed abatement will occur on a complaint basis and will be minimal. There is no park maintenance required with this annexation. An existing neighborhood Park (Lions Club Park) owned and maintained by Mesa County is adjacent to the west of this property at the Mesa County Fairgrounds. The City also has an undeveloped park (Burkey Park south) located less than a quarter mile away.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 39-18, 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 KOA Annexation, located at 2819 Highway 50 is eligible for annexation, Ordinance No. 4805, an ordinance annexing territory to the City of Grand Junction, Colorado, KOA Annexation, approximately 9.636 acres, located at 2819 Highway 50, and Ordinance No. 4806, an ordinance zoning the KOA Annexation to C-1 (Light Commercial), located at 2819 Highway 50 on final passage and order final publication in pamphlet form.

Attachments

1. ATTACHMENT 1 - Annexation Background
2. ATTACHMENT 2 - Annexation Maps
3. ATTACHMENT 3 - Site Photos
4. ATTACHMENT 4 - Annexation Resolution
5. ATTACHMENT 5 - Annexation Ordinance
6. ATTACHMENT 6 - KOA Annexation Zoning Ordinance

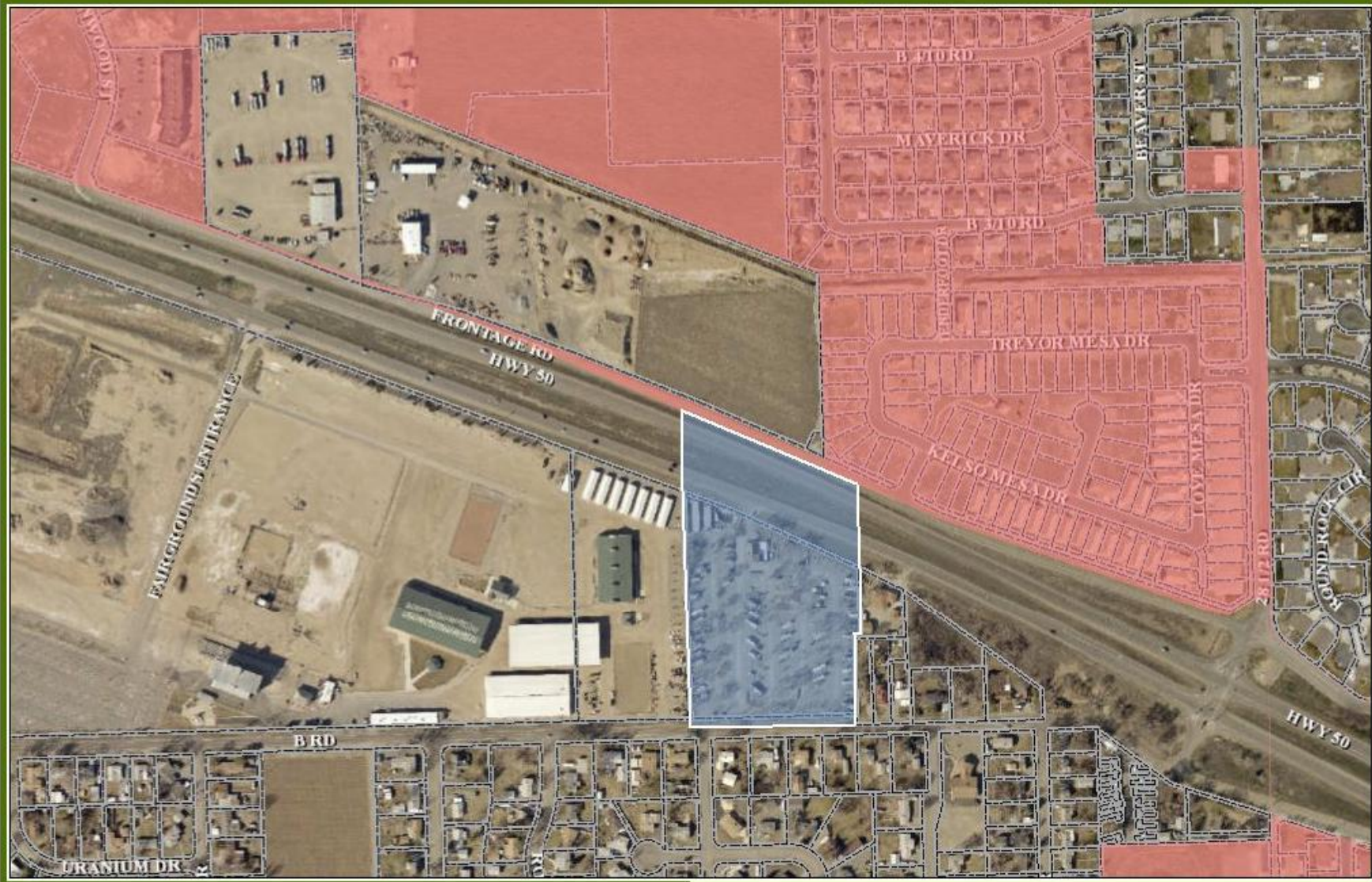
KOA ANNEXATION SCHEDULE

April 18, 2018	Referral of Petition, Intro Proposed Ordinance, Exercise Land Use
May 22, 2018	Planning Commission Considers Zone of Annexation
June 6, 2018	City Council Intro Proposed Zoning Ordinance
June 18, 2018	City Council Accept Petition/Annex and Zoning Public Hearing
July 19, 2018	Effective Date of Annexation and Zoning

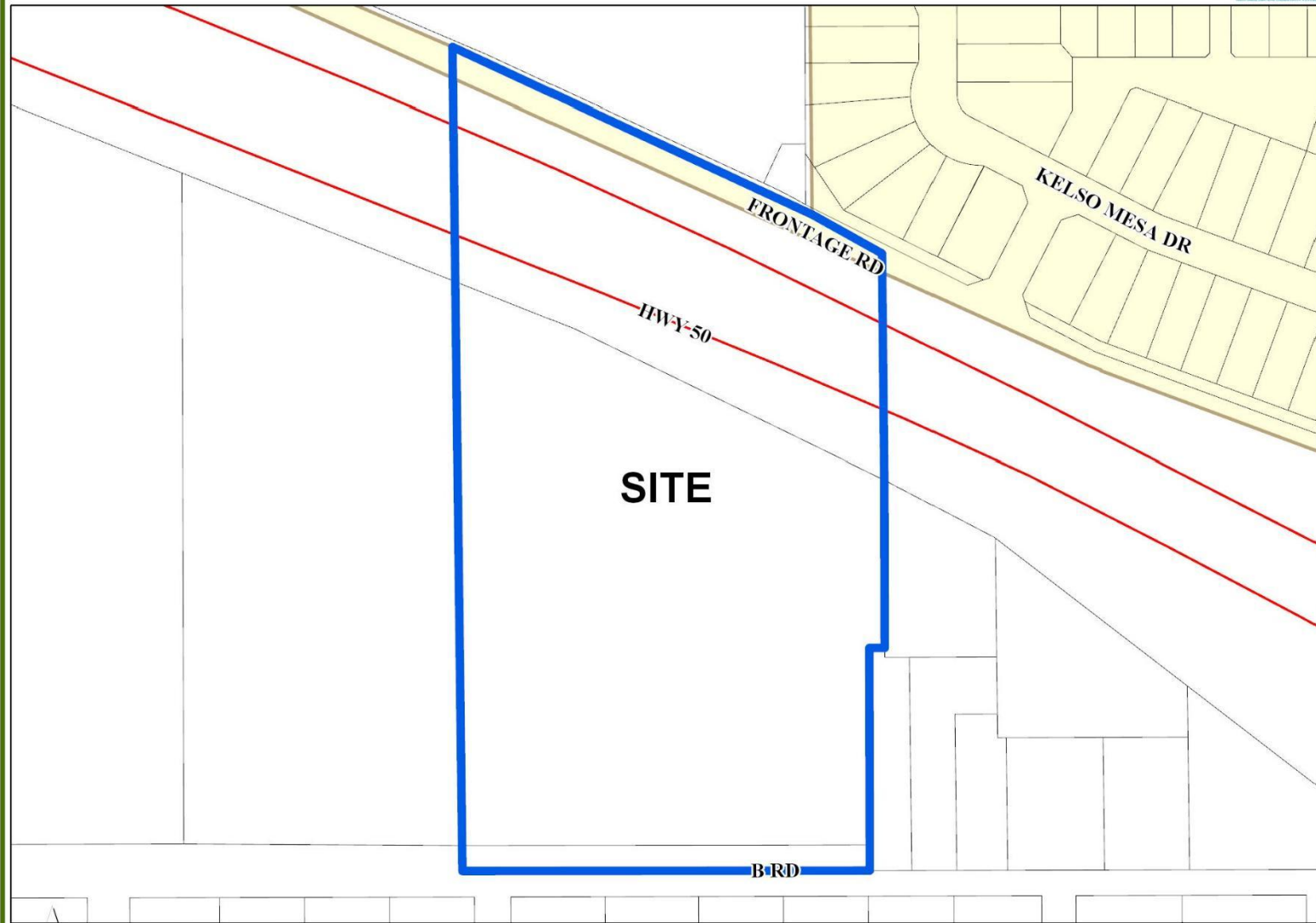
ANNEXATION SUMMARY

File Number		ANX-2018-131	
Location		2819 Highway 50	
Tax ID Number(s)		2943-303-00-280	
Number of Parcel(s)		1	
Existing Population		2	
No. of Parcels Owner Occupied		1	
Number of Dwelling Units		1 – apartment above office	
Acres Land Annexed		9.636	
Developable Acres Remaining		0	
Right-of-way in Annexation		One-half B Road Right-of-Way	
Existing County Zoning		C-1	
Proposed City Zoning		C-1	
Surrounding Zoning:	North	C-2 (Mesa County) and R-8	
	South	RSF-4 (Mesa County)	
	East	RSF-4 (Mesa County)	
	West	PUD (Mesa County)	
Current Land Use		Commercial KOA Campground	
Proposed Land Use		Same	
Surrounding Land Use:	North	Commercial and Single Family Residential	
	South	Single Family Residential	
	East	Single Family Residential	
	West	Mesa County Fairgrounds	
Comprehensive Plan Designation		Commercial	
Zoning within Comprehensive Plan Designation		Yes	X No
Values:	Assessed	\$287,860	
	Actual	\$1,081,240	
Address Ranges		2819 Highway 50	
Special Districts:	Water	Ute Water	
	Sewer	201 Service Area / City of Grand Junction	
	Fire	City of Grand Junction	
	Irrigation/Drainage	Orchard Mesa Irrigation and Drainage Districts	
	School	GJHS/OMMS/Mesa View	
	Pest	Grand River Mosquito Control	

