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**CITY COUNCIL AGENDA
WEDNESDAY, SEPTEMBER 5, 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 September 5, 2018 as Sister City Day in the City of Grand Junction

Proclaiming September 10 - 16, 2018 as National Direct Support Professional Week in the City of Grand Junction

Proclaiming September 10 - 16, 2018 as Colorado Cities and Towns Week in the City of Grand Junction

Proclaiming September 15 - October 15, 2018 as Hispanic Heritage Month in the City of Grand Junction

Proclaiming September 17 - 23, 2018 as Constitution Week in the City of Grand Junction

Appointments

To the One Riverfront Commission

To the Urban Trails Committee

To the Commission on Arts and Culture

To the Grand Junction Housing Authority

Certificate of Appointments

To the Parks and Recreation Advisory Board

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.

City Manager Report

- a. Colorado Cities and Towns Week: Council/Manager Form of Government

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. Minutes of the August 13, 2018 Executive Session
- b. Summary of the August 13, 2018 Workshop
- c. Minutes of the August 15, 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. Introduction of an Ordinance Describing the Functions of the Municipal Court and Setting a Public Hearing for October 3, 2018
- b. Quasi-judicial

- i. Introduction of an Ordinance Rescinding Ordinance No. 4810 Regarding the Fossil Trace Rezone and Setting a Public Hearing for September 19, 2018
- ii. Introduction of an Ordinance Rezoning the Fossil Trace Holdings, LLC Property from R-R (Residential – Rural) to R-1 (Residential - 1 du/ac), Located at 465 Meadows Way, and Setting a Public Hearing for September 19, 2018
- iii. A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, Exercising Land Use Control, and Introducing Proposed Annexation Ordinance for the Frog Pond Annexation of 4.49 Acres, Located at 2501 Monument Road, and Setting a Public Hearing for December 5, 2018

3. Contracts

- a. 2018 Contract Street Maintenance - Asphalt Overlays - Change Order #2
- b. Health Services Agreement with Marathon Health, LLC

4. Resolutions

- a. A Resolution Authorizing the City Manager to Submit a Grant Request to the Mesa County Federal Mineral Lease District for Completion of Infrastructure for Firefighter Training at the Colorado Law Enforcement Training Center

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. An Ordinance Amending the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding the Decision-making Authority of Boards, Commissions, and the Director

6. Non-Scheduled Citizens & Visitors

This is the opportunity for individuals to speak to City Council about items that are not on tonight's agenda. This time may be used to address City Council about items that were discussed at a previous City Council Workshop.

7. Other Business

8. Adjournment

Grand Junction

State of Colorado

PROCLAMATION

WHEREAS, the City of Grand Junction has recognized El Espino, El Salvador as its official Sister City since September of 2005; and

WHEREAS, dozens of members of the Grand Valley community have participated in cultural exchange with the citizens of El Espino through cultural immersion trips with the Foundation for Cultural Exchange; and

WHEREAS, throughout the previous 13 years, this city through its community partnership has fostered long-term relationships between the people of Grand Junction and El Espino, thereby advancing peace, prosperity, and cultural understanding in both communities; and

WHEREAS, it is appropriate to recognize all the efforts of the Foundation for Cultural Exchange on this thirteenth anniversary and to express appreciation for the work they and other community members have done.

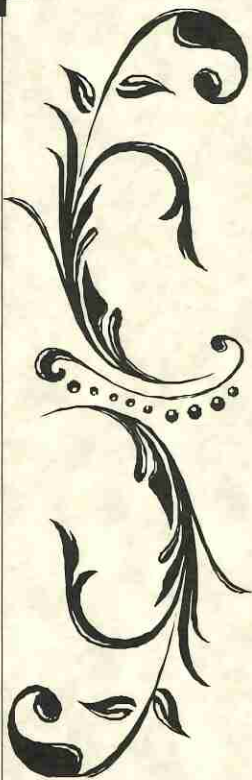
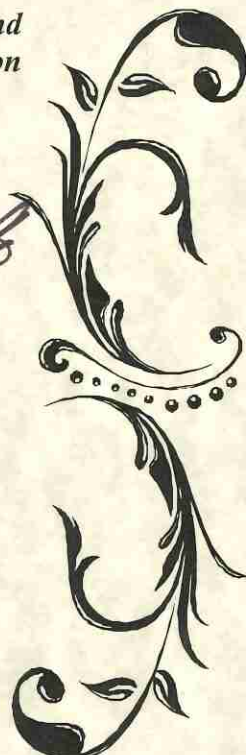
NOW, THEREFORE, I, Barbara Traylor Smith, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim September 5, 2018 as

“SISTER CITY DAY”

in the City of Grand Junction and congratulate the Foundation and other community members who have participated in cultural exchanges with the people of El Espino.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 5th day of September, 2018.

Barbara Traylor Smith
Mayor



Grand Junction

State of Colorado

PROCLAMATION

WHEREAS, September 10 - 16, 2018 has been designated as "National Direct Support Professional Recognition Week" in order to celebrate and recognize professionals who provide support to millions of individuals with intellectual and developmental disabilities; and

WHEREAS, the dedication and vital role of direct support professionals enhances the lives of individuals with disabilities of all ages; and

WHEREAS, family members, friends, and the community at large all play a role in commending direct support professionals as integral in supporting the needs that reach beyond the capacities of millions of families and supporting the long-term support and services system in the United States; and

WHEREAS, the Grand Junction City Council recognizes those who directly help people with disabilities in order to access housing, employment, and recreation activities which help create productive and satisfying lives, and to live as independently as possible.

NOW, THEREFORE, I, Barbara Traylor Smith, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim September 10 - 16, 2018 as

"DIRECT SUPPORT PROFESSIONAL RECOGNITION WEEK"

in the City of Grand Junction and call upon the citizens of Grand Junction to observe the week with appropriate programs and activities. Furthermore, I encourage the citizens of Grand Junction to seek information from those organizations with expertise in matters concerning professionals who support individuals with intellectual and developmental disabilities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 5th day of September 2018.



Barbara Traylor Smith
Mayor



Grand Junction

State of Colorado

PROCLAMATION

WHEREAS, municipal government is the government closest to most citizens and the one with the most direct daily impact upon its residents; and

WHEREAS, municipal government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, Colorado Cities and Towns Week is a very important time to recognize the important role played by municipal government in our lives; and

WHEREAS, the Colorado Municipal League's member cities and towns have joined together to teach students and other citizens about municipal government through a variety of different projects and information; and

WHEREAS, Colorado Cities and Towns Week offers an important opportunity to convey to all the citizens of Colorado that they can shape and influence government through their civic involvement.

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 September 10 through 16, 2018 as

"COLORADO CITIES AND TOWNS WEEK"

in the City of Grand Junction and urge all citizens, municipal government elected officials and employees to do everything possible to ensure this week is recognized and celebrated.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 5th day of September, 2018.

Barbara Traylor Smith
Mayor



Grand Junction

State of Colorado

PROCLAMATION

WHEREAS, from America's earliest days, Hispanics have played an important role in our national heritage, and continue to embody the pioneering spirit of America today, demonstrating a steadfast commitment to faith, family, and hard work; and

WHEREAS, Hispanic-owned small businesses are the fastest growing businesses in America, growing at a pace 15 times the national average over the last decade. Hispanics own more than three million businesses and are a testament to the American promise that anyone can succeed in the United States through hard work; and

WHEREAS, Hispanics serve with honor in all branches of the Armed Forces, continuing a strong legacy of dedication to our country that has seen the Medal of Honor awarded to 60 Hispanics; and

WHEREAS, Hispanics lift up our communities and our economy as entrepreneurs, executives, and small business owners, and make contributions in areas such as science, art, music, politics, academia, government, and sports; and

WHEREAS, this month, we recognize the countless contributions of Hispanics that help make our Nation a thriving and secure land of opportunity with a Kick-off event at the Art Center on September 14, a Golf Tournament on September 15, Community Stories on September 22, Youth Night Showcase on September 29, Si Se Puede presentation on October 6, and a Closing Ceremony at the Botanical Gardens on October 13.

NOW, THEREFORE, I, Barbara Traylor Smith, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim September 15 – October 15, 2018 as

"HISPANIC HERITAGE MONTH"

in the City of Grand Junction and call upon public officials, educators and all Americans to observe this time with appropriate ceremonies, activities and programs.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 5th day of September 2018.



Barbara Traylor Smith
Mayor



Grand Junction

State of Colorado

PROCLAMATION

WHEREAS, our Founding Fathers, in order to secure the blessings of liberty for themselves and their posterity, did ordain and establish a Constitution for the United States of America; and

WHEREAS, it is of the greatest importance that all citizens fully understand the provisions and principles contained in the Constitution in order to support, preserve, and defend it against all enemies; and

WHEREAS, signing of the Constitution provides a historic opportunity for all Americans to realize the achievements of the Framers of the Constitution and the rights, privileges, and responsibilities it affords; and

WHEREAS, the independence guaranteed to American citizens, whether by birth or naturalization, should be celebrated by appropriate ceremonies and activities during Constitution Week, September 17th – 23rd, as designated by proclamation of the President of the United States of America in accordance with Public Law 915.

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 September 17 - September 23, 2018 as

"CONSTITUTION WEEK"

in the City of Grand Junction and urge all our residents to reflect during that week on the many benefits of our Federal Constitution and American citizenship.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 5th day of September, 2018.



Barbara Traylor Smith
Mayor





Grand Junction City Council

Regular Session

Item #

Meeting Date: September 5, 2018

Presented By: Wanda Winkelmann, City Clerk

Department: City Clerk

Submitted By: Wanda Winkelmann

Information

SUBJECT:

To the One Riverfront Commission

RECOMMENDATION:

To appoint three members to the One Riverfront Commission.

EXECUTIVE SUMMARY:

There are three vacancies on the One Riverfront Commission.

BACKGROUND OR DETAILED INFORMATION:

Three members terms expired July 2018.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to (appoint/not appoint) the interview committee's recommendations to the One Riverfront Commission for terms expiring July 2021.

Attachments

None



Grand Junction City Council

Regular Session

Item #

Meeting Date: September 5, 2018
Presented By: Wanda Winkelmann, City Clerk
Department: City Clerk
Submitted By: Wanda Winkelmann

Information

SUBJECT:

To the Urban Trails Committee

RECOMMENDATION:

To appoint three members to the Urban Trails Committee.