KOA ANNEXATION VICINITY MAP



KOA Annexation



0 50 100 200
Feet

 Annexation Boundary

 City Limits

Date: 3/26/2018

KOA Annexation

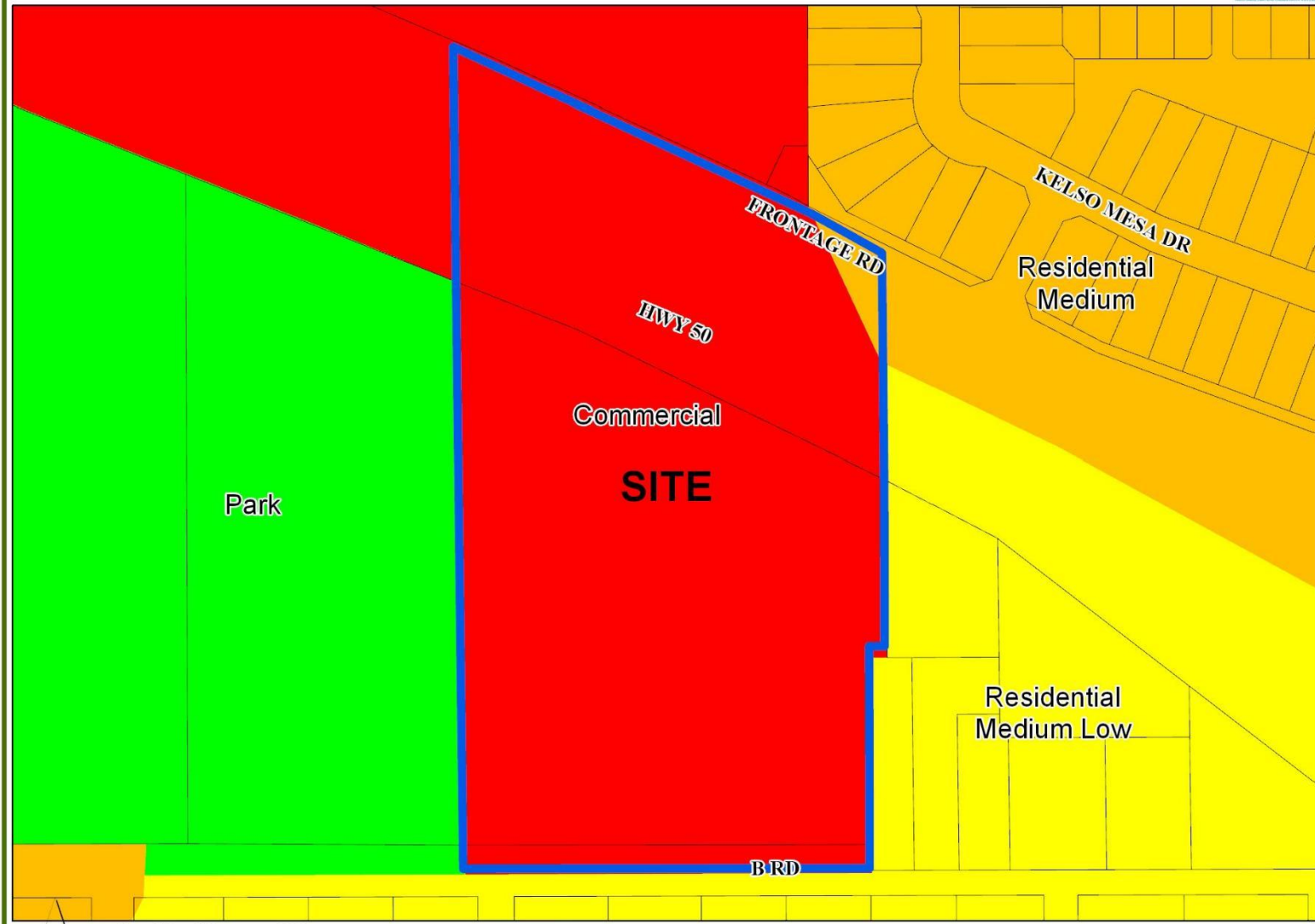


— Annexation Boundary

— City Limits

Date: 3/26/2018

KOA Annexation - Future Land Use

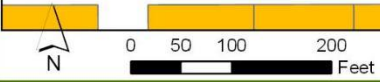
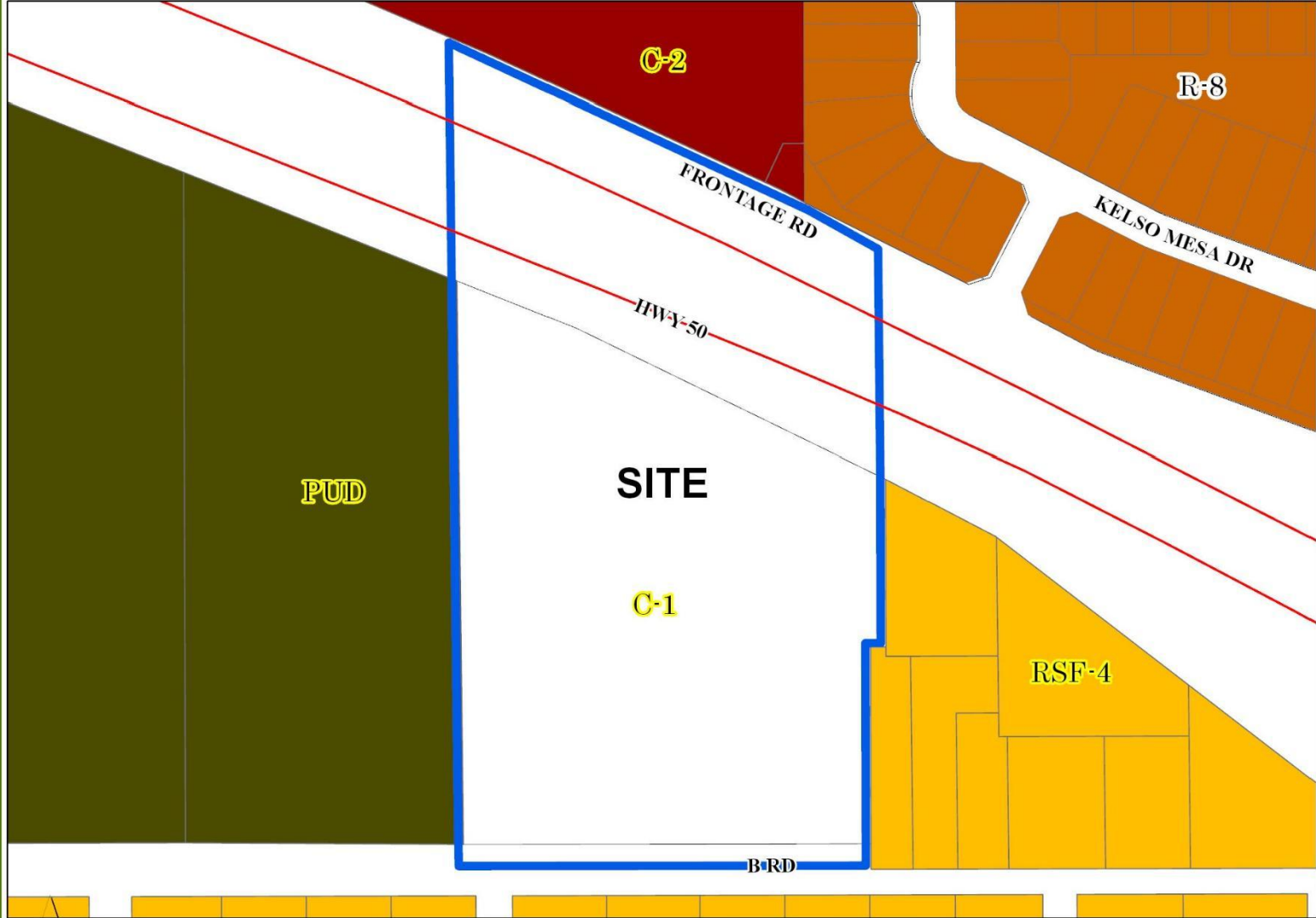


0 50 100 200 Feet

 Annexation Boundary

Date: 3/26/2018

KOA Annexation - Zoning



CITY ZONING COUNTY ZONING Annexation Boundary

Date: 3/26/2018



KOA Campground – Entry from Highway 50 Service Road



KOA Campground Looking North

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 KOA ANNEXATION, LOCATED AT 2819 HIGHWAY 50
IS ELIGIBLE FOR ANNEXATION**

WHEREAS, on the 18th day of April 2018, 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:

KOA ANNEXATION

A certain parcel of land lying in the South-Half of the Southwest Quarter (S 1/2 SW 1/4) of Section 30, Township 1 South, Range 1 East, Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Southeast corner of the Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4) of Section 30, Township 1 South, Range 1 East of the Ute Principal Meridian and assuming the South line of the SW 1/4 SW 1/4 of said Section 30 bears S 89°58'18" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 89°58'18" W along the South line of the SW 1/4 SW 1/4 of said Section 30, a distance of 351.08 feet; thence N 00°33'20" W, along that certain boundary line determined and established by those certain Quit Claim Deeds recorded in Book 5581, Pages 510 thru 513, Public Records of Mesa County, Colorado, a distance of 964.25 feet, more or less, to a point on the South line of Chipeta Pines Annexation No. 2, City of Grand Junction Ordinance No. 3191, as same is recorded in Book 2646, Page 301, Public Records of Mesa County, Colorado; thence Southeasterly along the arc of a 11,575.00 foot radius non-tangent curve, concave Southwest, whose long chord bears S 64°43'03" E, with a long chord length of 560.13 feet, thru a central angle of 02°46'22", an arc length of 560.18 feet; thence S 00°00'00" E, a distance of 463.73 feet; thence N 90°00'00" W, a distance of 18.04 feet; thence S 00°00'00" E, a distance of 261.00 feet, more or less, to a point on the South line of the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) of said Section 30; thence S 89°57'55" W, along said South line, a distance of 128.00 feet, more or less, to the Point of Beginning.

CONTAINING 419,753 Square Feet or 9.636 Acres, more or less, as described.

WHEREAS, a hearing on the petition was duly held after proper notice on the 18th day of June, 2018; 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 _____, 2018.

President of the Council

Attest:

City Clerk

NOTICE IS FURTHER GIVEN that a hearing will be held in accordance with the Resolution on the date and at the time and place set forth in the Resolution.

City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

KOA ANNEXATION

APPROXIMATELY 9.636 ACRES LOCATED AT 2819 U.S. HIGHWAY 50

WHEREAS, on the 18th day of April 2018, 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 18th day of June 2018; 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:

KOA ANNEXATION

A certain parcel of land lying in the South-Half of the Southwest Quarter (S 1/2 SW 1/4) of Section 30, Township 1 South, Range 1 East, Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Southeast corner of the Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4) of Section 30, Township 1 South, Range 1 East of the Ute Principal Meridian and assuming the South line of the SW 1/4 SW 1/4 of said Section 30 bears S 89°58'18" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 89°58'18" W along the South line of the SW 1/4 SW 1/4 of said Section 30, a distance of 351.08 feet; thence N 00°33'20" W, along that certain boundary line determined and established by those certain Quit Claim Deeds recorded in Book 5581, Pages 510 thru 513, Public Records of Mesa County, Colorado, a distance of 964.25 feet, more or less, to a point on the South line of Chipeta Pines Annexation No. 2, City of Grand Junction Ordinance No. 3191, as same is recorded in Book 2646, Page 301, Public Records of Mesa County, Colorado; thence Southeasterly along the arc of a 11,575.00 foot radius non-tangent curve, concave Southwest, whose long chord bears S

64°43'03" E, with a long chord length of 560.13 feet, thru a central angle of 02°46'22", an arc length of 560.18 feet; thence S 00°00'00" E, a distance of 463.73 feet; thence N 90°00'00" W, a distance of 18.04 feet; thence S 00°00'00" E, a distance of 261.00 feet, more or less, to a point on the South lie of the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) of said Section 30; thence S 89°57'55" W, along said South line, a distance of 128.00 feet, more or less, to the Point of Beginning.

CONTAINING 419,753 Square Feet or 9.636 Acres, more or less, as described.

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

INTRODUCED on first reading on the 18th day of April 2018 and ordered published in pamphlet form.

ADOPTED on second reading the _____ day of _____, 2018 and ordered published in pamphlet form.

President of the Council

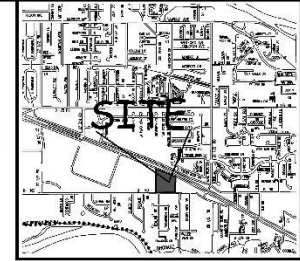
Attest:

City Clerk

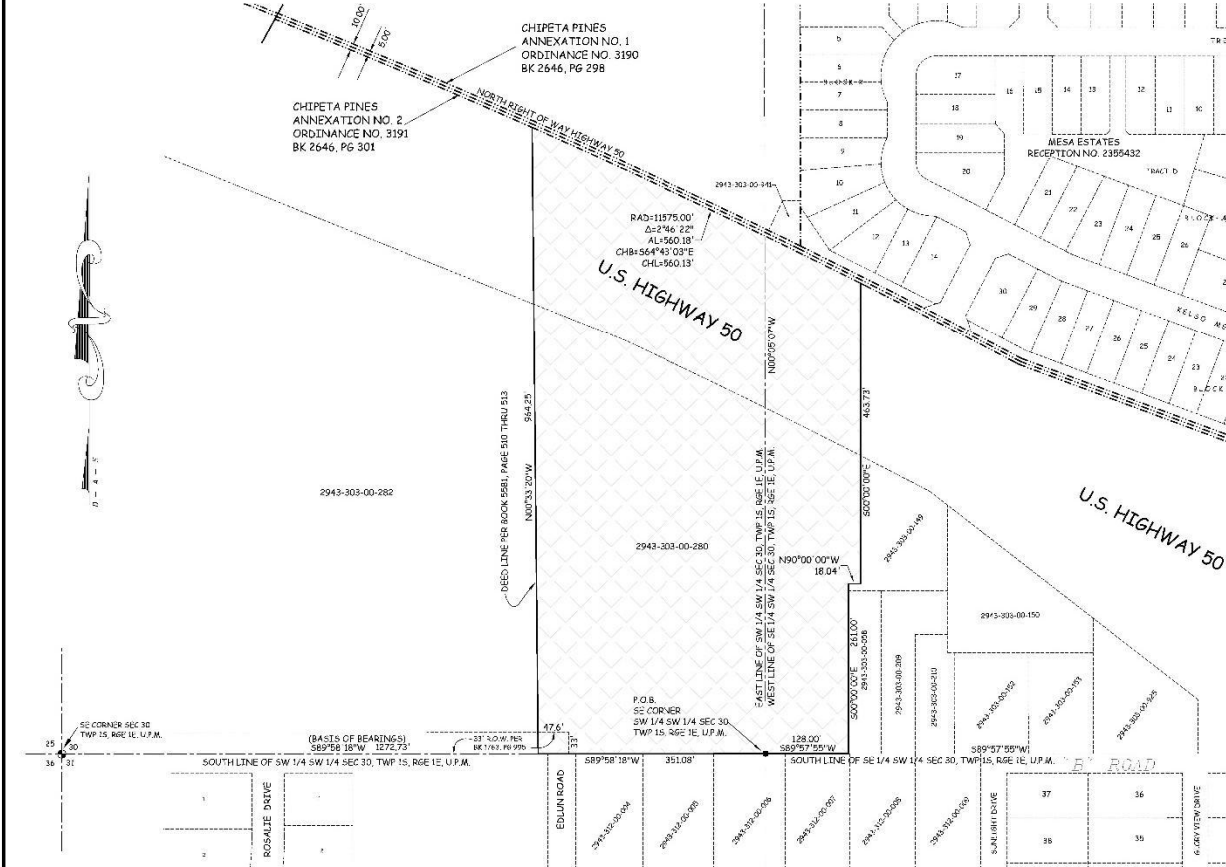
Exhibit A

KOA ANNEXATION

SITUATE IN THE S 1/2 OF THE SW 1/4 OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 1 EAST
UTE PRINCIPAL MERIDIAN
COUNTY OF MESA, STATE OF COLORADO