EXECUTIVE SUMMARY:

There are currently four vacancies on the Urban Trails Committee. Three applications were received.

BACKGROUND OR DETAILED INFORMATION:

There are four vacancies due to a resignation and three members terms expired June 2018.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to (appoint/not appoint) the interview committee's recommendations to the Urban Trails Committee for terms expiring June 2021.

Attachments

None



Grand Junction City Council

Regular Session

Item #

Meeting Date: September 5, 2018
Presented By: Wanda Winkelmann, City Clerk
Department: City Clerk
Submitted By: Wanda Winkelmann

Information

SUBJECT:

To the Commission on Arts and Culture

RECOMMENDATION:

To appoint members to the Commission on Arts and Culture.

EXECUTIVE SUMMARY:

There are currently two vacancies on the Commission on Arts and Culture.

BACKGROUND OR DETAILED INFORMATION:

There are two vacancies due to a resignation and a term expiration.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to (appoint/not appoint) the interview committee's recommendations to the Commission on Arts and Culture.

Attachments

None



Grand Junction City Council

Regular Session

Item #

Meeting Date: September 5, 2018
Presented By: Wanda Winkelmann, City Clerk
Department: City Clerk
Submitted By: Wanda Winkelmann

Information

SUBJECT:

To the Grand Junction Housing Authority

RECOMMENDATION:

To appoint a member to the Grand Junction Housing Authority.

EXECUTIVE SUMMARY:

There is one vacancy on the Grand Junction Housing Authority.

BACKGROUND OR DETAILED INFORMATION:

There is one vacancy due to a resignation.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to (appoint/not appoint) the interview committee's recommendation to the Grand Junction Housing Authority.

Attachments

None



Grand Junction City Council

Regular Session

Item #

Meeting Date: September 5, 2018
Presented By: Wanda Winkelmann, City Clerk
Department: City Clerk
Submitted By: Wanda Winkelmann

Information

SUBJECT:

To the Parks and Recreation Advisory Board

RECOMMENDATION:

Present Certificate of Appointment.

EXECUTIVE SUMMARY:

Reappointed member Gary Schroen will accept his Certificate of Appointment to the Parks and Recreation Advisory Board for a three year term expiring June 2021.

BACKGROUND OR DETAILED INFORMATION:

Gary Schroen was reappointed at the August 15, 2018 City Council meeting.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

N/A

Attachments

None

GRAND JUNCTION CITY COUNCIL

SPECIAL SESSION MINUTES

August 13, 2018

The City Council of the City of Grand Junction, Colorado met in Special Session on Monday, August 13, 2018 at 5:00 p.m. in the Administration Conference Room, 2nd Floor, City Hall, 250 N. 5th Street. Those present were Councilmembers Bennett Boeschstein, Chris Kennedy, Duncan McArthur, Phyllis Norris, Rick Taggart, Duke Wortmann, and Mayor Barbara Traylor Smith.

Also present were City Manager Greg Caton, City Attorney John Shaver, Community Development Director Tamra Allen, Parks and Recreation Director Rob Schoeber, and Finance Director Jodi Romero.

Councilmember Wortmann moved to go into Executive Session to discuss matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators pursuant to Sections 24-6-402 (4)(e) and 24-6-402 (4)(a) of Colorado's Open Meetings Law relative to a possible lease or transfer of real property/interest in real property, the location of which will remain confidential as disclosure would compromise the purpose for which the Executive Session is authorized as allowed by and pursuant to Section 24-6-402(4) of Colorado's Open Meetings Law, and we will not be returning to open session. Councilmember Boeschstein seconded. Motion carried unanimously.

The City Council convened into Executive Session at 5:04 p.m.

Councilmember Kennedy moved to adjourn. Councilmember Taggart seconded. Motion carried unanimously.

The meeting adjourned at 5:31 p.m.

Wanda Winkelmann
City Clerk

GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY
August 13, 2018 – Noticed Agenda Attached

Meeting Convened: 6:03 p.m. in the City Hall Auditorium

Meeting Adjourned: 8:24 p.m.

City Councilmembers present: Councilmembers Bennett Boeschstein, Chris Kennedy, Duncan McArthur, Phyllis Norris, 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, Finance Director Jodi Romero, Deputy Finance Director Jay Valentine, Parks and Recreation Director Rob Schoeber, Recreation Superintendent Traci Wieland, Public Works Director Trent Prall, Police Chief Shoemaker, Fire Chief Watkins, Human Resources Director Claudia Hazelhurst, and City Clerk Wanda Winkelmann.

Mayor Traylor Smith called the meeting to order.

Agenda Topic 1. Discussion Topics

- a. Expansion of Transportation Network and Infrastructure Needs Discussion
- b. First Responder Needs
- c. Matchett Park and Community Center

City Manager Caton introduced the topic and provided an overview of the following needs:

1. Transportation: \$184 million in future needs for road projects over the next ten years.
2. Fire Department: Almost \$11 million for future capital projects (which includes new fire stations).
3. Police Department: Staffing needs and workload were reviewed, with over \$3 million identified for future positions to meet operational and community needs.

Discussion ensued about the possible funding for these needs, such as sales tax on groceries and a tax on residential utilities.

PLACE representative Andrey Krievs noted her group conducted a door-to-door poll and learned that voters would support a ballot question to combine both the community center project with developing Matchett Park; however, voters did not support “bundling” a community center question with the other items identified above for transportation and first responder needs.

Support was expressed by City Council for staff to work with the PLACE committee on a ballot question for the April election.

Agenda Topic 2. Next Workshop Topics

City Manager Caton reported the September 3 Workshop is canceled due to the Labor Day Holiday.

The September 17 Workshop will entail a discussion on the Hope West Expansion Project and a report on the Municipal Court.

3. Other Business

There was none.

Adjournment

The Workshop adjourned at 8:24 p.m.

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

August 15, 2018

The City Council of the City of Grand Junction convened into regular session on the 15th day of August 2018 at 6:00 p.m. Those present were Councilmembers Bennett Boeschstein, Duncan McArthur, Phyllis Norris, Rick Taggart, Duke Wortmann, and Council President Barbara Traylor Smith. Councilmember Chris Kennedy arrived at 6:31 p.m. 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 Wortmann led the Pledge of Allegiance which was followed by an invocation by Eric Turner, Pastor of Liberty Baptist Church of Grand Junction.

Presentations - July Yard of the Month Winner

Parks Maintenance Supervisor Randy Coleman presented the July Yard of the Month award to Georgann Jouflas, 743 Wedge Drive, Grand Junction, CO 81506.

Appointments - To the Horizon Drive Association Business Improvement District

Councilmember Boeschstein moved to appoint Cameron Reece to the Horizon Drive Association Business Improvement District for a partial term ending April 2022. Councilmember Norris seconded the motion. Motion carried unanimously by voice vote.

Appointments - To the Parks and Recreation Advisory Board

Councilmember Wortmann moved to reappoint Gary Schroen and Marc Litzen to the Grand Junction Parks and Recreation Advisory Board for terms ending June 2021. Councilmember Boeschstein seconded the motion. Motion carried unanimously by voice vote.

Certificates of Appointment

Councilmember Norris presented Josh Niernberg and Maria Rainsdon with their Certificates of Appointment to the Grand Junction Downtown Development Authority/Downtown Grand Junction Business Improvement District (DDA/BID) for terms ending June 2022.

Citizen Comments

Andrey Krieves thanked City Council for their vision and information regarding the Community Center.

Bruce Lohmiller spoke about the C.A.S.A. (Court Appointed Special Advocates) program, Operation Revamp and Whole Lives Training.

Richard Swingle commented on the August 13, 2018 City Council Workshop.

City Manager Report

City Manager Caton reported the City received a \$1 million Department of Local Affairs grant. The Grand Junction Fire Department Wildland Team was recently deployed to Medford, Oregon to help with the Miles and Sugar Pine fires.

Council Reports

Councilmember McArthur attended a 5-2-1 Drainage Authority board meeting, the University of Colorado Student Celebration, the Colorado State University Research Center groundbreaking on Orchard Mesa, and the AGNC (Associated Governments of Northwest Colorado) Economic Development Summit and board meeting.

Councilmember Wortmann commented on the August 13, 2018 City Council Workshop items. He noted staff was directed to move forward with a resolution for Matchett Park and to provide information on the importance of first responder services.

Councilmember Boeschstein agreed with Councilmember Wortmann that the Workshop discussion was good. He said he is in favor of the Community Center at Matchett Park and that community centers deter crime. Councilmember Boeschstein attended meetings for Urban Trails, the Business Incubator, and Museum of the West.

Councilmember Norris attended the DDA/BID and Las Colonias Development Corporation meetings. She noted the purpose of Workshops is for staff to educate Council in order for the best direction to be given and that infrastructure projects are planned about ten years out.

Councilmember Taggart attended Grand Junction Regional Airport meetings regarding adoption of updated minimum standards and public/private partnerships.

Council President Traylor Smith said funding for first responders is a priority and asked Council to give input to the City Manager regarding ballot language. She attended the Colorado Strategic Action Planning Group on Aging presentation and invited citizens to attend the following: the Board of County Commissioners and Mesa County Veterans

Services Vietnam Veteran Recognition, Coffee with the City Manager, and the Colorado Mesa University Convocation Ceremony.

Consent Agenda

Councilmember Boeschstein moved to adopt items #1 - #4 on the Consent Agenda. Councilmember Norris seconded the motion. Motion passed unanimously by voice vote.

1. Approval of Minutes

- a. Summary of the July 30, 2018 Workshop
- b. Minutes of the August 1, 2018 Regular Meeting

2. Continue Public Hearings

- a. Legislative
 - i. An Ordinance Amending the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Establishing Voting Procedures of the Planning Commission and to Simplify, Clarify and Better Organize the Text Describing the Authority of the Zoning and Development Decision-Making Bodies and Setting a Public Hearing for September 5, 2018

3. Contracts

- a. Contract for Las Colonias Business Park Project Phase 2

4. Resolutions

- a. Resolution Authorizing a Telecommunication Facility at Fire Station #4, Located at 2884 B 1/2 Road
- b. A Resolution Vacating a Sanitary Sewer Easement on School District 51's Dual Immersion Academy School Property, Located at 552 West Main Street
- c. A Resolution Amending the 2018 City Council Meeting Schedule
- d. Resolution Authorizing the City Manager to Accept Three Grant Offers and Sign the Co-Sponsorship Agreements for the Airport

Public Hearing - An Ordinance Amending Section 24.12.140, 24.12.160, 24.12.170, and 24.12.180 of the Greater Downtown Overlay (Title 24 of the Grand Junction Municipal Code) Regarding Design Guidelines and Standards in the Greater Downtown Transitional and Residential Area

This request is to amend sections of the Greater Downtown Overlay to revise design standards and guidelines for the Residential and Transitional areas. In general, these revisions include creating more consistent language for defining terms, to remove specific requirements for pitched roofs, and to remove the term “residential” from architectural references in the Transitional Area.

Community Development Director Tamra Allen reviewed the proposed amendments.

The public hearing opened at 6:44 p.m.

Elizabeth Rowen spoke against the amendments.

The public hearing closed at 6:47 p.m.

City Council discussed the overlay location, DDA input, the timeline, and noted that some of the definitions/standards are ambiguous and/or inconsistent.

City Manager Caton said the emphasis for the amendments were for residential areas.

Councilmember Kennedy moved to table Ordinance No. 4812 - an Ordinance amending parts of the Downtown Overlay (Title 24 of the Grand Junction Municipal Code) regarding policies, standards and guidelines of the residential and transitional areas pending definition clarity and DDA input. Councilmember McArthur seconded the motion. Motion carried unanimously by roll call vote.

Public Hearing - An Ordinance Amending Section 21.04.030(h), 21.10.020, 21.04.010 and 21.06.050 (Title 21 of the Grand Junction Municipal Code) Allowing and Regulating Short Term Rentals and Incorporating Bed and Breakfasts as Short Term Rentals

This request is to amend sections of the of the Zoning and Development Code allowing and regulating Short Term Rentals and incorporating Bed and Breakfast as a Short Term Rental. Despite the presence and growing supply of short-term rentals, the Grand Junction Municipal Code (GJMC) only allows these uses in commercially zoned areas and does not allow for these uses in residentially zoned areas. Most short term rentals are currently operating in zone districts that do not allow this use; however, the City has not actively pursued enforcement of code violations of these units. Because of the uniqueness of this use, most communities have found short term rentals fall outside of the traditional definitions of Lodging and thus warrant their own unique definition and in many cases their own standards.

Council President Traylor Smith and Councilmember Kennedy disclosed private interests in short term rentals.

Community Development Director Tamra Allen reviewed the proposed amendments.

The public hearing opened at 7:08 p.m.

Richard Swingle requested individual Homeowner's Associations (HOA) be granted the ability to approve or deny short term rentals.

Elizabeth Rowen supported the ordinance.

The public hearing closed at 7:12 p.m.

City Council discussion included concerns that end users were not specifically invited to be a part of the Working Group, whether the ordinance included single room as well as full house rentals, HOA covenant infractions, short term rentals being considered a commercial use, who will determine occupancy limits and be required to inspect and enforce the stipulations, if and where occupancy limits will be posted, what the implementation timeline is and what level of enforcement will be used.

City Manager Caton said the City is looking into an agreement with Airbnb and this ordinance would allow and regulate these rentals.

Councilmember Wortmann moved to adopt Ordinance No. 4813 - an Ordinance amending Section 21.04.030(h), 21.10.020, 21.04.010 and 21.06.050 of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) allowing and regulating Short Term Rentals and incorporating Bed and Breakfasts as Short Term Rentals on final passage and ordered final publication in pamphlet form.

Councilmember Boeschstein seconded the motion. Motion carried unanimously by roll call vote.

Public Hearing - An Ordinance Rezoning the River Walk Subdivision from R-4 (Residential - 4 du/ac) to R-8 (Residential - 8 du/ac), Located at 3125 D Road

The applicant, 3125 D Road, LLC requested a rezone of a 9.37-acre parcel of land located at 3125 D Road from R-4 (Residential - 4 du/ac) to the R-8 (Residential - 8 du/ac) zone district for the purpose of future residential subdivision development. The requested R-8 zone district is consistent with the Comprehensive Plan Future Land Use designation for the property of Residential Medium (4 - 8 du/ac).

Senior Planner Scott D. Peterson presented the item.

City Council expressed concerns the 100-year flood plan was not considered, that River Trail subdivision residents are not permitted direct access to Riverfront Trail, and that the staff report does not include neighborhood meeting information.

The public hearing opened at 7:44 p.m.

There were no public comments.

The public hearing closed at 7:45 p.m.

Councilmember Kennedy moved to adopt Ordinance No. 4814 - an Ordinance rezoning the River Walk Subdivision from R-4 (Residential - 4 du/ac) to the R-8 (Residential - 8 du/ac) zone district, located at 3125 D Road on final passage and ordered final publication in pamphlet form. Councilmember Boeschenstein seconded the motion. Motion carried unanimously by roll call vote.

Non-Scheduled Citizens & Visitors

Richard Swingle commented the City/County working relationship is not robust, but there are a lot of community entities that could help reduce City expenses.

Other Business

There was none.

Adjournment

The meeting adjourned at 7:48 p.m.

Wanda Winkelmann, MMC
City Clerk



Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: September 5, 2018
Presented By: John Shaver, City Attorney
Department: City Attorney
Submitted By: John Shaver

Information

SUBJECT:

Introduction of an Ordinance Describing the Functions of the Municipal Court and Setting a Public Hearing for October 3, 2018

RECOMMENDATION:

Staff recommends adoption of the ordinance.

EXECUTIVE SUMMARY:

As a home rule municipality and in accordance with the City Charter and the Colorado Constitution, the City of Grand Junction may adopt an ordinance(s) setting forth the roles, responsibilities and duties of staff associated with the operation and administration of the Municipal Court. In the interest of good governance and fully utilizing the authority of local control, staff has drafted the attached ordinance that describes the functions of the Municipal Court and defines the relationship between the other branches of the City government and the Court.

BACKGROUND OR DETAILED INFORMATION:

The complexity and cost of operating the municipal court have increased in large part attributable to changes in state laws and changes made by the Court. In 2016 the City participated in many meetings involving numerous law enforcement, judicial system and justice service agencies concerning Mesa County's application for a MacArthur Foundation grant. Among other things the grant application process was geared toward reducing the number of inmates and the number of days of incarceration of inmates.

As part of both the MacArthur Foundation grant process and the previous recommendation for an ordinance, the City evaluated its utilization of the jail and the City Attorney began an alternative sentencing pilot program modeled on State law. That program offered diversion to many first time and low level offenders. With adoption of the proposed ordinance, diversion will become a permanent alternative disposition commended to the discretion of the prosecuting attorneys.

Additionally the ordinance defines the structure and operation of the Court, a process for the appointment and evaluation of the Municipal Judges and the reporting relationships of Court staff. With those relationships clearly and well defined the City can set the future and long term operation of the Court as determined by the City Council, the Charter and the Constitution.

FISCAL IMPACT:

None directly attributable to the ordinance/its adoption.

SUGGESTED MOTION:

I move to introduce an ordinance to repeal chapter 2.28 of the City of Grand Junction Municipal Code and to reenact chapter 2.28 describing the functions of the Municipal Code and set a hearing for October 3, 2018.

Attachments

1. Municipal Court Ordinance

ORDINANCE NO. ____

**AN ORDINANCE TO REPEAL CHAPTER 2.28 OF THE CITY OF GRAND JUNCTION
MUNICIPAL CODE AND TO REENACT CHAPTER 2.28 DESCRIBING THE
FUNCTIONS OF THE MUNICIPAL COURT**

RECITALS:

Article XX, Section 6 of the Colorado Constitution provides (in relevant part) that *the people of each city ... shall have the powers ... to legislate upon, provide, regulate, conduct and control, the creation of municipal courts; the definition and regulation of the jurisdiction, powers and duties thereof, and the election or appointment of the officers thereof ...* The City Charter further provides (in relevant part) that *the judge of the municipal court of the city shall have all the jurisdiction, powers, duties and limitations as provided for a municipal court by state law or by ordinance ...*

Pursuant to the authority granted by the Colorado Constitution and the City Charter, the City Council has adopted this ordinance to establish, acknowledge and affirm the necessity of the Municipal Court as a fair, independent and impartial tribunal while consistent with that authority and other applicable statutes, laws and ordinances, maintaining the court's impartiality and fostering a cooperative relationship with the executive and legislative branches of the City. With this ordinance the Council seeks to confirm the importance of the Court and the safeguarding for all parties and for the public of the Court as an evenhanded, unbiased and fair administrator of justice in the City.

The City's Municipal Code ("GJMC") presently adopts by reference Colorado law concerning many of the functions and operations of the Municipal Court, the GJMC does not fully or adequately describe the functions of the Municipal Court and its relationship with the various departments of the City. This ordinance more particularly describes the functions of the Municipal Court and amends the GJMC to fulfill the direction of the City Council for the function and performance of the Court.

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

Chapter 2.28 of the Grand Junction Municipal Code shall be repealed and reenacted. By and with the authority of Article VIII, Section 70 of the Charter of the City of Grand Junction this ordinance establishes, defines and describes the powers, duties, limitations, operations and functions of the Municipal Court. The chapter shall read as follows:

Chapter 2.28 MUNICIPAL COURT

2.28.010. Created.

A Municipal Court in and for the City is hereby created and established pursuant to the Charter and all lawful authority of the City of Grand Junction. This Chapter supersedes and replaces C.R.S. § 13-10-101, *et seq.* in its entirety, except as otherwise set forth in C.R.S. § 13-10-103.

2.28.020. Jurisdiction.

(a) The Municipal Court shall have original jurisdiction of all charges of misdemeanor and charges of civil infractions as determined by City Council arising under the Charter, code of ordinances, resolutions, rules and regulations of the City, with full power to assess and collect penalties, punish violators, abate nuisances, enforce orders of the court by remedial or punitive contempt, compel the attendance of witnesses, and to otherwise effect the responsibilities prescribed by ordinance, Charter, administrative regulation or court rule.

(b) The Municipal Court has jurisdiction and powers of an administrative hearing officer where so provided by the ordinances or resolutions of the City.