LOCATION MAP: NOT TO SCALE



DESCRIPTION

A certain parcel of land lying in the South-Half of the Southwest Quarter (S 1/2 SW 1/4) of Section 30, Township 1 South, Range 1 East, Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Southeast corner of the Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4) of Section 30, Township 1 South, Range 1 East of the Ute Principal Meridian and assuming the South line of the SW 1/4 SW 1/4 of said Section 30 bears S 89°58'18" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 89°58'18" W along the South line of the SW 1/4 SW 1/4 of said Section 30, a distance of 351.08 feet; thence N 00°33'20" W, along that certain boundary line determined and established by those certain Quit Claim Deeds recorded in Book 5591, Pages 510 thru 513, Public Records of Mesa County, Colorado; a distance of 964.25 feet, more or less, to a point on the South line of Chipeta Pines Annexation No. 2, City of Grand Junction Ordinance No. 3191, as same is recorded in Book 2646, Page 301, Public Records of Mesa County, Colorado; thence Southeastly along the arc of a 11,575.00 foot radius non-tangent curve, concave Southeast, whose long chord bears S 64°43'03" E, with a long chord length of 860.13 feet; thence a central angle of 02°46'22", an arc length of 560.18 feet; thence S 00°00'00" E, a distance of 463.73 feet; thence N 90°00'00" W, a distance of 18.04 feet; thence S 00°00'00" E, a distance of 281.00 feet, more or less, to a point on the South line of the Southwest Quarter of the Southwest Quarter (SE 1/4 SW 1/4) of said Section 30; thence S 89°57'55" W, along said South line, a distance of 138.00 feet, more or less, to the Point of Beginning.

- ABBREVIATIONS**
- P.O.C. POINT OF COMMENCEMENT
 - P.T.S. POINT OF BEGINNING
 - R.O.B. RIGHT OF WAY
 - SEC. SECTION
 - TOWNSHIP TOWNSHIP
 - RANGE RANGE
 - U.T.M. UTE PRINCIPAL MERIDIAN
 - MEAS. MEASURE
 - ST. DIST. STATION DISTANCE
 - PL. PLAT
 - PL. PLAT BOOK
 - BOOK BOOK
 - FACE FACE

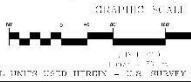
The space on this description captioned here: "KOA area derived from subdivision plats and deed descriptions to (they appear in the notes at the Mesa County Clerk and Recorder) has not been surveyed to a higher accuracy and is not intended to be used as a means for establishing or verifying property boundary lines.

AREA OF ANNEXATION

SECTION	2, 14, 22, 31
TOWNSHIP	1S
RANGE	1E
SECTION	30
MEASUREMENT	43.50' x 111'
AREA	4,800
PERCENT OF SECTION	100%

LEGEND

---	BOUNDARY
---	RIGHT OF WAY
---	UTILITY
---	ADJACENT PROPERTY



ORDINANCE NO. 9999
EFFECTIVE DATE 9999999999
THIS IS NOT A BOUNDARY SURVEY



NOTICE

According to sections 10-10-101, 10-10-102, 10-10-103, 10-10-104, 10-10-105, 10-10-106, 10-10-107, 10-10-108, 10-10-109, 10-10-110, 10-10-111, 10-10-112, 10-10-113, 10-10-114, 10-10-115, 10-10-116, 10-10-117, 10-10-118, 10-10-119, 10-10-120, 10-10-121, 10-10-122, 10-10-123, 10-10-124, 10-10-125, 10-10-126, 10-10-127, 10-10-128, 10-10-129, 10-10-130, 10-10-131, 10-10-132, 10-10-133, 10-10-134, 10-10-135, 10-10-136, 10-10-137, 10-10-138, 10-10-139, 10-10-140, 10-10-141, 10-10-142, 10-10-143, 10-10-144, 10-10-145, 10-10-146, 10-10-147, 10-10-148, 10-10-149, 10-10-150, 10-10-151, 10-10-152, 10-10-153, 10-10-154, 10-10-155, 10-10-156, 10-10-157, 10-10-158, 10-10-159, 10-10-160, 10-10-161, 10-10-162, 10-10-163, 10-10-164, 10-10-165, 10-10-166, 10-10-167, 10-10-168, 10-10-169, 10-10-170, 10-10-171, 10-10-172, 10-10-173, 10-10-174, 10-10-175, 10-10-176, 10-10-177, 10-10-178, 10-10-179, 10-10-180, 10-10-181, 10-10-182, 10-10-183, 10-10-184, 10-10-185, 10-10-186, 10-10-187, 10-10-188, 10-10-189, 10-10-190, 10-10-191, 10-10-192, 10-10-193, 10-10-194, 10-10-195, 10-10-196, 10-10-197, 10-10-198, 10-10-199, 10-10-200.

DRAWN BY	P.T.K.	DATE	10-25-2017
DESIGNED BY	P.T.K.	DATE	
CHECKED BY	P.T.K.	DATE	
APPROVED BY	P.T.K.	DATE	

SCALE

1" = 80'



PUBLIC WORKS
ENGINEERING DIVISION
SURVEY DEPARTMENT

KOA ANNEXATION

1 OF 1

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

**AN ORDINANCE ZONING THE KOA ANNEXATION
C-1 (LIGHT COMMERCIAL)**

LOCATED AT 2819 Highway 50

Recitals

The Applicant, Two Rivers RV Park, LLC, is requesting zoning of the property associated with the 9.636-acre KOA Annexation. The request is to zone the property located at 2819 Highway 50 as C-1 (Light Commercial). The property is currently used as a commercial campground (KOA) which is an allowed use within the City's C-1 (Light Commercial) zone district. The proposed zoning is consistent with the Comprehensive Plan Future Land Use Map.

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, the Grand Junction Planning Commission recommended approval of zoning the KOA Annexation to the C-1 (Light Commercial) zone district, finding that it conforms with the designation of Commercial as shown on the Future Land Use Map of the Comprehensive Plan; and is in conformance with 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 C-1 (Light Commercial) 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 C-1 (Light Commercial):

A certain parcel of land lying in the South-Half of the Southwest Quarter (S 1/2 SW 1/4) of Section 30, Township 1 South, Range 1 East, Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Southeast corner of the Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4) of Section 30, Township 1 South, Range 1 East of the Ute Principal Meridian and assuming the South line of the SW 1/4 SW 1/4 of said Section 30 bears S 89°58'18" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 89°58'18" W along the South line of the SW 1/4 SW 1/4 of said Section 30, a distance of 351.08 feet; thence N 00°33'20" W, along that certain boundary line determined and established by those certain Quit Claim Deeds recorded in Book 5581, Pages 510 thru 513, Public Records of Mesa County, Colorado, a distance of 964.25 feet, more or less, to a point on the South line of Chipeta Pines Annexation No. 2,

City of Grand Junction Ordinance No. 3191, as same is recorded in Book 2646, Page 301, Public Records of Mesa County, Colorado; thence Southeasterly along the arc of a 11,575.00 foot radius non-tangent curve, concave Southwest, whose long chord bears S 64°43'03" E, with a long chord length of 560.13 feet, thru a central angle of 02°46'22", an arc length of 560.18 feet; thence S 00°00'00" E, a distance of 463.73 feet; thence N 90°00'00" W, a distance of 18.04 feet; thence S 00°00'00" E, a distance of 261.00 feet, more or less, to a point on the South lie of the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) of said Section 30; thence S 89°57'55" W, along said South line, a distance of 128.00 feet, more or less, to the Point of Beginning.

CONTAINING 419,753 Square Feet or 9.636 Acres, more or less, as described.

Mesa County, Colorado
See Exhibit A.

INTRODUCED on first reading this 6th day of June, 2018 and ordered published in pamphlet form.

ADOPTED on second reading this _____ day of _____, 2018 and ordered published in pamphlet form.

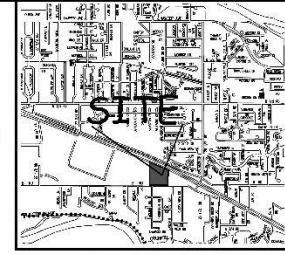
ATTEST:

President of the Council

City Clerk

KOA ANNEXATION

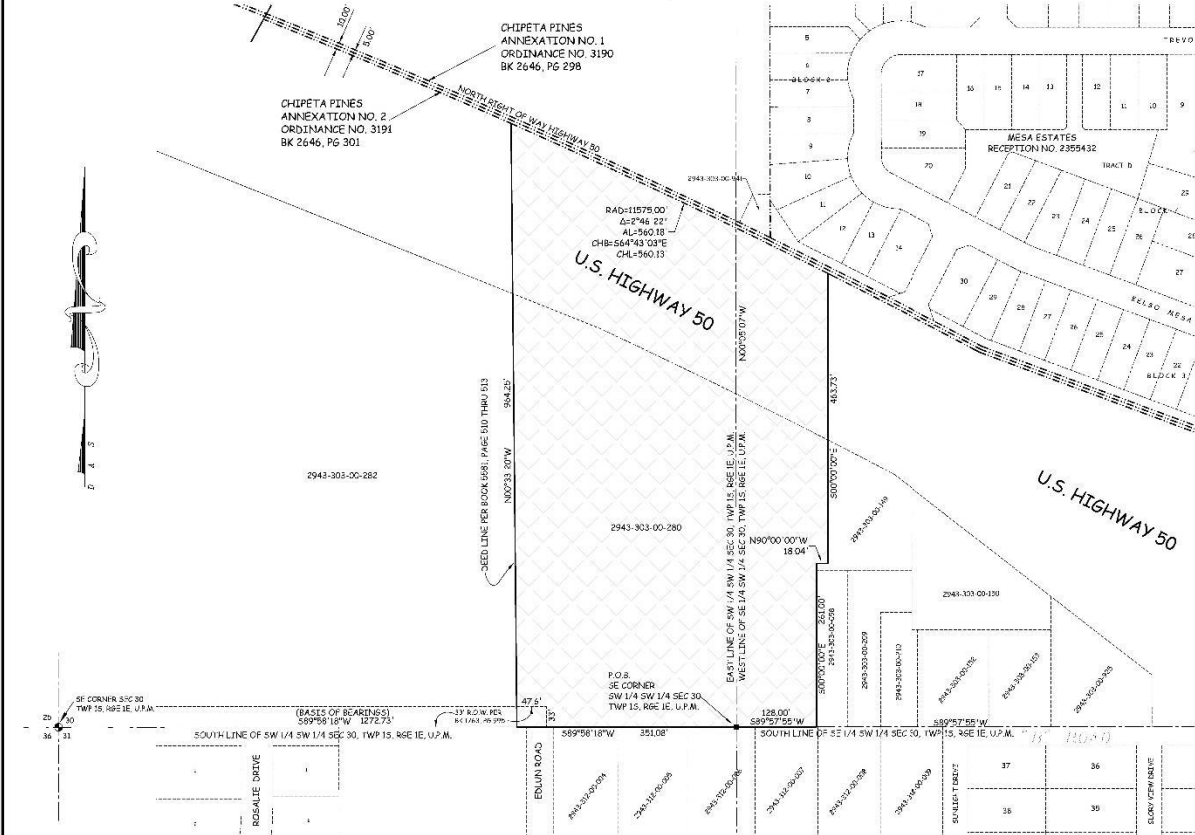
SITUATE IN THE S 1/2 OF THE SW 1/4 OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 1 EAST
UTE PRINCIPAL MERIDIAN
COUNTY OF MESA, STATE OF COLORADO



DESCRIPTION

A certain parcel of land lying in the South-Half of the Southwest Quarter (S 1/2 SW 1/4) of Section 30, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Southeast corner of the Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4) of Section 30, Township 1 South, Range 1 East of the Ute Principal Meridian and assuming the South line of the SW 1/4 SW 1/4 of said Section 30 bears S 89°58'18" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 89°58'18" W along the South line of the SW 1/4 SW 1/4 of said Section 30, a distance of 351.08 feet; thence N 00°33'20" W, along that certain boundary line determined and established by those certain Quit Claim Deeds recorded in Book 551, Pages 510 thru 513, Public Records of Mesa County, Colorado, a distance of 964.25 feet; thence to a point on the South line of Chipeta Pines Annexation No. 2, City of Grand Junction recorded in Book 2646, Page 301, Public Records of Mesa County, Colorado; thence thereat curve, concave Southeast, whose long chord bears S 64°43'03" E, with a long chord length of 463.73 feet; thence N 90°00'00" W, a distance of 18.04 feet; thence S 00°00'00" E, a distance of 261.00 feet; more or less, to a point on the South line of the Southwest Quarter (SE 1/4 SW 1/4) of said Section 30; thence S 89°58'18" W, along said South line, a distance of 128.00 feet, more or less, to the Point of Beginning.



AREA OF ANNEXATION

MEASURED PERIMETER	2,442.11
ADJACENT PERIMETER	5,616.72
AREA OF SECTION 30	412,627.77
AREA OF SITE	1,111.11
PERCENTAGE OF SECTION 30	0.27%

LEGEND

ADJACENT PERIMETER	---
ADJACENT PERIMETER	---
ADJACENT PERIMETER	---
ADJACENT PERIMETER	---
ADJACENT PERIMETER	---

GRAPHIC SCALE

ORDINANCE NO. 9999
EFFECTIVE DATE 99999999
THIS IS NOT A BOUNDARY SURVEY

PETER F. BRIDGES, P.E. No. 1232
Professional Land Surveyor for the City of Grand Junction

NOTICE: This map is prepared by the City of Grand Junction and is not intended to be used as a basis for establishing or verifying property boundaries.

DRAWN BY	P.T.K.	DATE	10-25-2017
DESIGNED BY	DATE		
CHECKED BY	P.T.K.	DATE	
APPROVED BY	DATE		



CITY OF Grand Junction COLORADO
PUBLIC WORKS ENGINEERING DIVISION
SURVEY DEPARTMENT

KOA ANNEXATION

Exhibit A



Grand Junction City Council

Regular Session

Item #5.b.ii.

Meeting Date: June 18, 2018

Presented By: Lori Bowers, Senior Planner

Department: Community Development

Submitted By: Lori Bowers

Information

SUBJECT:

An Ordinance Rezoning 519 30 Road from B-1 (Neighborhood Business) to C-1 (Light Commercial)

RECOMMENDATION:

Planning Commission recommended of approval of the rezone request from B-1 (Neighborhood Business) to C-1 (Light Commercial) at their meeting held on May 22, 2018.

EXECUTIVE SUMMARY:

The Applicant, Greg Cole, is requesting a rezone of 1.28 acres of property located at 519 30 Road from B-1 (Neighborhood Business) to C-1 (Light Commercial). The purpose of the request is to rezone the property to a higher zoning designation to enable the development of an RV and boat storage yard. The proposed zoning of C-1 implements the Comprehensive Plan Future Land Use Map, which designates the property as Commercial.

BACKGROUND OR DETAILED INFORMATION:

The Applicant is requesting to rezone 1.28 acres from B-1 (Neighborhood Business) to C-1 (Light Commercial) for the property located at 519 30 Road. The requested rezone is to enable the future development of a boat and RV storage yard. The property is presently zoned B-1 (Neighborhood Business) and is currently occupied by a single-family residence that the owner is using as an office. The property owner is requesting review of the rezone application prior to submittal of a minor site plan review for the desired use of the property as an RV and boat storage yard. The proposed zoning of

C-1 implements the Comprehensive Plan Future Land Use Map, which has designated the property as Commercial. The property is also located within a Mixed Use Corridor which allows for an Applicant to seek a form-based zone district. The Applicant, however, does not wish to rezone the property to a form based district. The Mixed Use Opportunity Corridor overlays other future land use designations as shown on the Comprehensive Plan Future Land Use Map that allow for the Applicant to seek other zone districts which implement the underlying future land use designations, including in this case the C-1 (Light Commercial) zone district.

Adjacent properties to the south are zoned B-1 (Neighborhood Business). Properties across 30 Road are zoned C-1 (Light Commercial). The property directly north is still in unincorporated Mesa County and is zoned B-2 (Concentrated Business District). Directly west is a residential neighborhood under county jurisdiction, zoned RMF-8 (Residential Multi-Family District).

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting was held on February 6, 2018 consistent with the requirements of Section 21.02.080 (e) of the Zoning and Development Code. Seven citizens attended the meeting along with the applicant and City Staff. The Applicant discussed the proposed rezoning request and his anticipated type of development for the property if the rezoning is approved. He provided information about his proposal and some history about the site. Area residents who attended did not have any major concerns with the proposal and agreed that it would clean up the area and prevent the trespassing that has been occurring. To date, the City has not received any public comments concerning the proposed rezone.

Notice was completed consistent to the provisions in Section 21.02.080 (g) of the City's Zoning and Development Code. Mailed notice of the application submittal, in the form of notification cards, was sent to surrounding property owners within 500 feet of the subject property on May 9, 2018. The subject property was posted with an application sign on April 30, 2018 and notice of the public hearing was published May 15, 2018 in the Grand Junction Sentinel.

ANALYSIS

Pursuant to Section 21.02.140 (a) of the Grand Junction Zoning and Development Code, the City may rezone property if the proposed changes are consistent with the vision, goals and policies of the Comprehensive Plan and must meet one or more of the following rezone criteria as identified:

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

The property owner wishes to rezone the property to a higher intensity zone district and develop the property with an RV and boat storage yard. An outdoor storage facility is

considered an appropriate development within the existing Commercial category of the Comprehensive Plan. However, because there are no significant events that have occurred since the annexation of the property in 2008 and zoned to B-1, there is no specific event that has invalidated the original premise, staff is unable to find that 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 area surrounding the subject parcel currently has a mix of uses in the area. Single-family detached homes are on the west side. Directly to the north is a single-family residence that is being utilized as an automobile repair shop that is zoned B-2 (Concentrated Business District) under Mesa county regulations. To the south, the existing City zoning is B-1 (Neighborhood Business), and the adjacent use is multi-family. Further south is small retail shopping center and a convenience store. On the east side of 30 Road, the parcels within the City limits are zoned C-1 (Light Commercial). The parcels outside the City limits are zoned County B-2 (Concentrated Business District) with uses such as a car wash and a restaurant.

Staff has not found that the character of the area has changed and therefore finds this 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 the proposed land uses associated with the C-1 zone district. Ute Water and City sanitary sewer are both presently available in 30 Road and currently serve the property. The property can also be served by Xcel Energy natural gas and electric. A fire hydrant is located within 190 feet of the property on the same side of the road. Due to the proximity and availability of services and facilities, staff finds this criterion has been met.

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

The community as a whole has more than 1,129 acres of C-1 zoned land but comprises only six percent of the total zoned acres within the City. Further there is a limited amount of C-1 zoned property in this area of the community with only 13 other C-1 zoned parcels being located within 1.15 miles of this property. Because of a lack of supply in this part of the community, staff has found that an inadequate supply of suitably designated land is available in this area of the community and therefore has found this criterion has been met.

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

The area and community, in general, would derive benefits from the proposed rezone of this property as it would add more commercial opportunities as well as different intensity of commercial uses to this mixed use area. This principle is supported and encouraged by the Comprehensive Plan and furthers the goal of promoting infill development. The proposed rezone will also provide the City with land that may be developed at an increased intensity for future commercial development. This increase of zoning intensity may also provide, when developed, residents with a secured storage area for recreational vehicles that are currently not allowed to be stored on City streets or within the front yard setback of residential properties. C-1 zoned properties must have a minimum lot size of 20,000 square feet. This property exceeds the minimum square footage required. C-1 zoning requires appropriate screening and buffering from other uses and other zoning designations. Any new use will require appropriate screening, buffering and appropriate setbacks per the Code. Because the community and area will derive benefits, staff has found this criterion has been met.

Section 21.02.140 of the Grand Junction Zoning and Development Code states that the City may rezone property if the proposed changes are consistent with the vision, goals and policies of the Comprehensive Plan.

Future Land Use Map:

The Comprehensive Plan Future Land Use Map designates the property as Commercial. The request for C-1 (Light Commercial) zone district is consistent with the commercial designation and works to implement the Comprehensive Plan. The proposed rezone creates an opportunity for ordered and balanced growth spread throughout the community (Goal 3). The Comprehensive Plan's Goal 6 encourages preservation and appropriate reuse. This underutilized piece of property will likely be developed with a needed use and will allow more potential development should the proposed use of an RV storage yard either not be developed or be redeveloped in the future. Goal 7: New development adjacent to existing development (of a different density/unit type/land use type) should transition itself by incorporating appropriate buffering. C-1 zoning requires such buffering, screening and appropriate setbacks from existing developments. Staff believes this is an appropriate location for increased intensity with the required screening and buffering requirements of the C-1 zone district.

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the 519 30 Road Rezone application, RZN-2018-209, a request to rezone from B-1 (Neighborhood Business) to C-1 (Light Commercial), the following findings of fact and conclusions have been determined:

The requested rezone is consistent with the goals and policies of the Comprehensive Plan.

In accordance with Section 21.02.140 of the Zoning and Development Code, the application meets one or more of the rezone criteria.

FISCAL IMPACT:

This land use action does not have any direct fiscal impact. Subsequent actions such as future development may have direct fiscal impact.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 4807, an ordinance rezoning 519 30 Road to C-1 (Light Commercial), located at 519 30 Road.

Attachments

1. Application
2. 519 30 Road Map
3. 519 30 Road Zoning Ordinance

Development Application

We, the undersigned, being the owner's of the property adjacent to or situated in the City of Grand Junction, Mesa County, State of Colorado, as described herein do petition this:

Petition For: Change of Use *REZONE*

Please fill in blanks below only for Zone of Annexation, Rezones, and Comprehensive Plan Amendments:

Existing Land Use Designation Residential Commercial	Existing Zoning B-1
Proposed Land Use Designation Commercial	Proposed Zoning C-1

Property Information

Site Location: 519 30 Rd. Grand junction, Colorado 81504	Site Acreage: 1.28
Site Tax No(s): <i>2943-084-00-031</i>	Site Zoning: <i>B-1</i>
Project Description: RV Storage	

Property Owner Information

Name: Greg & Rhonda Cole

Street Address: 3662 G & 4/10 Rd

City/State/Zip: Palisade Colorado 815

Business Phone #: (970) 261-9633

E-Mail: pdagregc@gmail.com

Fax #:

Contact Person: Greg Cole

Contact Phone #: (970) 261-9633

Applicant Information

Name: Greg Cole

Street Address: 3662 G & 4/10 Rd

City/State/Zip: Palisade Colorado 815

Business Phone #: (970) 261-9633

E-Mail: pdagregc@gmail.com

Fax #:

Contact Person: Greg Cole

Contact Phone #: (970) 261-9633

Representative Information

Name: Greg Cole

Street Address: 3662 G & 4/10 Rd

City/State/Zip: Palisade Colorado 815

Business Phone #: (970) 261-9633

E-Mail: pdagregc@gmail.com

Fax #:

Contact Person: Greg Cole

Contact Phone #: (970) 261-9633

NOTE: Legal property owner is owner of record on date of submittal.

We hereby acknowledge that we have familiarized ourselves with the rules and regulations with respect to the preparation of this submittal, that the foregoing information is true and complete to the best of our knowledge, and that we assume the responsibility to monitor the status of the application and the review comments. We recognize that we or our representative(s) must be present at all required hearings. In the event that the petitioner is not represented, the item may be dropped from the agenda and an additional fee may be charged to cover rescheduling expenses before it can again be placed on the agenda.