(c) The territorial jurisdiction of the Municipal Court shall be coextensive with the corporate limits of the City, and, in addition thereto, the court shall have the original jurisdiction of all cases arising under the provisions of this code and the Charter which arise on any city-owned property outside of the City limits or arise on non-city-owned property outside the corporate limits of the City, over which the City has authority to control and regulate by virtue of any law, rule, regulation, contract, deed, easement agreement, right-of-way or other publicly-acquired interest.

2.28.030. Court of record.

(a) For purposes of hearing cases involving persons accused of violating provisions of the Charter, the code or any other ordinance or regulation of the City, the Municipal Court is a qualified court of record and shall comply with the requirements of state law for courts of record. The Municipal Court shall furnish the record of proceedings to any party wishing to appeal from a judgment of the court, acting as a court of record, for transcription at such party's sole expense.

(b) There shall be a verbatim record made of the proceedings and evidence at trial in the Municipal Court by either electronic recording devices or stenographic means. The costs of preparation of transcripts of the record made in the Municipal Court shall be as provided in courts of record.

2.28.040. Judges – vacancy - nomination committee.

(a) The Municipal Court shall be presided over and its functions exercised by one or more judges, including municipal judge(s) and substitute judge(s) designated by the City Council, in accordance with the Charter, as amended from time to time. City Council may designate divisions of the municipal court and authority of each.

(b) In the event of a vacancy in the office of any municipal judge of the Municipal Court, the City Council shall:

(1) If necessary to secure continuity in such office, appoint a/the substitute judge as an acting municipal judge, to serve until the completion of the designation process for the successor to such office. Such acting municipal judge shall have and exercise all the authority of a municipal judge.

(2) Appoint an *ad hoc* judicial nominating committee consisting of the City Attorney, a lay person residing in the City and the Chief Judge of the 21st Judicial District or the chief judge's designee being a judge presiding in the district.

(3) The committee shall promulgate necessary rules governing its procedure, review the applications and references presented and conduct oral interviews of qualified applicants. The City Manager shall provide any municipal facilities and City staff reasonably required to achieve the duties of the committee.

(4) The committee shall submit to the City Council the names of three qualified applicants or, if there are fewer than three qualified applicants, the name of each qualified applicant, along with their applications and any written communications the committee may provide to assist the City Council in the selection process. The committee may designate an order of preference in the names submitted.

(5) The City Council shall review the materials submitted by the committee and conduct such additional procedures, including interviews with the applicants referred by the committee, as the Council may deem appropriate and from the names of the applicants submitted by the committee, designate a municipal judge.

(6) The City Council may, in the public interest, defer designation of the municipal judge and reopen the selection process as set forth in this subsection.

2.28.050. Appointment and removal of Municipal Court judges

(a) The City Council shall appoint the municipal judge(s) who shall be licensed to practice law in the State of Colorado. The municipal judge(s) shall serve for a term to be at the pleasure of the Council. A municipal judge and/or a substitute judge may be removed by the City Council at any time at the sole discretion of the Council. A municipal judge shall receive compensation as established by Council by ordinance.

(b) The City Council may appoint one (1) or more substitute municipal judges who shall serve for a term to be at the pleasure of the Council and to act when the municipal judge is unable due to temporary absence. A substitute judge shall be paid based upon the number of court sessions served by the substitute judge at a rate established by Council.

(c) Prior to taking office, a municipal judge and/or all substitute judge(s) shall execute an oath to well and faithfully perform the duties of municipal judge. The oath shall include but not be limited to a pledge to uphold the Constitution of the United States, the Constitution of the State of Colorado, the Charter of the City of Grand Junction and the laws and ordinances of the City.

(d) A municipal judge and/or any substitute judge may be removed by a majority of the City Council at any time with or without cause.

(e) Judicial performance commission.

(1) There is hereby created a judicial performance commission, established for the purpose of presenting evaluation(s) and recommendation(s) to Council in regard to the reappointment of Municipal Court judge(s).

(2) The judicial performance commission shall be composed of no less than three voting members up to seven voting members. The judicial performance commission shall consist of at least one resident(s) of the City who is(are) not licensed attorneys, and at least two of the members shall be licensed attorneys engaged in the practice of law who are residents of the City or maintain or regularly practice law within the City. With respect to the members who are licensed attorneys, an effort shall be made to appoint one attorney whose employment relates to criminal prosecution, and one attorney whose employment relates to the defense of criminal cases.

(3) No member shall be related by blood or marriage within the third degree to any other member or any judge being reviewed.

(4) The powers and duties of the judicial performance commission shall be as follows:

(i) No later than the first Tuesday in September of each odd numbered year or as often as requested by Council, the judicial performance commission shall submit to each judge of the Municipal Court a confidential evaluation of the judge's official performance.

(ii) No later than 20 days following the submission of an evaluation in accordance with subsection (1) of this section, any judge who so desires may submit to the judicial performance commission a written response to the commission's evaluation of the judge, and such written response by the judge shall become a permanent attachment to the commission's evaluation of the judge.

(iii) No later than the first Monday in November of the year of evaluation, the judicial performance commission shall certify to the Council copies of all of the commission's evaluation of the official performance of the affected judge. The judicial performance commission's evaluations shall be accompanied by a confidential recommendation regarding the appointment of the judge to another term on the bench of the Municipal Court. The recommendation shall be stated as "reappoint," "do not reappoint," or "no opinion" and shall be accompanied by an explanation.

(iv) The evaluations and recommendations made by the judicial performance commission regarding the Municipal Court judges of the city shall be based solely upon the following criteria: integrity; knowledge and understanding of substantive, procedural, and evidentiary law; communication skills, preparation, attentiveness, and control over judicial proceedings; consistency and applicability of sentencing practices; docket management and prompt case disposition; administrative skills; punctuality; effectiveness in working with participants in the judicial process; and service to the legal profession and the public. The Colorado Judicial Code as may be amended and revised, from time to time (Judicial Code) shall be considered during the evaluation process. A violation of the Judicial Code shall be a basis for a "do not reappoint."

(v) The judicial performance commission shall develop techniques for the evaluation of judges in accordance with the criteria listed in subsection (iv) of this section. Such techniques shall include questionnaires or surveys of the attorneys who practice before the judge, including but not limited to court appointed counsel, the city attorney's office and the private defense attorneys, together with jurors, law enforcement officers, defendants, court personnel, and the municipal judge(s) of the Municipal Court (except in regard to the evaluation of the municipal judge[s]). Additional evaluation techniques may include, without being limited to, questionnaires and surveys of court personnel and others who have direct and continuing contact with Municipal Court judges, and consultations with state and 21st Judicial District court administrator(s) regarding evaluation criteria, techniques, and sources for judicial performance.

(f) Council retains the sole discretion to appoint, reappoint, and remove Municipal Court judges and/or adjust compensation following any evaluation(s). The creation of the judicial performance commission shall not in any fashion abridge the authority possessed by the City Council; the commission serves as an advisory body to the City Council and its evaluations shall be considered solely recommendations for the use and benefit of the City Council.

2.28.060. Authority - Duties of the municipal judge and clerk of the Municipal Court.

(a) A municipal judge shall have full power and authority to make and adopt local rules of procedure, in writing, for the Municipal Court, provided the rules are not inconsistent

with those rules promulgated by the Colorado Supreme Court for Municipal Courts and any City ordinances. A municipal judge and any substitute judge while in the courtroom shall have all judicial powers relating to the operation of the courtroom, subject to any rules of procedure governing the operation and conduct of Municipal Courts promulgated by the Colorado Supreme Court and City ordinances.

(b) A municipal judge or a substitute judge while in the courtroom shall retain the authority and responsibility for the promulgation and enforcement of all rules, procedures and proceedings pertaining to the Municipal Court arraignments, hearings, trials, and other procedures regarding the operation of the courtroom.

(c) There shall be a clerk of the Municipal Court which shall be a separate position with separate responsibilities from the Court Administrator and the Court Administrator's staff. The Municipal Court clerk position may be a shared position with the Court Administrator and his/her staff; however, the municipal judge shall establish the duties and compensation of the clerk of the Municipal Court in collaboration with the City Manager or his/her designee. The clerk of Municipal Court shall have the power to administer oaths and affirmations in all municipal matters in the court, and issue writs and notices, including subpoenas, summonses, and copies thereof in all cases coming within the jurisdiction of the Municipal Court. At the direction of the Municipal Judge, the clerk of Municipal Court shall be responsible for preparing all papers pertaining to the operations of the Court.

2.28.070. Colorado Code of Judicial Conduct Applicable to Municipal Judges.

The Colorado Code of Judicial Conduct as may be amended and revised, from time to time (Judicial Code) is applicable to and shall guide the conduct of all judges in and for the Municipal Court of the City of Grand Junction. The judges shall use the Judicial Code to guide them in achieving and maintaining the highest standards of judicial and personal conduct. The Judicial Code shall provide a basis for discipline for misconduct under the Judicial Code; misconduct that arises out of or under a violation(s) of the City personnel policies and/or conduct which the Council deems improper may be separately disciplined by the City Council.

2.28.080. Issuance of warrants and municipal holds.

(a) The municipal judge and any substitute judge shall be and are authorized to issue warrants for the inspection, search and nuisance abatement of premises or property by municipal or joint City/County officials or inspectors upon proper application. Nothing in this section shall be construed to require the issuance of a warrant for emergency inspections or in any other case where warrants are not required by law. The Municipal Court may assess costs to a defendant named in any process, writ or warrant issued by it and which process or warrant was served or executed as provided by law, including the costs of service, commitment or incarceration which are incurred by the City in connection with the service or execution of such process, writ or warrant.

(b) Every warrant shall state the name of the defendant, the code section(s) and a brief description of the ordinance alleged to have been violated, the date and place of the alleged violation, that the defendant is alleged to have committed the offense, and the amount of bond, if any.

(c) Warrants issued by a judge for a defendant's failure to appear for an arraignment or for a show cause hearing shall require only an unsecured personal recognizance bond with a promise to appear on a date certain when the municipal court is in session. If the defendant is detained at a time at or near the time the court is in session, then the defendant shall be brought before the court without unnecessary delay.

(d) If a defendant is held in custody solely on the basis of a municipal hold for any matter other than for failure to appear for an arraignment or for a show cause hearing and the defendant has not failed to appear in the case for which the defendant is being held at least twice before, then the defendant shall be released on an unsecured personal recognizance bond with a promise to appear on a date certain when the municipal court is in session. If the defendant is detained at a time at or near the time the court is session, then the defendant shall be brought before the court.