Signature of Person Completing the Application		Date	<i>1-16-18</i>
Signature of Legal Property Owner		Date	<i>1-16-18</i>

OWNERSHIP STATEMENT - NATURAL PERSON

I, (a) Gregory D Cole, am the owner of the following real property:

(b) 519 30 Rd. Grand Junction, Colorado 81504

A copy of the deed evidencing my interest in the property is attached. All documents, if any, conveying any interest in the property to someone else by the owner, are also attached.

I am the sole owner of the property.

I own the property with other(s). The other owners of the property are (c):

Rhonda Leigh Cole

I have reviewed the application for the (d) Rezone Site Plan pertaining to the property.

I have the following knowledge and evidence concerning possible boundary conflicts between my property and the abutting property(ies): (e) NONE

I understand that I have a continuing duty to inform the City planner of any changes in interest, including ownership, easement, right-of-way, encroachment, lienholder and any other interest in the property.

I swear under penalty of perjury that the information contained in this Ownership Statement is true, complete and correct.

Owner signature as it appears on deed: *Gregory D Cole*

Printed name of owner: Greg Cole

State of Colorado)

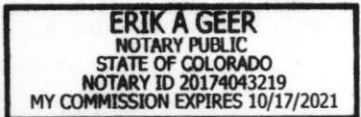
County of Mesa) ss.

Subscribed and sworn to before me on this 16th day of JANUARY, 20 18

by Greg Cole

Witness my hand and seal.

My Notary Commission expires on 10/17/2021



Erik A Geer
Notary Public Signature

WHEN RECORDED MAIL TO:

Timberline Bank
633 - 24 Road
Grand Junction, CO 81505

SEND TAX NOTICES TO:

Timberline Bank
Grand Junction
633 24 Road
Grand Junction, CO 81505



FOR RECORDER'S USE ONLY



DEED OF TRUST

MAXIMUM PRINCIPAL AMOUNT SECURED. The Lien of this Deed of Trust shall not exceed at any one time \$125,600.00 except as allowed under applicable Colorado law.

THIS DEED OF TRUST is dated October 9, 2015, among GREGORY DEAN COLE, whose address is 3662 G 24/10 ROAD, PALISADE, CO 81526 and RHONDA LEIGH COLE, whose address is 3662 G 24/10 ROAD, PALISADE, CO 81526 ("Grantor"); Timberline Bank, whose address is Grand Junction, 633 24 Road, Grand Junction, CO 81505 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and the Public Trustee of MESA County, Colorado (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor hereby irrevocably grants, transfers and assigns to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in MESA County, State of Colorado:

**BEGINNING AT A POINT 840 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN;
THENCE NORTH 200 FEET;
THENCE WEST 330 FEET;
THENCE SOUTH 200 FEET;
THENCE EAST 300 FEET TO THE POINT OF BEGINNING;
EXCEPTING THEREFROM A 30 FOOT RIGHT OF WAY ALONG THE EAST SIDE OF SAID PROPERTY FOR ROADWAY OR RAILWAY PURPOSES, AS EXCEPTED IN WARRANTY DEED RECORDED AUGUST 19, 1988 IN BOOK 926 AT PAGE 16;
ALSO EXCEPTING THEREFROM THE EAST 20 FEET OF THE PARCEL DESCRIBED IN WARRANTY DEED SEPTEMBER 14, 1970 IN BOOK 950 AT PAGE 363, AS CONVEYED TO THE COUNTY OF MESA BY QUIT CLAIM DEED RECORDED MARCH 18, 1983 IN BOOK 1421 AT PAGE 569.
COUNTY OF MESA, STATE OF COLORADO.**

The Real Property or its address is commonly known as 519 30 ROAD, GRAND JUNCTION, CO 81504.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and

102218

WHEN RECORDED MAIL TO:

Timberline Bank
633 - 24 Road
Grand Junction, CO 81505

SEND TAX NOTICES TO:

Timberline Bank
Grand Junction
633 24 Road
Grand Junction, CO 81505



FOR RECORDER'S USE ONLY



DEED OF TRUST

MAXIMUM PRINCIPAL AMOUNT SECURED. The Lien of this Deed of Trust shall not exceed at any one time \$125,600.00 except as allowed under applicable Colorado law.

THIS DEED OF TRUST is dated October 9, 2015, among GREGORY DEAN COLE, whose address is 3662 G 24/10 ROAD, PALISADE, CO 81526 and RHONDA LEIGH COLE, whose address is 3662 G 24/10 ROAD, PALISADE, CO 81526 ("Grantor"); Timberline Bank, whose address is Grand Junction, 633 24 Road, Grand Junction, CO 81505 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and the Public Trustee of MESA County, Colorado (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor hereby irrevocably grants, transfers and assigns to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in MESA County, State of Colorado:

BEGINNING AT A POINT 840 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN; THENCE NORTH 200 FEET; THENCE WEST 330 FEET; THENCE SOUTH 200 FEET; THENCE EAST 300 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM A 30 FOOT RIGHT OF WAY ALONG THE EAST SIDE OF SAID PROPERTY FOR ROADWAY OR RAILWAY PURPOSES, AS EXCEPTED IN WARRANTY DEED RECORDED AUGUST 19, 1968 IN BOOK 926 AT PAGE 16; ALSO EXCEPTING THEREFROM THE EAST 20 FEET OF THE PARCEL DESCRIBED IN WARRANTY DEED SEPTEMBER 14, 1970 IN BOOK 950 AT PAGE 363, AS CONVEYED TO THE COUNTY OF ,MESA BY QUIT CLAIM DEED RECORDED MARCH 18, 1983 IN BOOK 1421 AT PAGE 569. COUNTY OF MESA, STATE OF COLORADO.

The Real Property or its address is commonly known as 519 30 ROAD, GRAND JUNCTION, CO 81504.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all Indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and

DEED OF TRUST
(Continued)

Page 2

use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Colorado law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall

DEED OF TRUST (Continued)

also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event

DEED OF TRUST (Continued)

Page 4

shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. Upon the full performance of all the obligations under the Note and this Deed of Trust, Trustee may, upon production of documents and fees as required under applicable law, release this Deed of Trust, and such release shall constitute a release of the lien for all such additional sums and expenditures made pursuant to this Deed of Trust. Lender agrees to cooperate with Grantor in obtaining such release and releasing the other collateral securing the Indebtedness. Any release fees required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's ability to repay the Indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Borrower or Grantor, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

DEED OF TRUST (Continued)

Right to Cure. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

Foreclosure. Lender shall have the right to cause all or any part of the Real Property, and Personal Property, if Lender decides to proceed against it as if it were real property, to be sold by the Trustee according to the laws of the State of Colorado as respects foreclosures against real property. The Trustee shall give notice in accordance with the laws of Colorado. The Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including but not limited to Trustee's fees, attorneys' fees, and the cost of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled to the excess.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver. Receiver may be appointed by a court of competent jurisdiction upon ex parte application and without notice, notice being expressly waived.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Sale of the Property. In exercising its rights and remedies, Lender shall be free to designate on or before it files a notice of election and demand with the Trustee, that the Trustee sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. Upon any sale of the Property, whether made under a power of sale granted in this Deed of Trust or pursuant to judicial proceedings, if the holder of the Note is a purchaser at such sale, it shall be entitled to use and apply all, or any portion of, the Indebtedness for or in settlement or payment of all, or any portion of, the purchase price of the Property purchased, and, in such case, this Deed of Trust, the Note, and any documents evidencing expenditures secured by this Deed of Trust shall be presented to the person conducting the sale in order that the amount of Indebtedness so used or applied may be credited thereon as having been paid.

Attorneys' Fees; Expenses. If Lender forecloses or institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. To the extent permitted by applicable law, Trustee shall have all of the rights and duties of Lender as set forth in this section.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash

DEED OF TRUST (Continued)

expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Colorado without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Colorado.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Mesa County, State of Colorado.

Joint and Several Liability. All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Colorado as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Timberline Bank, and its successors and assigns.

Borrower. The word "Borrower" means GREGORY D COLE and RHONDA LEIGH COLE and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means GREGORY DEAN COLE and RHONDA LEIGH COLE.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means Timberline Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated October 9, 2015, in the original principal amount of \$125,600.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of,

DEED OF TRUST
(Continued)

consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means the Public Trustee of MESA County, Colorado.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

GREGORY DEAN COLE
[Signature]
RHONDA LEIGH COLE
[Signature]

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Colorado)
)
COUNTY OF Mesa)



On this day before me, the undersigned Notary Public, personally appeared GREGORY DEAN COLE and RHONDA LEIGH COLE, to me known to be the individuals described in and who executed the Deed of Trust, and acknowledged that they signed the Deed of Trust as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 9th day of October, 20 15.

By Kristi B. Cooley Residing at Land Title
Notary Public in and for the State of Colorado My commission expires 4/5/17

Grand Junction Fire Department New Development Fire Flow Form

Instructions to process the application: Step 1) Applicant's engineer should first fill out all items in Section A. Step 2) Deliver/mail this form to the appropriate water purveyor.¹ The water supplier signs and provides the required information of Section B. Step 3) Deliver/mail the completed and fully signed form to the City or County Planning Department.²

SECTION A

Date: 1-16-18

Project Name: RV Storage

Project Street Address: 519 30 Rd. GJ. Co. 81504

Assessor's Tax Parcel Number: 2943-084-00-031

Project Owner Name: Greg Cole

City or County project file #: _____

Name of Water Purveyor: _____

Applicant Name/Phone Number: 970-261-9653

Applicant E-mail: pdgregc@gmail.com

1. If the project includes one or more one or two-family dwelling(s):
 - a. The maximum fire area (see notes below) for each one or two family dwelling will be _____ square feet.
 - b. All dwelling units will , will not include an approved automatic sprinkler system.

Comments: _____

2. If the project includes a building other than one and two-family dwelling(s):
 - a. List the fire area and type of construction (See International Building Code [IBC] for all buildings used to determine the minimum fire flow requirements:

- b. List each building that will be provided with an approved fire sprinkler system:

3. List the minimum fire flow required for this project (based on Appendix B and C in the International Fire Code [IFC]):

Comments: _____

Note:

Fire Area: The aggregate floor area enclosed and bounded by fire walls, fire barriers, exterior walls or horizontal assemblies of a building. Areas of the building not provided with surrounding walls shall be included in the fire area if such areas are included within the horizontal projection of the roof or floor next above.

Fire Flow Rule: The City's Fire Code³ sets minimum fire flows for all structures. In general, at least 1000 g.p.m. at 20 p.s.i. is required for residential one or two family dwellings up to 3,600 square feet (sf) of fire area. For dwellings greater than 3,600 sf of fire area or all commercial structures, the minimum fire flow is 1,500 gpm at 20 p.s.i. (See Fire Flow Guidance Packet⁴. Inadequate fire flows are normally due to water supply pipes that are too small or too little water pressure, or a combination of both.

Applicant/Project Engineer: Refer to City of Grand Junction most recently adopted IFC, Appendix B and C, [IFC 2012], to determine the minimum fire flow required for this project, based on the Water Purveyor's information (*i.e.*, location, looping and size of water lines; water pressure at the site, *etc.*) and the type, density and location of all structures. Base your professional judgment on the City approved utility plans and Water Provider information shown on this Form. Each time the utility plans/other information relating to treated water changes, resubmit this form just as you did the first time.

End of Section A. Section B continues on the next page

Grand Junction Fire Department New Development Fire Flow Form

SECTION B

[To be completed by the Water Supplier]

Attach fire flow test data for the hydrants

Failure to attach the fire flow test data and/or diagram may delay your project review.

1. Circle the name of the water supplier: **Ute** **Clifton** **Grand Junction**
2. List the approximate location, type and size of supply lines for this project, or attach a map with the same information:

3. Attach the fire flow test data @ 20 p.s.i. for the fire hydrants nearest to the development/project that must be use to determine available fire flow. Test data is to be completed within the previous 12 months or year. Identify the fire hydrants used to determine the fire flow:

[Or: 1. attach a map or diagram with the same information, or 2. attach a map/diagram with flow modeling information.]