2.28.090. Court Administrator and other staff.

(a) The City Manager shall appoint a person to serve as an administrator of the Municipal Court, and any reference in this article to "Court Administrator" shall be deemed to apply to that person. The City Manager shall appoint such other staff of the Municipal Court as may be necessary to carry out efficiently the business of the court.

(b) The City Manager and his/her designee are authorized to administer and supervise the functioning and administrative operations of the Court Administrator and all subordinate personnel of the Court Administrator's office.

(c) The Municipal Court Administrator or designee shall be present during each session of the Municipal Court. The Court Administrator shall have the following powers and duties including, but not limited to, the following:

(1) Have control, management and supervision over personnel and all matters pertaining to the business of the Municipal Court, and authority to promulgate rules and regulations pertaining to the administration of the Municipal Court.

(2) Have control, management and supervision over personnel and all matters pertaining to the administration of the violations bureau.

(3) Provide financial management and control of the Municipal Court.

(4) Keep such records and reports as specifically required by law or as deemed necessary and consult with the City Attorney regarding necessary policies or regulations to ensure their care, security, accuracy and release to the public.

(5) Record all fees, fines and penalties received and pay over such to the City Financial Director and shall make a monthly accounting of all such fees, fines and penalties collected.

(6) Prepare and keep a docket for each court session. Judgments for each case may be stored electronically and be managed by the Court Administrator in accordance with then best practices.

(7) Except when otherwise provided for by ordinance or established by Council, fees for services performed by the Municipal Court shall be promulgated by the Court Administrator. The Court Administrator shall advise Council of all fees set pursuant to this section.

(8) The Court Administrator is authorized to assign for collection to any agency or agencies authorized to do business in the State of Colorado, any fines, fees, costs and surcharges which may have been assessed by the Municipal Court and which are unpaid to the city and are delinquent.

(9) Management of the Municipal Court facility including, but not limited to, security, temporary closures for public safety reasons, weather, loss of utilities, or any other emergency.

(10) The Municipal Court Administrator shall keep a register of the actions in such court, including all fees and money collected and an index thereof.

2.28.100. Violations bureau.

(a) There is established a violations bureau for the handling of violations of applicable sections of this code, ordinances and regulations of the city or parts thereof, wherein Council has authorized that penalty assessments may be prescribed. Any person who has received any notice to appear in answer to a charge of violating any such applicable sections of this code, ordinances or regulations of the City may, within the time specified in the notice of such charge, answer at the violations bureau to the charges set forth in such notice by paying a penalty assessment, pleading guilty in writing to the charge, waiving a hearing in court and giving power of attorney to make such a plea and pay such fine in court. Delivery of the penalty assessment to the violations bureau shall be deemed acknowledgement of conviction of the alleged offense. Acceptance of the prescribed penalty assessment by the Court Administrator shall be deemed to be complete satisfaction for the violation. No person shall be deprived of a full and impartial hearing in court or by a jury, if otherwise entitled to a jury under this chapter or other applicable law.

(b) The Court Administrator shall establish the procedures by which a person may answer a charge of violation of a City ordinance by paying a penalty assessment,

pleading guilty in writing, and waiving a hearing.

(c) The court may enter and issue an outstanding judgment warrant (OJW) against a person charged with a traffic infraction who fails to plead guilty to the offense in accordance with subsection (a) of this section and who fails to appear in the Municipal Court to answer such charge on the date and time listed on the complaint or summons and complaint, or on the date and time such person is scheduled to appear, or for failure to comply with court order.

(d) The penalty assessment amount shall be that established by the Council by ordinance or otherwise, or if not set by the Council then as established by the municipal judge and the schedule is then posted in a conspicuous place at the violations bureau. Traffic offenses included in the schedule for the offenses for which a penalty assessment may be issued are traffic infractions and constitute a civil matter. Penalty assessments may also be set for traffic misdemeanors if included in the fine schedule set by the municipal judge, except for reckless driving, exceeding the speed limit by more than 24 miles per hour, exhibition of speed or speed contest, and those offenses resulting in an accident causing personal injury, death, or appreciable damage to the property of another.

(e) In any action in which the commission of a penalty assessment, including but not limited to traffic infraction(s) or other civil infraction(s), and a criminal violation of this code are charged in one complaint or summons and complaint, all charges shall be returnable and the action shall be treated as one proceeding governed by the rules, statutes and ordinances applicable to municipal violations which are not penalty assessments.

(f) The fee for the OJW entered pursuant to subsection (c) shall be in an amount determined by the Court Administrator.

(g) The court shall forward the record of such judgment entered in accordance with subsection (a), including points assessed, to the Colorado Division of Motor Vehicles, pursuant to C.R.S. §§ 42-2-127(6)(a), 42-4-1709, and 42-4-1710 as amended.

2.28.110. Initiation of prosecutions - summons and complaint.

(a) The initiation of prosecutions in the Municipal Court, including the issuance of a complaint or summons and complaint, shall be in accordance with the Colorado Municipal Court Rules of Procedure (Colorado Rules). Violations of this code for which imprisonment is not a possible penalty and that are not criminal shall follow the Colorado Rules in all such cases unless those rules are clearly inapplicable.

(b) A complaint or any other action for the violation of any of the provisions of this code shall be brought in the name of "The City of Grand Junction by and on behalf of the People of the State of Colorado" as plaintiff against the person who is alleged to have

violated the ordinance as defendant and shall be commenced in the manner provided by law.

(c) A complaint must require the person named as the defendant in such summons and complaint to appear in Municipal Court at a date and time certain to answer the charges of the violation.

(d) Any complaint or summons and complaint may be issued as provided in the Colorado Rules. The word "issued" shall be defined as preparation of the summons or summons and complaint by the City Attorney or any peace officer. For purposes of this code, the term "peace officer" shall include the employees and or agents of the City designated by the City Manager as peace officers empowered to initiate a prosecution. Those designated persons, however titled, shall have such enforcement powers without regard to the certification requirements of C.R.S. § 24-31-301, *et seq.* The designated persons are further authorized to issue and/or serve a summons and complaint for any violation of this code in any matter for which probable cause exists that the alleged violation has occurred by the individual being served.

2.28.120. Civil Infractions including but not limited to traffic infractions.

In any action where only civil infraction(s), including but not limited to traffic infraction(s), are alleged no jury trial is allowed and no attorney shall be appointed for the defendant, except in those instances where there is a counterpart state law which is criminal and/or punishable by imprisonment. The City Attorney is not required to appear on behalf of the City. If the City Attorney does not appear, then the officer shall offer sworn testimony to the facts concerning the alleged infraction. The defendant may then offer sworn testimony and evidence and shall answer questions, if such testimony is offered, as may be asked by the court. If the testimony of additional witnesses is offered by either side, the order of testimony and extent of questioning shall be within the discretion of the court. Upon the conclusion of such testimony and examination, the court may further examine or allow examination and rebuttal testimony and evidence as deemed appropriate. At the conclusion of all testimony and examination, the defendant or counsel shall be permitted to make a closing statement. The Colorado Rules of Evidence shall not apply in such actions. If all elements of a civil infraction are proven beyond a reasonable doubt, the court shall find the defendant guilty and enter appropriate judgment. If any element of a civil infraction is not proven beyond a reasonable doubt, the court shall dismiss the charge and enter appropriate judgment, provided, however, that the court may find the defendant guilty of a lesser included civil and/or traffic infraction, if based on the evidence offered, and enter appropriate judgment. If a defendant fails to appear for an arraignment or a trial for a civil infraction that does not have a counterpart state law which is criminal and/or punishable by imprisonment, then the court shall issue a default judgment for the charge(s). Appeal procedures shall be in accordance with Colorado Criminal Procedure Rule 37.

2.28.130. Court-appointed counsel.

(a) Any person charged before the Municipal Court who is indigent and unable to obtain legal counsel and who could be incarcerated if convicted of one or more of the violations with which charged may petition, in writing, to the court for court-appointed counsel. The City Attorney may, at any time during the prosecution, state in writing whether or not he or she will seek incarceration as part of the penalty upon conviction of an offense for which the defendant has been charged. If the City Attorney does not seek incarceration as part of such penalty, legal representation and supporting services need not thereafter be provided for the defendant at City expense, and no such defendant shall be incarcerated if found guilty of the charge(s).

(b) Court-appointed defense counsel shall be compensated through funds made available by the City Council at the hourly rate established by the State judicial system for court-appointed counsel.

(c) Court-appointed counsel shall only be appointed after petition by the defendant accompanied by a written sworn financial statement with the applicant attesting to the truthfulness of the information which must be sufficient to adequately advise the court that the defendant is financially unable to obtain counsel. The municipal judge shall promulgate indigent standards in writing for those desiring court-appointed counsel. The Court Administrator shall administer the process of the appointment of counsel for indigents.

(d) It shall be a misdemeanor for any person to give false information on an application for court-appointed counsel, and upon conviction of a violation, shall be punished as provided in section 1.04.090 of this code.

(e) Repayment: In any case where it is determined pursuant to this section that a defendant is able to repay all or part of the expense of court-appointed counsel, all or part of the expense may be assessed against the defendant. The action may be taken regardless of the resolution of the case before the court.

2.28.140. Prosecuting attorney.

(a) The City Attorney, and/or an attorney(s) appointed by the City Attorney, shall have the sole and exclusive responsibility of prosecuting all charges filed in the Municipal Court, except as set forth in section 2.28.120.

(b) To facilitate and encourage diversion of defendants from the criminal justice system when diversion may prevent defendants from committing additional criminal acts, facilitate the defendant's ability to pay restitution to victims of crime, and reduce the number of cases in the Municipal Court the City Attorney's office may operate its own diversion program.

(c) Pretrial diversion:

(1) In any case, either before or after charges are filed, the City Attorney may suspend prosecution of the offense for a period not to exceed one year.

(2) The City Attorney may agree to diversion in any case in which there exists sufficient admissible evidence to support a conviction. In determining whether an individual is appropriate for diversion, the following shall be considered:

- (i) The nature of the crime charged and the circumstances surrounding it;
- (ii) Any special characteristics or circumstances of the defendant;
- (iii) Whether diversion is consistent with the defendant's rehabilitation and reintegration; and
- (iv) Whether the public interest will be best served by diverting the individual from prosecution.