4. If new lines are needed (or if existing lines must be looped) to supply the required fire flows, or if more information is needed to state the available minimum g.p.m. @ 20 p.s.i. residual pressure, please list what the applicant/developer must do or obtain:

Print Name and Title of Water Supplier Employee completing this Form:

Date: _____

Contact phone/E-mail of Water Supplier: _____

Note: Based on the facts and circumstances, the Fire Chief may require the applicant/developer to engage an engineer⁵ to verify/certify that the proposed water system improvements, as reflected in the approved utility plans submitted in support of the application/development, will provide the minimum fire flows to all structures in this project. If required, a State of Colorado Licensed Professional Engineer shall submit a complete stamped-seal report to the Grand Junction Fire Department. All necessary support documentation shall be included.

¹ There are three drinking water suppliers: Ute Water 970-242-7491, Clifton Water 970-434-7328 and City of Grand Junction water 970-244-1572.

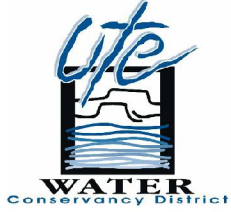
² Address: City – 250 N 5th St, Grand Junction, CO 81501; County – PO Box 20000, Grand Junction, CO 81502

³ International Fire Code, 2012 Edition

⁴ <http://www.gjcity.org/residents/public-safety/fire-department/fire-prevention-and-contractors/>

⁵ City Code defines engineer as one who is licensed as a P.E. by the state of Colorado.

Fire Flow Hydrant Master With Graph



Company Name: Ute Water Conservancy District
Address: 2190 H 1/4 Rd
City: Grand Junction
State: Colorado
Zip: 81505

Test Date: 1/22/18 2:00 pm

NFPA Classification:	
Blue	AA
8022.12	

Work Order: 674
Operator: Robert/Dusty

Test did not reach recommended drop of 25% per NFPA 291

Test Hydrant: 3/4 " Meter
Address: _____
Cross Street: _____
Location: _____
District: _____
Sub-Division: _____

Latitude: _____
Longitude: _____
Elevation: _____
State X / Y: _____ / _____

Pumpers:

Nozzles:

Open Dir:

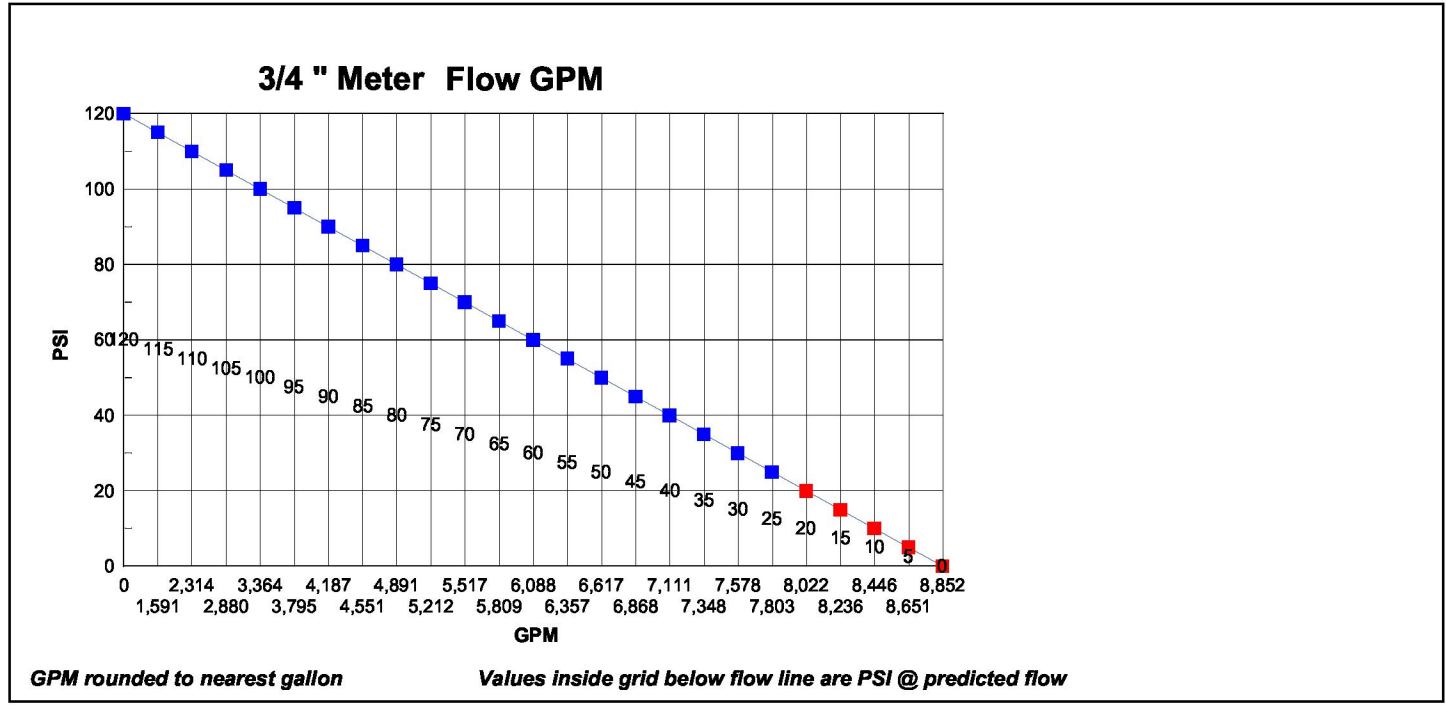
Manuf:
Model:

Installed:
Main Size:

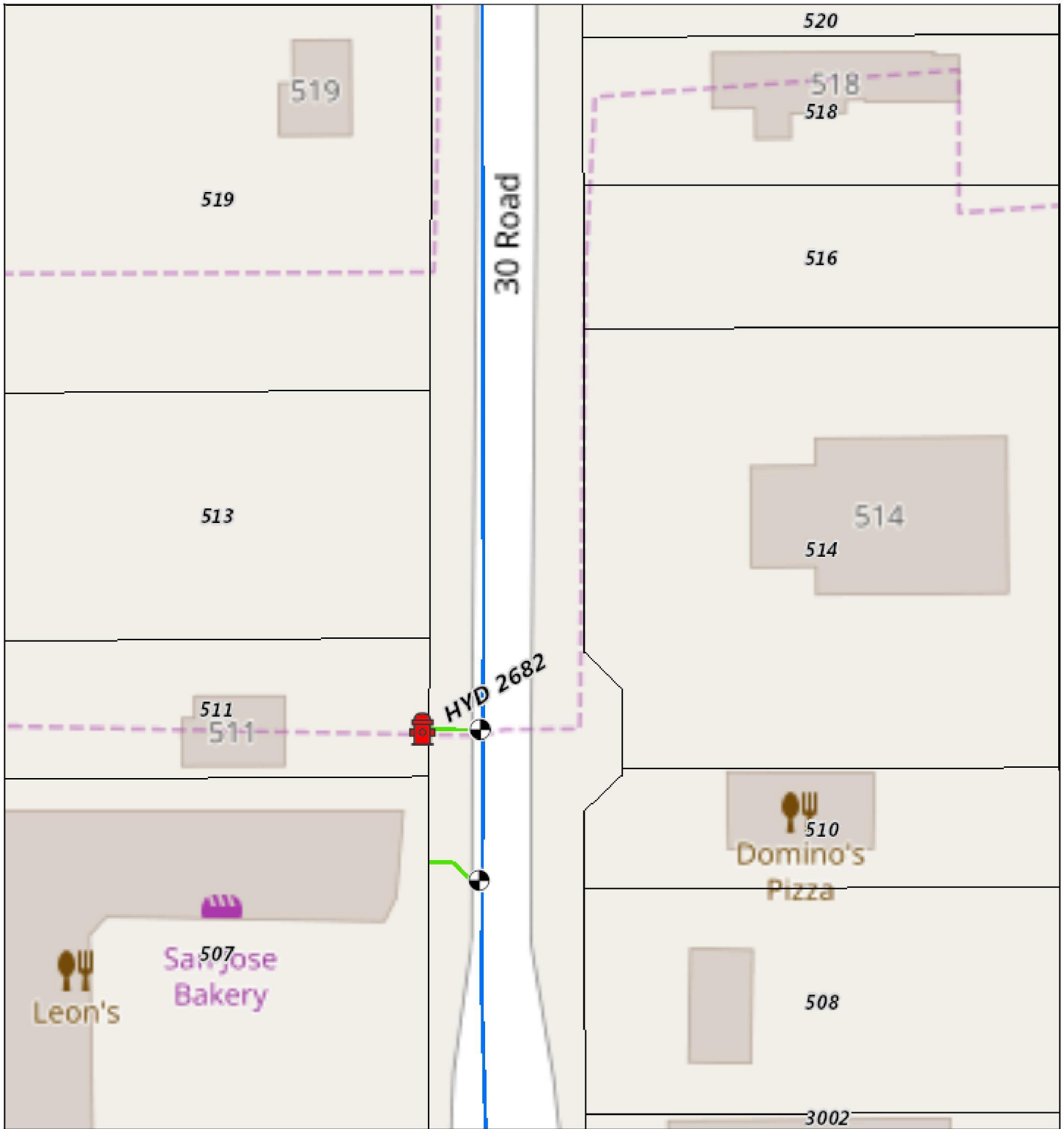
Vandal Proof:
Bury Depth:

	<u>Flow Hydrant</u>	<u>Flow Device</u>	<u>Diameter</u>	<u>GPM</u>	<u>Gallon Used</u>
1:	2682	2.5" Hose Monster	2.50	1591.23	7956.15
2:					
3:					
4:					
5:					

Pitot / Nozzle PSI: 89.00	Total Gallons Used: 7956.15
Static PSI: 120.00	Max GPM during test: 1,591.23
Residual PSI: 115.00	Elapsed Time Min:Sec: 5 : 0
Percent Drop: 4.17	Predicted GPM @ 20 PSI: 8022.12



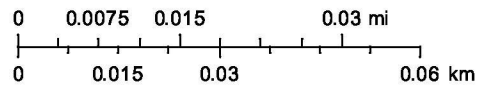
514 30 Rd



January 22, 2018

1:1,128

- | | | | | | |
|----------------------|------------------|--------------|-----------------|--|---------------------------|
| | Fire Hydrant | | Curb Stop Valve | | Lateral Lines |
| | Regulator | | Control Valve | | System Valves Maintenance |
| | Cathodic Station | | Meters | | USBR Pipeline |
| System Valves | | Mains | | | Southside Canal |
| | Gate Valve | | 12" Larger | | Parcels |
| | Ball Valve | | 6" thru 10" | | Ute Water Property |
| | Butterfly Valve | | 1" thru 4" | | Horse Mtn Pump Zone |



Map data © OpenStreetMap contributors, CC-BY-SA

General Project Report for 519 30 Rd. Grand Junction Colorado 81504 rezone to C-1.

The area off of the house is an open dirt lot with weeds and I would like to fence it in and make it RV storage. I think the area would benefit from a secured lot instead of an open lot for people to drive through at all times of the night and weekends. The condition of the neighborhood has not changed and is surrounded by commercial and residential properties and would benefit from a clean and secure lot. There is adequate facility to serve a storage lot for all the residential properties with an HOA that will not let RV parking happen in there subdivisions or trailer parks. The area will benefit from the re zone due to the cleaning up of property and not just a dirt open lot. The area will also benefit with tax revenue.

Thanks Greg Cole (970) 261-9633

Meeting notes and attached signatures of attendees for 519 30Rd. Grand Junction Colorado 81504 rezone to C-1.

We meet at 6:00 PM on 2/6/2018 for a neighborhood meeting on rezoning 519 30Rd. There were 9 people that were there including me (Greg Cole). I explained that we wanted to convert the vacant land into RV storage and surround area with a 6 Ft. privacy fence and locked gate with a gravel based lot. Lois Fenton stated she thought it was a good idea and had not complaints. Kathy Bowens has storage units across the street and stated RV storage was a good idea. There was no objection from the attendees.

Sincerely, Greg Cole

Notice of Neighborhood Meeting

January 18, 2018

Dear Neighbors,

I will be holding a Neighborhood Meeting to discuss the proposed RV Storage Lot at 519 30 Rd, Grand Junction Colorado 81504. I will provide information on the planned project and will answer any questions you might have at that time. The meeting will be held on Tuesday February 6th, 2018 at 6:00 pm at 519 30 rd. Grand Junction Colorado 81504. I look forward to seeing you there.

Sincerely, Greg Cole

A handwritten signature in black ink, appearing to read 'Greg Cole', with a long horizontal flourish extending to the right.

Greg Cole

(970) 261-9633

pdagregc@gmail.com

<u>Name</u>	<u>Address</u>	<u>phone or email</u>
Lois Fenton	513 Florence Rd.	smokie#2000@msr.com
Jason Fenton	513 Florence Rd	
Kathy Baughman	2985 N Ave	970-201-2985
Lori Bowers - City Rep		256-4033
Alens & Austin Stewart	3286 Hunter Ct Clifton CO. 81520	(970)361-7695
Edk Geer	1720 3 rd St	210-4630
Greg Cole	3662 6 th 4 th Rd Palisade Co 81526	261-9633
Dubie Stewart	499 Moonlight Ct. Grand Junction, CO	361-7222
John Stewart	429 moonlight ct Grand Junction, CO	433-5706



Mesa County Treasurer Tax Receipt

Account	Parcel Number	Receipt Date	Receipt Number
R034989	294308400031	Apr 20, 2018	2018-04-20-VP-10579

COLE GREGORY DEAN
 3662 4/10 RD
 PALISADE, CO 81526

Situs Address	Payor
519 30 RD	COLE GREGORY DEAN 3662 4/10 RD PALISADE, CO 81526

Legal Description
 BEG 840FT N OF SE COR SEC 8 1S 1E N 200FT W 330FT S 200FT E TO BEG EXC E 50FT FOR ROW 20FT WHICH IS DESC IN B-1421 P-569 OF MESA CO RECORDS

Property Code	Actual	Assessed	Year	Area	Mill Levy
SINGLE FAMILY LAND - 1112	65,000	4,680	2017	10301	71.001
SINGLE FAMILY IMP - 1212	115,300	8,300	2017	10301	71.001

Payments Received

Check	\$460.80
Check # 1483	

Payments Applied

Year	Charges	Billed	Prior Payments	New Payments	Balance
2017	Tax	\$921.60	\$460.80	\$460.80	\$0.00
				\$460.80	\$0.00
			Balance Due as of Apr 20, 2018		\$0.00

Thank you for your payment.

Vicinity Map - 519 30 RD

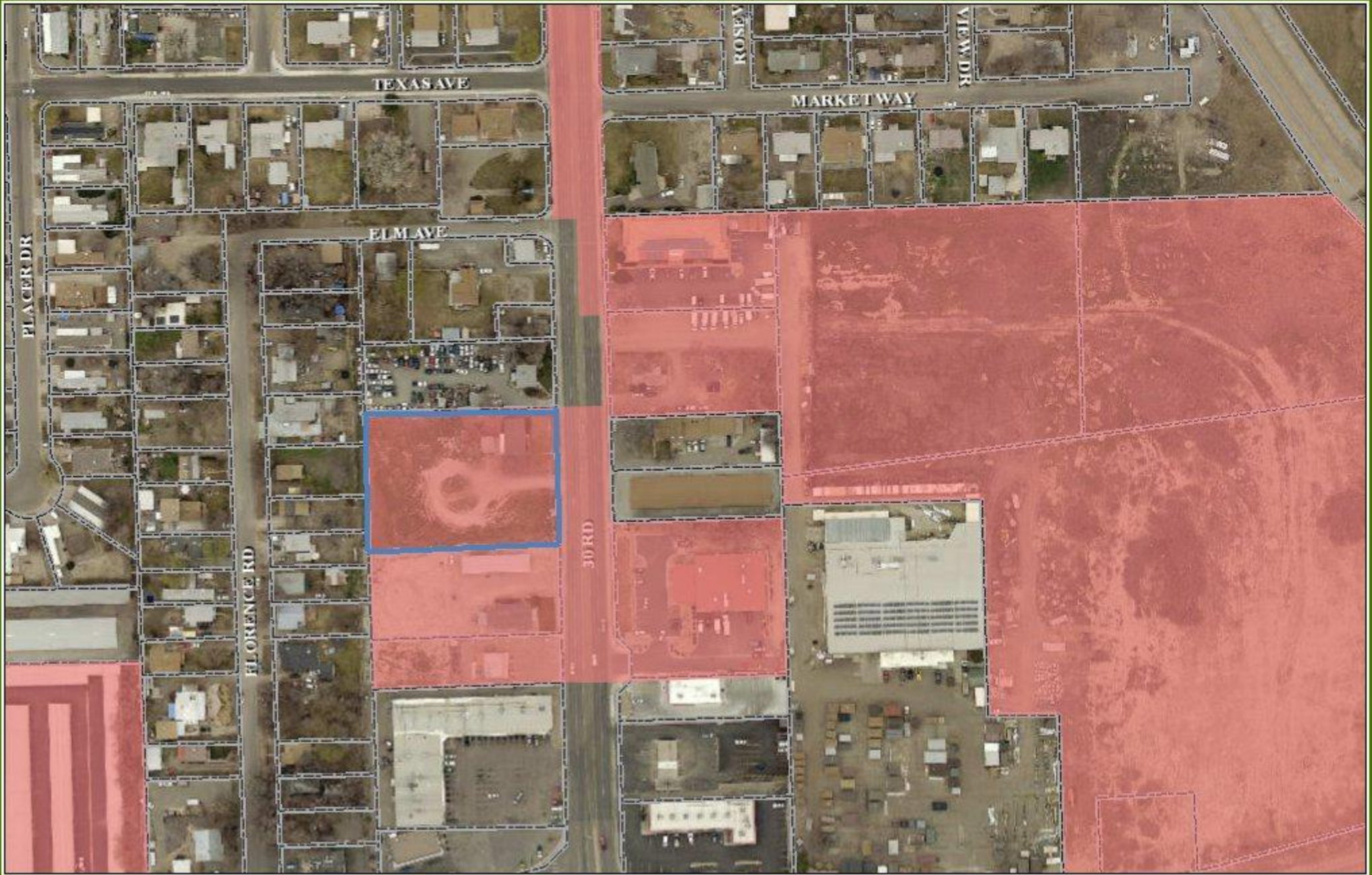


Printed: 4/27/2018

1 inch = 376 feet



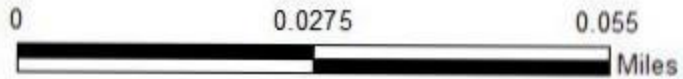
Site Location Map - 519 30 RD



Printed: 4/25/2018

1 inch = 188 feet

Aerial Photo Map - 519 30 RD

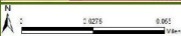
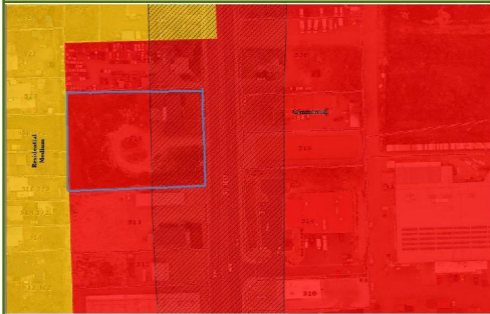


Printed: 4/25/2018

1 inch = 94 feet



Comprehensive Future Land Use Map - 519 30 RD



Printed: 4/11/2018



Existing City/County Zoning Map - 519 30 RD



Printed: 4/25/2018

1 inch = 94 feet



View from East



© 2018 Pictometry

03/24/2018



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ZONING THE 519 30 ROAD
TO C-1 (LIGHT COMMERCIAL)**

LOCATED AT 519 30 ROAD

Recitals

After public notice and public hearing as required by the Grand Junction Municipal Code, the Grand Junction Planning Commission recommended approval of zoning 519 30 Road to the C-1 (Light Commercial) zone district finding that it conforms with the recommended land use category 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. The zone district meets the criteria found in Section 21.02.140 of the Grand Junction Municipal Code.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the C-1 (Light Commercial) zone district is in conformance with the stated criteria of Section 21.02.140 of the Grand Junction Municipal Code.

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

The following property be zoned C-1 (Light Commercial).

519 30 ROAD

BEGINNING AT A POINT 840 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN; THENCE NORTH 200 FEET; THENCE WEST 330 FEET; THENCE SOUTH 200 FEET; THENCE EAST 300 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM A 30 FOOT RIGHT OF WAY ALONG THE EAST SIDE OF SAID PROPERTY FOR ROADWAY OR RAILWAY PURPOSES, AS EXCEPTED IN WARRANTY DEED RECORDED AUGUST 19, 1968 IN BOOK 926 AT PAGE 16; ALSO EXCEPTING THEREFROM THE EAST 20 FEET OF THE PARCEL DESCRIBED IN WARRANTY DEED SEPTEMBER 14, 1970 IN BOOK 950 AT PAGE 363, AS CONVEYED TO THE COUNTY OF MESA, BY QUIT CLAIM DEED RECORDED MARCH 18, 1983 IN BOOK 1421 AT PAGE 569. COUNTY OF MESA, STATE OF COLORADO.

CONTAINING 55,756.8 Square Feet or 1.28 Acres, more or less, as described.

INTRODUCED on first reading the 6th day of June, 2018 and ordered published in pamphlet form.

ADOPTED on second reading the _____ day of _____, 2018 and ordered published in pamphlet form.

ATTEST:

President of the Council

City Clerk



Grand Junction City Council

Regular Session

Item #6.a.

Meeting Date: June 18, 2018

Presented By: Scott D. Peterson, Senior Planner

Department: Community Development

Submitted By: Scott D. Peterson, Senior Planner

Information

SUBJECT:

Consider a Request by TV Holdings LLC, to Accept the Dedication of 1.79 Acres of Open Space in the Proposed Thunder Valley Subdivision

RECOMMENDATION:

At its December 7, 2017 meeting, the Parks and Recreation Advisory Board recommended that the City accept the dedication of 1.79 acres of land encompassing portions of and adjacent to Lewis Wash (proposed Tract B) within the Thunder Valley Subdivision.

EXECUTIVE SUMMARY:

The Applicant, TV Holdings LLC, proposes that the City accept dedication of 1.79 acres of open space that is located within and adjacent to Lewis Wash within the proposed Thunder Valley Subdivision (proposed Tract B) located at 3079 F ½ Road and south of Thunder Mountain Elementary School. The proposed open space is part of Lewis Wash and could provide a north/south off-street trail connection at some point in the future when adjacent properties would develop for interconnectivity between subdivisions and neighborhoods. The proposed trail connection is identified on the draft Active Transportation Corridor Circulation Plan.

BACKGROUND OR DETAILED INFORMATION:

A Preliminary Plan for 85 single-family detached lots is currently being reviewed for the Thunder Valley Subdivision to be located at 3079 F ½ Road and south of Thunder Mountain Elementary School. The proposed development would be constructed within three (3) filings and consists of 23.86 acres total.

Section 21.06.020 (b) (1) of the Zoning and Development Code states: *“the owner of any residential development of 10 or more lots or dwelling units shall dedicate 10% of the gross acreage of the property or the equivalent of 10% of the value of the property. The decision as to whether to accept money or land as required by this section shall be made by the Director.”* Further, subsection (4) states: *“...The City Council may accept the dedication of land in lieu of payment so long as the fair market value of the land dedicated to the City is not less than 10% of the value of the property.”*

As part of the residential development, the Applicant is proposing to provide a tract (Tract B – 1.79 acres) for the area that encompasses Lewis Wash, which a portion of traverses the Applicant’s property along the eastern edge.

The Community Development Director requested input from the Parks Department, which is typically responsible for maintaining City-owned open space regarding the potential acceptance of open space to be owned and maintained by the City. The Parks and Recreation Advisory Board was asked to provide a recommendation as to whether the City should accept the dedication of open space and it recommended to do so at their December 7, 2017 meeting. The Board did condition their recommendation of approval by recommending the Applicant do a general clean-up of the area prior to City acceptance. An inspection of the area revealed approximately 5 old abandoned vehicles, tires and other miscellaneous debris located within the wash. City Staff and the Applicant’s engineering team looked at the vehicles, and provided that the vehicles should remain or other bank stabilization efforts should be taken to decrease the susceptibility of erosion along with bank. In addition, tires and other miscellaneous debris should be removed.

The Public Works Director has expressed an interest that wash basins should be under public control for maintenance purposes for the conveyance of stormwater and also recommends the City accept the open space dedication. Presently, this area of Lewis Wash is private property, owned by the Applicant.

Since the proposed land dedication is less than the required 10% value of the property, the Applicant is proposing to do a payment in-lieu for the balance as outlined by the following;

If the City accepts the land dedication of proposed Tract B, the Applicant would owe the remaining \$11,504.91 as part of the required 10% Open Space Fee. This in lieu fee is calculated using the City’s codified formula for open space in lieu fee payment. For this property it the formula is as follows:

\$460,000 appraised value of vacant land for the property.
10% in lieu fee = \$46,000.

\$460,000 appraised value of land/23.87 acres total = \$19,271/acre
\$19,271 per acre x 1.79 acres (Tract B) = \$34,495.09.
\$46,000.00 (10% of appraised value) - \$34,495.09 = \$11,504.91.