(3) Before entering into a pretrial diversion agreement, the City Attorney may require a defendant to provide information regarding prior criminal charges, education and work experience, family, residence in the community, and other information relating to the diversion program. The defendant shall not be denied the opportunity to consult with legal counsel before consenting to diversion.

(4) Diversion agreements:

(i) All pretrial diversions shall be governed by the terms of an individualized diversion agreement signed by the defendant, the defendant's attorney if the defendant is represented by an attorney, a parent or legal guardian of the defendant if the defendant is a juvenile, and the City Attorney.

(ii) The diversion agreement shall include a written waiver of the right to a speedy trial for the period of the diversion plus the reasonable time for prosecution to be initiated once the City Attorney has determined the defendant is in default of the terms of the agreement. Upon consenting to a deferred prosecution as provided in this section, the defendant shall be deemed to waive his right to a speedy trial even if the agreement does not include a written waiver. All diversion agreements shall include a condition that the defendant not commit any criminal offense during the period of the agreement and any other conditions determined appropriate including but not limited to any penalty/requirement, except incarceration, that the municipal court could order as a possible sentence or as a part of probation, by the City Attorney and the defendant, and the defendant's parent or legal guardian of the defendant if the defendant is a juvenile. Diversion agreements may include provisions concerning payment of restitution and a diversion fee as set by City Council.

(iii) The diversion agreement may include a statement of the facts the charge is based upon as agreed to by the defendant, the defendant's attorney if represented, and the defendant's parent or legal guardian if the defendant is a

juvenile. The statement is admissible as impeachment evidence against the defendant in the criminal proceedings if the defendant fails to fulfill the terms of the diversion agreement and criminal proceedings are resumed.

(iv) If the City Attorney agrees to offer diversion in lieu of further criminal proceedings and the defendant agrees to all the terms of the agreement and charge(s) are pending in the court, then the court shall be informed in writing of the agreement and all further court proceedings shall be stayed. The agreement shall not be filed with the court, except if the defendant violates a term of the agreement, then the defendant or the City Attorney may file the agreement or portion(s) of the agreement as determined necessary by the defendant or the City Attorney during the hearing of the revocation of the diversion agreement if there is a hearing.

(5) Upon the defendant's satisfactory completion of the terms of the diversion agreement, no further criminal proceedings on the original charges shall proceed. If charge(s) are pending, the City Attorney shall inform the court in writing and the charge(s) shall be dismissed.

(6) If the defendant violates the conditions of the diversion agreement, the City Attorney shall provide written notice of the violation to the defendant. The City Attorney, in his or her sole discretion, may initiate revocation of a diversion agreement by the filing of a criminal complaint or if charge(s) are still pending by giving the court written notice of intent to proceed with prosecution. The defendant may, within fourteen days after the first court appearance following such a filing, request a hearing to contest whether a violation occurred. The City Attorney has the burden by a preponderance of the evidence to show that a violation has in fact occurred. If the court finds a violation has occurred, or a hearing is not requested, the prosecution may continue. If the court finds the City Attorney has not proven a violation, the court shall dismiss the criminal case without prejudice and return the defendant to the City Attorney for supervision of the defendant until defendant successfully completes the terms of the agreement.

(7) If a defendant is prosecuted following a violation of a diversion agreement, a factual statement included within the diversion agreement is admissible as impeachment evidence. Any other information concerning diversion, including participation in the diversion agreement, including an evaluation performed pursuant to the terms of a diversion agreement, or statements made to treatment providers during the diversion, shall not be admitted into evidence at trial for any purpose.

(d) Plea discussions and plea agreements:

(1) Where it appears that the effective administration of criminal justice will be served, the prosecuting attorney may engage in plea discussions for the purpose of reaching a plea agreement. The prosecuting attorney should engage in plea discussions or reach plea agreements with the defendant only through or in the

presence of defense counsel, except where the defendant has refused or is not otherwise eligible for appointment of counsel and has not retained counsel, and in the presence of a parent or legal guardian if the defendant is a juvenile.

(2) In plea agreements, the prosecuting attorney may agree to diversion or deferred sentencing. Pursuant to a plea agreement, the prosecuting attorney may agree to make or not to oppose favorable recommendations concerning the sentence to be imposed, may agree to dismiss a charge or not to prosecute other potential charges, and/or consent to deferred sentencing if the defendant enters a plea of guilty or no contest.

(3) The trial judge shall not participate in plea negotiations.

(4) When a plea of guilty or no contest is tendered or received as a result of a plea agreement, the trial judge should give the agreement due consideration, but, notwithstanding its existence, the trial judge should reach an independent decision on whether to accept charge or sentence concessions as contained in the plea agreement.

2.28.150. Sentencing.

(a) The court shall not exceed the fine or incarceration limitations established by ordinance. Any person convicted of violating a municipal ordinance may be fined and incarcerated in accordance with Section 1.04.090 of this code or as otherwise specified in the appropriate code section for each violation. Any other provision of the law to the contrary notwithstanding, the court may suspend all or any portion of the sentence or fine of any violator and place the defendant on probation for a period not to exceed one year.

(b) The court is empowered to assess costs, as set forth in section 2.28.170 against any defendant who pleads guilty or nolo contendere or who enters into a plea agreement or who, after trial, is found guilty of an ordinance violation.

(c) Notwithstanding any provision of law to the contrary, the court has the authority to order a child under eighteen years of age confined in a juvenile detention facility operated or contracted by the department of human services or a temporary holding facility operated by or under contract with the City for failure to comply with a lawful order of the court. Any confinement of a child for contempt of Municipal Court shall not exceed 48 hours.

(d) Notwithstanding any other provision of law, a child, as defined in section 19-1-103 (18), C.R.S. and as amended, arrested for an alleged violation of this code, convicted of violating this code or probation conditions imposed by the court, or found in contempt of court in connection with a violation or alleged violation of this code shall not be confined in a jail, lockup, or other place used for the confinement of adult offenders but may be held in a juvenile detention facility operated by or under contract with the department of

human services or a temporary holding facility operated by or under contract with the City that shall receive and provide care for such child. The court may impose penalties for violation of probation conditions imposed by such court or for contempt of court in connection with a violation or alleged violation of the code may confine a child pursuant to section 19-2-508, C.R.S., for up to 48 hours in a juvenile detention facility operated by or under contract with the department of human services.

(e) Whenever the court imposes a fine for a violation of this code, if the person who committed the offense is unable to pay the fine or any costs at the time the court enters its order in the matter, or the defendant fails to pay any fine or costs imposed for the commission of such offense, in order to guarantee the payment of such fine or costs, the court may compel collection of the fine in the manner provided in section 18-1.3-506, C.R.S. and as amended.

(f) Pursuant to the federal act, as defined in section 25-8-103(8), C.R.S., the court may provide such relief and impose such penalties as are required by such federal act and its implementing regulations for such programs.

(g) Deferred sentencing:

(1) In any case in which the defendant has entered a plea of guilty or nolo contendere, the court accepting the plea has the power, with the written consent of the defendant, the defendant's attorney of record, the defendant's parent or legal guardian if the defendant is a juvenile and the City Attorney, to continue the case for the purpose of entering judgment and sentence upon the plea of guilty or nolo contendere for a period not to exceed one year for a misdemeanor or traffic offense. The period shall begin to run from the date that the court continues the case.

(2) Prior to entry of a plea of guilty or nolo contendere to be followed by deferred judgment and sentence, the City Attorney, in the course of plea discussions is authorized to enter into a written stipulation, to be signed by the defendant, the defendant's attorney of record, the defendant's parent and/or legal guardian if the defendant is a juvenile and the City Attorney, under which the defendant is obligated to adhere to such stipulation. The court shall not modify the terms of the deferred sentence without written consent of the City Attorney.

(3) The conditions imposed in the stipulation shall be similar in all respects to conditions permitted as part of probation. In addition, the stipulation may require the defendant to perform community or charitable work service projects or make donations thereto. Upon full compliance with such conditions by the defendant, the plea(s) previously entered shall be withdrawn and the charge(s) upon which the judgment and sentence of the court was deferred shall be dismissed with prejudice.

(4) The stipulation shall specifically provide that, upon a breach by the defendant of any condition regulating the conduct of the defendant, the court shall enter judgment and impose sentence upon the previously entered plea(s).

(5) When, as a condition of the deferred sentence, the court orders the defendant to make restitution, evidence of failure to pay the restitution shall constitute prima facie evidence of a violation.

(6) Application for entry of judgment and imposition of sentence may be made by the City Attorney at any time within the term of the deferred judgment or within thirty-five days thereafter. Whether a breach of condition has occurred shall be determined by the court without a jury upon application of the City Attorney and upon notice of hearing thereon of not less than seven days to the defendant. The burden of proof at the hearing shall be by a preponderance of the evidence, except when the condition violated is a new violation which shall be proven beyond a reasonable doubt. The procedural safeguards required in a revocation of probation hearing shall apply.

(7) When a defendant signs a stipulation by which it is provided that judgment and sentence shall be deferred for a time certain, he or she thereby waives all rights to a speedy trial.

(8) A warrant for the arrest of any defendant for breach of a condition of a deferred sentence may be issued by the court upon the verified complaint of any person, establishing to the satisfaction of the court probable cause to believe that a condition of the deferred sentence has been violated and that the arrest of the defendant is reasonably necessary.

2.28.160. Costs assessed and surcharges.

(a) In any matter as to which the Municipal Court has jurisdiction, the municipal judge and any substitute judge(s) may assess, impose and levy against any defendant who pleads guilty or nolo contendere or who enters into a plea agreement or who, after trial, is found guilty of an ordinance violation the following costs, fees and surcharges (collectively referred to as "Court costs" or "costs") as appropriate and in the interest of justice.

(b) The Court Administrator shall prepare and maintain a schedule of court costs. If court costs are assessed, the costs shall be assessed according to the schedule.

(c) The court may assess costs as follows against any defendant:

(1) Who is convicted of an offense.

(2) Who fails to appear for a scheduled arraignment, hearing or trial.

(3) Who is held in contempt of court.

(4) Who accepts a deferred judgment or deferred prosecution.

(d) The court may assess costs against any properly subpoenaed witness whose failure to appear at trial necessitates a continuance of the trial or a dismissal of the charges.

(e) The judges shall be empowered to assess court costs, costs of prosecution, jury fees, witness fees, and any other costs reasonably associated with a matter. The Court Administrator shall also supervise the payment of the fees to the jurors and witnesses by the Clerk of the Municipal Court. Such costs, fees, and surcharges may be set by City Council by resolution or by ordinance.