FISCAL IMPACT:

In accordance with the Code, payment of a fee in lieu of open space dedication can be considered so long as the fee is at least 10 percent of the appraised value of the property (appraised as vacant land). The required open space fee for the proposed Thunder Valley Subdivision property would be \$46,000 (10% of the appraised land value of \$460,000). However, based on the appraisal of \$19,271.00 per acre, the value of the 1.79 acres of open space for proposed Tract B is \$34,495.09, therefore, if the City Council accepts the open space dedication, the Applicant would still owe the remaining \$11,504.91 to the City.

SUGGESTED MOTION:

I move to (approve/deny) the request to accept the dedication of open space land in the Thunder Valley Subdivision, proposed Tract B, 1.79 acres, with the condition the Applicant 1) remove the old car bodies, 2) stabilize the bank, and 3) do a general clean-up of the area including removal of tires and other debris, prior to City acceptance. The Applicant shall also make payment of the remaining \$11,504.91 to the City of Grand Junction in compliance with the City's Open Space Dedication In-Lieu Fee.

Attachments

1. Preliminary Plan - Phasing Plan
2. Aerial Photo of Site
3. Lewis Wash Photos
4. Compilation of Parks and Recreation Advisory Board Meeting Discussions









**Compilation of Parks and Recreation Advisory Board Meeting Discussions
Regarding Thunder Valley Subdivision – Open Space Dedication**

Meeting Date	Verbatim Paragraph from Adopted Minutes
July 6, 2017	<p>Item 5: Thunder Valley Subdivision – Open Space Dedication Scott Peterson, of the City Planning Department, talked with the Board about the Thunder Valley Subdivision and the proposed open space dedication. Zoning regulations require developers to pay 10% of the value of the raw land in open space fees. This dedication equals about 70% of requirement. Long term this does appear to provide a good north-south connector, though the Urban Trails committee has not weighed in on this particular parcel. Mr. Peterson informed the Board that the City would like to control as many of the washes as possible for storm water management. The Board raised some concerns regarding the legal liability based on the steepness of the area and other hazards that are present in the proposed dedication. The Board does support the project pending an evaluation by the City Planning, Public Works and Legal staff. Mr. Peterson indicated that he would return to a future meeting after further evaluation takes place.</p>
October 5, 2017	<p>Item 4: Update: Thunder Valley Subdivision Rob Schoeber talked with the Board about the requests made (removal of the cars and thinning of the larger trees) of the developer before the City could move forward with the process.</p>
November 2, 2017	<p>Item 6: Update: Thunder Valley Subdivision Land Dedication Request Rob Schoeber stated that he received a recent update from City Planner Scott Peterson. The developer has agreed that some materials could be removed from the site prior to dedication, however he believes some items should remain to provide stabilization of the slope. Mr. Peterson would like to provide an in depth update to the Board during the December meeting.</p>
December 7, 2017	<p>Item 4: Update: Thunder Valley Subdivision Land Donation Request Scott Peterson summarized that the Thunder Valley Subdivision is proposing to donate 1.78 acres to meet their open space requirement. Scott Peterson showed a map of the area. Bob Wiig motioned to accept the land contingent upon safety concerns being addressed. The motion was seconded by Gary Schroen and carried unanimously. Motion approved by the Parks and Recreation Advisory Board: Yes 6 No 0</p>



Grand Junction City Council

Regular Session

Item #11.a.

Meeting Date: June 18, 2018

Presented By: John Shaver, City Attorney

Department: City Attorney

Submitted By: Jay Valentine

Information

SUBJECT:

Ridges Metropolitan District Lien Release Request

RECOMMENDATION:

Staff recommends the Ridges Metropolitan District release the liens that have been paid in full.

EXECUTIVE SUMMARY:

The Ridges Metropolitan District, pursuant to authorization of its Board of Directors, and in accordance with and pursuant to the statutes of the State of Colorado, had given notice to owner of certain parcels within the District of underpaid water and sewer charges and fees, and recorded a perpetual statutory lien for such charges and fees. The liens against the parcels listed in Exhibit 1 have since been paid in full and therefore a release of the liens is requested.

BACKGROUND OR DETAILED INFORMATION:

The Ridges Metropolitan District was annexed into the City and dissolved as a separate district in 1992. The District continues in existence however for the purpose of providing for the payment of the District's outstanding debt, which included the payment of the Ridges Metropolitan District bonds that were paid off in 2017, and recording and/or releasing perpetual statutory lien for charges and fees. This action will release the liens on certain parcels associated with unpaid water and sewer charges and fees that have since been paid in full.

FISCAL IMPACT:

Water and sewer charges of \$15,594.43 have been paid in full thus triggering the release of liens. These funds have been deposited into the Persigo Waste Water Treatment Fund.

SUGGESTED MOTION:

I move that the Ridges Metropolitan District Board release the liens associated with Book 1772, Page 211, Reception No. 1533011.

Attachments

1. Ridges Metro District Release of Lien

Release of Lien - PARTIAL

To all whom it may concern:

The Ridges Metropolitan District, pursuant to authorization of its Board of Directors, and in accordance with and pursuant to the statutes of the State of Colorado, had given notice of unpaid water and sewer charges and fees, and recorded a perpetual statutory lien for such charges and fees at Book 1772, Page 211, Reception No. 1533011 on or about January 4, 1990 on that certain real property described therein.

The Ridges Metropolitan District hereby RELEASES, due to satisfaction thereof in full, said lien(s) on/against those certain parcels listed in the attached Exhibit 1.

RIDGES METROPOLITAN DISTRICT

BY: _____

As _____ of the Board of Directors of the Ridges Metropolitan District.

STATE OF COLORADO)

COUNTY OF MESA) ss.

Subscribed and sworn to before me this _____ day of _____, 2018 by _____ as _____ of the Board of Directors of the Ridges Metropolitan District.

Witness my hand and official seal.

My commission expires _____.

Notary Public

EXHIBIT 1 – RELEASE OF LIEN

<u>Account #</u>	<u>Address</u>	<u>Filing / Block/ Lot</u>			<u>Amount</u>
001000	395 Ridges Blvd	2	8	1	\$568.61
002000	403 Ridges Blvd	2	9	2	\$613.25
310000	2397 Mariposa	3	19	7	\$139.25
462000	2346 ½ W Ridges Blvd	5	25	34	\$228.53
463000	2346 W Ridges Blvd	5	25	35	\$228.53
464000	2344 ½ W Ridges Blvd	5	25	36	\$228.53
465000	2344 W Ridges Blvd	5	25	37	\$228.53
466000	2342 ½ W Ridges Blvd	5	25	38	\$228.53
467000	2342 W Ridges Blvd	5	25	39	\$228.53
468000	2340 W Ridges Blvd	5	25	40	\$228.53
503000	2344 ½ Rattlesnake Ct	5	26	11	\$228.53
511000	2374 Rana Road	6	9	3	\$139.25
512000	2372 ½ Rana Rd	6	9	4	\$139.25
513000	2372 Rana Rd	6	9	5	\$139.25
514000	404 Prospectors Pt	6	9	6	\$139.25
515000	404 ½ Prospectors Pt	6	9	7	\$139.25
517000	406 ½ Prospectors Pt	6	9	9	\$139.25
521000	410 ½ Prospectors Pt	6	9	13	\$139.25
522000	412 Prospectors Pt	6	9	14	\$139.25
523000	414 Prospectors Pt	6	9	15	\$139.25
524000	414 ½ Prospectors Pt	6	9	16	\$139.25
539000	424 Prospectors Pt	6	9	26	\$139.25
541000	426 Prospectors Pt	6	9	28	\$139.25
547000	432 Prospectors Pt	6	9	34	\$139.25
549000	434 Prospectors Pt	6	9	36	\$139.25
550000	434 ½ Prospectors Pt	6	9	37	\$139.25
554000	2364 ½ Rana Road	6	9	41	\$139.25
555000	2364 Rana Road	6	9	42	\$139.25
556000	2362 ½ Rana Road	6	9	43	\$139.25
557000	2362 Rana Road	6	9	44	\$139.25
558000	2360 ½ Rana Road	6	9	45	\$2777.90
559000	2360 rana Road	6	9	46	\$139.25
560000	2358 ½ Rana Road	6	9	47	\$139.25
561000	2358 Rana Road	6	13	57	\$139.25
563000	2363 ½ Rana Road	6	9	59	\$139.25
564000	2365 rana Road	6	13	60	\$139.25
566000	2367 Rana Road	6	13	62	\$139.25
568000	403 ½ Rana Road	6	13	64	\$139.25
569000	403 Rana Road	6	13	65	\$139.25
570000	401 ½ Rana Road	6	13	66	\$755.18
571000	401 Rana Ct	6	13	67	\$139.25

<u>Account #</u>	<u>Address</u>	<u>Filing / Block/ Lot</u>			<u>Amount</u>
572000	400 Rana Ct	6	13	68	\$139.25
573000	400 ½ Rana Ct	6	13	69	\$139.25
574000	402 Rana Ct	6	13	70	\$139.25
575000	402 ½ Rana Ct	6	13	71	\$139.25
578000	2371 Rana Road	6	13	74	\$139.25
580000	2373 Rana Road	6	13	76	\$139.25
581000	2373 ½ Rana Road	6	13	77	\$139.25
582000	2375 ½ Rana Road	6	13	78	\$139.25
583000	409 Prospectors Pt	6	30	1	\$139.25
584000	421 ½ Prospectors Pt	6	30	2	\$139.25
585000	421 Prospectors Pt	6	30	3	\$139.25
586000	419 ½ Prospectors Pt	6	30	4	\$139.25
587000	419 Prospectors Pt	6	30	5	\$139.25
588000	417 ½ Prospectors Pt	6	30	6	\$139.25
589000	417 Prospectors Pt	6	30	7	\$139.25
590000	415 ½ Prospectors Pt	6	30	8	\$139.25
591000	415 Prospectors Pt	6	30	9	\$139.25
592000	413 ½ Prospectors Pt	6	30	10	\$139.25
593000	413 Prospectors Pt	6	30	11	\$139.25
594000	411 ½ Prospectors Pt	6	30	12	\$139.25
595000	411 Prospectors Pt	6	30	13	\$139.25
596000	409 ½ Prospectors Pt	6	30	14	\$139.25
597000	2397 Pleasant Ridge Ct	6	29	1	\$139.25
620000	423 ¼ Pleasant Hollow	6	29	13	\$139.25
621000	423 ¾ Pleasant Hollow	6	29	14	\$139.25
624000	2389 ½ Pleasant Ridge	6	29	16	\$139.25
625000	2389 Pleasant Ridge	6	29	17	\$139.25
626000	2387 ½ Pleasant Ridge	6	29	18	\$139.25
627000	2387 Pleasant Ridge	6	29	19	\$139.25
628000	2385 ½ Pleasant Ridge	6	29	20	\$139.25
629000	2385 Pleasant Ridge	6	29	21	\$139.25
630000	2383 Pleasant Ridge	6	29	22	\$139.25
631000	2381 Pleasant Ridge	6	29	23	\$139.25
634000	346 W Ridges Blvd	5	25	41	\$139.25
635000	346 ½ W Ridges Blvd	5	25	42	\$139.25
636000	348 W Ridges Blvd	5	25	43	\$139.25

CITY COUNCIL MEETING CITIZEN PRESENTATION		Date
Citizen's Name	Bruce Lonn Miller	
Subject	Partners Program School Board Meeting	
Phone Number (optional)		Including your phone number is helpful if we would like to contact you in response to your questions, comments, or concerns. Thank you!



Bruce Lohmiller <brucelohmiller@gmail.com>

Colorado ballot access

Joel Albin <Joel.Albin@sos.state.co.us>
To: "brucelohmiller@gmail.com" <brucelohmiller@gmail.com>

Thu, Jun 14, 2018 at 12:34 PM

Mr. Lohmiller,

The Secretary of State's Office has reviewed your qualifications and received all the required paperwork to place you on the 2018 general election write-in list for the office of US House District 3 as Bruce Lohmiller, Green.

I have also attached a copy of the voluntary term limits pledge. Completing and submitting this form is voluntary, but it allows you to choose a term limits preference if you would like.

Let me know if you have any questions.

Joel Albin
Ballot Access Manager
Elections Division
Colorado State Department
303-894-2200 x6317

Partners Program (Meaus Partners)
School Board Meeting
1) 9/11 Violence Reports MH Holders
2) School Sex Ed Class
Complete + awful
the Dignity Movement
"Equal Justice"
Bruce Lohmiller

US House Voluntary Term Limit Pledge.pdf
22K