(f) Where any person, association, or corporation is convicted of an offense, the court shall give judgment in favor of the City of Grand Junction and against the defendant and if the defendant is a juvenile against the juvenile's parent(s) or legal guardian for the amount of the costs of prosecution, the amount of the cost of care, and any fine imposed. Such judgments shall be enforceable in the same manner as are civil judgments.

(g) The court costs may include, but are not limited to:

(1) Any docket fee, surcharge or assessment established by standing order of the Court.

(2) All jury fees, including juror fees, if applicable.

(3) Any costs incurred of a law enforcement agency.

(4) Any fees of the court reporter for all or any part of a transcript necessarily obtained for use in the case.

(5) The actual costs paid to any expert witness for the City.

(6) The witness fees and mileage paid:

(i) For any person required to travel more than fifty miles from the person's place of residence to the place specified in the subpoena:

(ii) Actual lodging expenses incurred; and

(iii) Actual rental car, taxi, or other transportation costs incurred;

(7) If a person under eighteen years of age is required to appear, the amount that a parent or guardian of the person paid for transportation and lodging expenses incurred while accompanying the person.

(8) Any fees for exemplification and copies of papers necessarily obtained for use in the case.

(9) Any fees for interpreters required during court appearances, depositions, status conferences, during hearings/trials and/or related proceedings.

(10) On proper motion of the prosecuting attorney and at the discretion of the court, any other reasonable and necessary costs incurred by the prosecuting attorney or the Grand Junction Police Department that are directly the result of the successful prosecution of the defendant including the costs resulting from the collection and analysis of any chemical test.

(11) Any costs incurred by a law enforcement agency in photocopying reports, developing film, and purchasing videotape as necessary for use in the case.

(12) Any costs of participation in a diversion program if the offender unsuccessfully participated in a diversion program prior to the conviction or adjudication.

(13) Where any person is sentenced to a term of incarceration, the court shall order such person to make such payments toward the cost of care as are appropriate under the circumstances. "Cost of care" shall mean the cost to the department and/or City for providing room, board, clothing, medical care, and other normal living expenses for an offender confined to a jail or correctional facility, or any costs associated with maintaining an offender in a home detention program.

(14) Cost of insurance for useful public service. The City shall determine whether separately or by or through a separate agency and the defendant shall pay for the cost of insurance when ordered as required as part of sentencing by a judge to perform useful public service.

(15) Surcharges established by resolution or ordinance of the City Council.

(16) The fees and costs authorized hereby may be increased by adoption of a resolution by a majority of the City Council then considering the same. Increases may be at a rate and frequency as determined proper by the City Council considering the same.

2.28.170 Jury trials.

(a) In all trials before the Municipal Court in cases arising under this code, trial shall be to the court, unless the defendant is entitled to a jury trial under the Constitution of the State or of the United States, general laws of the State, or the Charter or this code or ordinances of the City, in which case the defendant shall have a jury if, within 21 days after entry of a plea, the defendant files with the court a written jury demand and tenders to the court a jury fee in an amount determined by resolution of the City Council, unless the fee is waived by the court because of the indigency of the defendant. A defendant who fails to file with the court the written jury demand, as provided in this section, waives the right to a jury trial. When a jury trial is granted, the

jury shall consist of three jurors unless a greater number, not to exceed six, is requested by the defendant in the jury demand.

(b) The jury commissioner of the Municipal Court shall be the Court Administrator. The Court Administrator may designate deputy jury commissioner(s) who shall have the same powers as the jury commissioner when the jury commissioner is absent.

(c) The City Clerk and the City Clerk's staff shall give the jury commissioner access to all books, records and papers in their respective offices and shall render all assistance within their power to enable the jury commissioner to procure the names of all persons in the City qualified to serve as jurors.

(d) Qualifications and exemptions of jurors shall be the same as provided in C.R.S. §§ 13-71-105 and 13-71-119 and as amended.

(e) A jury summons shall be served by the jury commissioner and shall be either personally served to the usual place of abode or post office box of the prospective juror. Service is also valid if the juror named has signed a waiver of personal service. The jury summons shall be served at least five days before the day on which the jurors are required to appear; provided, however, that the judge of the Municipal Court may, in the judge's discretion, order the jury commissioner to certify a list to the Chief of Police for personal service to be made by a police officer or an officer of the City. The failure to return undelivered mail by the post office shall be prima facie evidence of service of the summons upon the juror named in the summons.

(f) The Municipal Court has the power to cause a jury to be summoned by open venire as is provided by law.

(g) Jurors shall be paid a sum per day for actual jury service and a sum for each day of service on the jury panel alone as determined by City Council by resolution.

2.28.180. Complicity - Legal accountability as principal.

(a) A person is legally accountable as a principal for the behavior of another constituting a violation of this code if, with intent to promote or facilitate the commission of such offense, that person aids, abets, advises, counsels or directs the other person in planning or committing the offense.

(b) It shall be an affirmative defense to a charge against a defendant based on accountability through complicity if, prior to the commission of the violation, the defendant terminated effort to promote or facilitate its commission and either gave timely warning to law enforcement authorities or gave timely warning to the intended victim.

2.28.190. Attempt.

○
(a) A person may be charged and/or convicted with an attempted violation if, acting with the kind of culpability otherwise required for the commission of a violation under this code, that person engages in conduct constituting a substantial step toward the commission of the offense. A substantial step is any conduct, whether act, omission or possession, which is strongly corroborative of the firmness of the actor's purpose to complete the commission of the offense. Factual or legal impossibility of committing the offense is not a defense if the offense could have been committed, had the attendant circumstances been as the actor believed them to be, nor is it a defense that the crime attempted was actually perpetrated by the accused.

(b) A person who engages in conduct intending to aid another to commit an offense commits criminal attempt if the conduct would establish complicity under section 2.28.190 were the offense committed by the other person, even if the other is not guilty of committing or attempting the offense.

(c) It is an affirmative defense to a charge under this section that the defendant abandoned effort to commit the crime or otherwise prevented its commission, under circumstances manifesting the complete and voluntary renunciation of criminal intent. Renunciation and abandonment are not voluntary and complete so as to be a defense to prosecution under this section if they are motivated in whole or in part by:

(1) A belief that a circumstance exists which increases the probability of detection or apprehension of the defendant or another or which makes more difficult the consummation of the crime; or

(2) A decision to postpone the crime until another time or to substitute another victim or another but similar objective.

(d) A person found guilty of an attempted violation shall be punished upon conviction with the same penalties applicable to the principal offense.

Introduced on first reading the 5th day of September 2018 and ordered published in pamphlet form.

Adopted on second reading this ____ day of _____ 2018 and ordered published in pamphlet form.

ATTEST:

Mayor

City Clerk



Grand Junction City Council

Regular Session

Item #2.b.i.

Meeting Date: September 5, 2018

Presented By: Scott D. Peterson, Senior Planner

Department: Community Development

Submitted By: Scott D. Peterson, Senior Planner

Information

SUBJECT:

Introduction of an Ordinance Rescinding Ordinance No. 4810 Regarding the Fossil Trace Rezone and Setting a Public Hearing for September 19, 2018

RECOMMENDATION:

Staff recommends adoption of the ordinance.

EXECUTIVE SUMMARY:

Ordinance No. 4810 rezoning a 8.41 acre property owned by Fossil Trace, LLC was adopted on August 1, 2018 would become effective on September 2, 2018. This Ordinance approved the rezone of the property from Residential-Rural to Residential - One dwelling unit per acre. After passage of the ordinance staff discovered a flaw in the written notice that was required to be mailed to surrounding property owners. In order to ensure due process, a new public hearing with City Council needs to be conducted again after completion of notice, as required by the GJMC.

BACKGROUND OR DETAILED INFORMATION:

Ordinance No. 4810 rezoning a 8.41 acre property owned by Fossil Trace, LLC was adopted on August 1, 2018 would become effective on September 2, 2018. This Ordinance approved the rezone of the property from Residential-Rural to Residential - One dwelling unit per acre. After passage of the ordinance staff discovered a flaw in the written notice that was required to be mailed to surrounding property owners. In order to ensure due process, a new public hearing with City Council needs to be conducted again after completion of notice, as required by the GJMC.

Staff will be re-noticing the forthcoming the public hearing for City Council's consideration of this rezoning request. The consideration of the rezone request will be introduced as an ordinance (1st reading) on the September 5, 2018 agenda and will be followed by a public hearing (2nd Reading) to be held on September 19, 2018.

FISCAL IMPACT:

This is no fiscal impact associated with this action.

SUGGESTED MOTION:

I move to introduce an ordinance rescinding and repealing Ordinance No. 4810 an ordinance rezoning the property at 564 Meadows Way known as Fossil Trace and set a public hearing for September 19, 2018.

Attachments

1. Ordinance No. 4810 - 2018
2. Ordinance Rescinding Ord No 4810 Fossil Trace Rezone

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. 4810

AN ORDINANCE REZONING THE FOSSIL TRACE HOLDINGS LLC PROPERTY
FROM R-R (RESIDENTIAL RURAL)
TO R-1 (RESIDENTIAL – 1 DU/AC)

LOCATED AT 465 MEADOWS WAY

Recitals:

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of zoning the proposed Fossil Trace Rezone to the R-1 (Residential – 1 du/ac) zone district, finding that it conforms to and is consistent with the Future Land Use Map designation of Estate and the Blended Residential Land Use Map category of Residential Low of the Comprehensive Plan and the Comprehensive Plan's goals and policies and is generally compatible with land uses located in the surrounding area.

After public notice and public hearing, the Grand Junction City Council finds that the R-1 (Residential – 1 du/ac) zone district is in conformance with at least one of the stated criteria of Section 21.02.140 of the Grand Junction Zoning and Development Code.

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

The following property shall be zoned R-1 (Residential – 1 du/ac):

Lot 3, Rump Subdivision as identified in Reception # 1992762 in the Office of the Mesa County Clerk and Recorder.

Introduced on first reading this 18th day of July, 2018 and ordered published in pamphlet form.

Adopted on second reading this 1st day of August, 2018 and ordered published in pamphlet form.

ATTEST:

W Wunkelmann

City Clerk

Barbara Taylor Smith

Mayor



I HEREBY CERTIFY THAT the foregoing Ordinance, being Ordinance No. 4810 was introduced by the City Council of the City of Grand Junction, Colorado at a regular meeting of said body held on the 18th day of July 2018 and that the same was published in The Daily Sentinel, a newspaper published and in general circulation in said City, in pamphlet form, at least ten days before its final passage.

I FURTHER CERTIFY THAT a Public Hearing was held on the 1st day of August 2018, at which Ordinance No. 4810 was read, considered, adopted and ordered published in pamphlet form by the Grand Junction City Council.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 1st day of August 2018.

W Winkelmann

City Clerk

Published: July 20, 2018
Published: August 3, 2018
Effective: September 2, 2018



ORDINANCE NO. ____

**AN ORDINANCE RESCINDING AND REPEALING ORDINANCE 4810 AN
ORDINANCE REZONING THE PROPERTY AT 465 MEADOWS WAY KNOWN AS
FOSSIL TRACE**

RECITALS:

On August 1, 2018 the City Council heard the application of Fossil Trace Holdings LLC to re-zone 8.41 acres of property located at 465 Meadows Way, Grand Junction Colorado, from R-R (Residential Rural) to R-1 (Residential 1 dwelling unit/acre) ("Application.") The property that is the subject of the Application is known as Fossil Trace.

Following the City Council meeting, the City staff determined that the published notice for the public hearing on the Application was legally sufficient but the mailed notice called for by the City's Code was defective. Accordingly, the City Council was without jurisdiction to hear/decide the Application and therefore its adoption of Ordinance 4810 is null, void and of no effect.

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

Ordinance 4810 is hereby rescinded, repealed and rendered of no legal effect. Furthermore, this ordinance shall be an annotation to the City's records of Ordinance 4810 with the official record reflecting this action.

Introduced on first reading and ordered published in pamphlet form by the City Council of the City of Grand Junction, Colorado this 5th day of September 2018.

Adopted on second reading and ordered published in pamphlet form by the City Council of the City of Grand Junction, Colorado this ____ day of _____ 2018.

President of the Council

Attest:

City Clerk



Grand Junction City Council

Regular Session

Item #2.b.ii.

Meeting Date: September 5, 2018
Presented By: Scott D. Peterson, Senior Planner
Department: Community Development
Submitted By: Scott D. Peterson, Senior Planner

Information

SUBJECT:

Introduction of an Ordinance Rezoning the Fossil Trace Holdings, LLC Property from R-R (Residential – Rural) to R-1 (Residential - 1 du/ac), Located at 465 Meadows Way, and Setting a Public Hearing for September 19, 2018

RECOMMENDATION:

Planning Commission heard this item at their June 26, 2018 meeting and recommended approval (6-0) of the R-1 (Residential - 1 du/ac) zone district.

EXECUTIVE SUMMARY:

The Applicant, Fossil Trace Holdings LLC, is requesting a rezone of Lot 3, Rump Subdivision (8.41 acres), located at 465 Meadows Way from the R-R (Residential - Rural) to the R-1 (Residential - 1 du/ac) zone district for the purpose of future subdivision development. City Council recently reviewed and approved the proposed rezone to R-1 for this property on August 1, 2018. However, after passage of the ordinance, staff discovered a flaw in the written notice that was required to be mailed to surrounding property owners. Therefore, in order to ensure due process, a new public hearing with City Council is being conducted again after completion of notice, as required by the Grand Junction Municipal Code. As this is a new hearing and new information may be introduced, the findings and decision made in the August 1st hearing may be different from those in this hearing.

BACKGROUND OR DETAILED INFORMATION:

City Council recently reviewed and approved the proposed rezone to R-1 for this property on August 1, 2018. However, after passage of the ordinance, staff discovered

a flaw in the written notice that was required to be mailed to surrounding property owners. Therefore, in order to ensure due process, a new public hearing with City Council is being conducted again after completion of notice, as required by the Grand Junction Municipal Code. As this is a new hearing and new information may be introduced, the findings and decision made in the August 1st hearing may be different from those in this hearing.

The subject property (Lot 3, Rump Subdivision) is located at 465 Meadows Way in the Redlands across the road from Riggs Hill. The property is currently vacant with portions of the property identified as wetlands and a portion within the floodplain. The Applicant is requesting to rezone the property to R-1 (1 dwelling unit/acre) from its current zoning of R-R (Residential-Rural: 1 dwelling unit/5 acres). The Applicant is interested in developing a residential single-family detached subdivision to meet the R-1 zone district densities and may utilize the cluster provisions of the Zoning and Development Code to preserve the environmentally sensitive and open space areas of the property.

The property was annexed into the City in 2000 as part of the Desert Hills Estates Annexation No. 2. During the annexation process, the property was zoned R-R (Residential – Rural). In 2001, the subject property was platted as part of the Rump Subdivision (Lot 3) with a building envelope of 0.741 acres identified on the property due to the development constraints of the existing floodplain, etc. The R-R zone district was in conformance with the Estate (1 – 3 acres) designation of the City's Growth Plan at the time.

In 2010, the City and County adopted the Comprehensive Plan's Future Land Use Map as well as the Blended Residential Land Use Categories Map ("Blended Map"). The current Future Land Use Map continues to designate the area where the property is located as Estate. The Estate land use designation provides that density should range from 1 dwelling per one acre to 1 dwelling per three acres. In addition, the adopted Blended Map, shows the blended Residential Land Use Map category as Residential Low. The Residential Low designation allows for the application of any one of the following zone districts: R-R, R-E, R-1, R-2, R-4 and R-5. When implemented, these zone districts allow a range of future development from 1 dwelling unit per five acres up to five dwelling units per acre.

Properties adjacent to the subject property to the north is Riggs Hill, which is owned by the Museum of Western Colorado. To the south and east are single-family detached residential subdivisions of Peregrine Estates (1.40 du/ac) and Monument Meadows (1.53 du/ac). To the west are single-family detached homes located on larger acreage.

A Neighborhood Meeting regarding the proposed zone change application was held on

March 13, 2018. Approximately 15 citizens along with the Applicant's representative and City planning staff were in attendance. Area residents in attendance voiced concerns regarding existing drainage conditions in the area, expansive bentonite soils, two-story homes and increased traffic on Meadows Way and South Broadway.

Although not the subject of the rezone hearing, area residents are concerned about the future subdivision and development of this property related to the above mentioned issues expressed at the Neighborhood Meeting. These items would be addressed further at time of official subdivision application and review, should this application move forward.

An application was previously submitted for this property to be rezoned to R-2 (City file # RZN-2017-296). It was heard by the Planning Commission at a meeting held on August 22, 2017 and received a 6 – 0 vote on a recommendation of approval. The City Council heard the request at their October 4, 2017 meeting, but that request was denied by the City Council on a 4 – 2 vote due to development concerns of the site.

ANALYSIS

Pursuant to Section 21.02.140 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 criteria:

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

The existing property was annexed and zoned Residential-Rural in 2000. In 2010 the City of Grand Junction and Mesa County jointly adopted a Comprehensive Plan, replacing the Growth Plan and establishing new land use designations. The Comprehensive Plan includes a Future Land Use Map and a Blended Residential Land Use Categories Map ("Blended Map"). The current zoning of R-R (Rural- Residential) falls within both the Future Land Use Map designation and the Blended Map designation of Estate. The Applicant's proposed zoning of R-1 also implements the adopted Future Land Use Map as well as the Blended Map. However, because the existing zoning continues to be a valid zoning under these long-range planning documents and staff has not found other subsequent events to invalidate the existing R-R zoning, staff finds this criterion has not 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 residential character within the immediate vicinity of the proposed rezone has not changed significantly since the area first developed in the 1970's with the exception of the adjacent Peregrine Estates and the Desert Hills Subdivision which developed in

2005 and 2000 respectfully. Peregrine Estates was annexed and zoned R-2 and developed as a 25 lot residential subdivision located on 17.84 acres.

Though the character and/or condition of the immediate vicinity of the property has not changed significantly within the last 40 years, the broader area of the Redlands area has seen a variety of development pressures including single-family and multi-family residential product since the property was annexed and zoned in 2000. Staff has found the area has changed overtime such that this rezoning request is consistent with both the Plan and the surrounding uses and densities. Therefore, staff finds this criterion has been met.

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

Adequate public and community facilities and services are available to the property and are sufficient to serve the residential land uses allowed in the R-1 zone district. Ute Water and City sanitary sewer are presently located within Meadows Way. The property can also be served by Xcel Energy electric and natural gas. Located within the vicinity and along Broadway (Highway 340), is a neighborhood commercial center that includes an office complex, bank, medical clinic, veterinary clinic, convenience store and car wash. In addition, Grand Junction Redlands Fire Station No. 5 is located within 2 miles of the property and the property is located nearby to Broadway Elementary School, Redlands Middle School and Wingate Elementary School. Therefore, 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

One of the City's stated goals is to provide for a diversity of housing types. The R-1 zone district currently comprises only 2% of the overall total acreage zoned within the City limits (residential, commercial and industrial) for an approximate 451 acres of land area. By providing additional opportunities for a range of lot sizes, as allowed by the R-1 zone district, this project could provide for a greater range of housing types. In addition, the property is adjacent to all necessary infrastructure and could readily be developed. Staff therefore, finds this criterion has been met.

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

The community will derive benefits from the proposed amendment by creating an opportunity to develop up to 8 homes on the property. This zone district provides additional residential housing opportunities near existing neighborhoods and within easy access of both necessary infrastructure and community amenities for future

residents. The property is located within the highly desirable Redlands area and near neighborhood commercial centers, elementary and junior high schools, which could contribute positively to employers' ability to attract and retain employees.

Therefore, staff finds this criterion has been met.

This rezone request is consistent with the following vision, goals and/or policies of the Comprehensive Plan:

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 amount of trips generated for shopping and commuting and decrease vehicle miles traveled thus increasing air quality.

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

Policy A: In making land use and development decisions, the City will balance the needs of the community.

Policy C: Increasing the capacity of housing developers to meet housing demand.

FINDINGS OF FACT

After reviewing the Fossil Trace Rezone, RZN-2018-219, a request to rezone 8.41 +/- acres from R-R (Residential – Rural) to R-1 (Residential – 1 du/ac) 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. In accordance with Section 21.02.140 of the Grand Junction Zoning and Development Code, one or more of the criteria have been met.

FISCAL IMPACT:

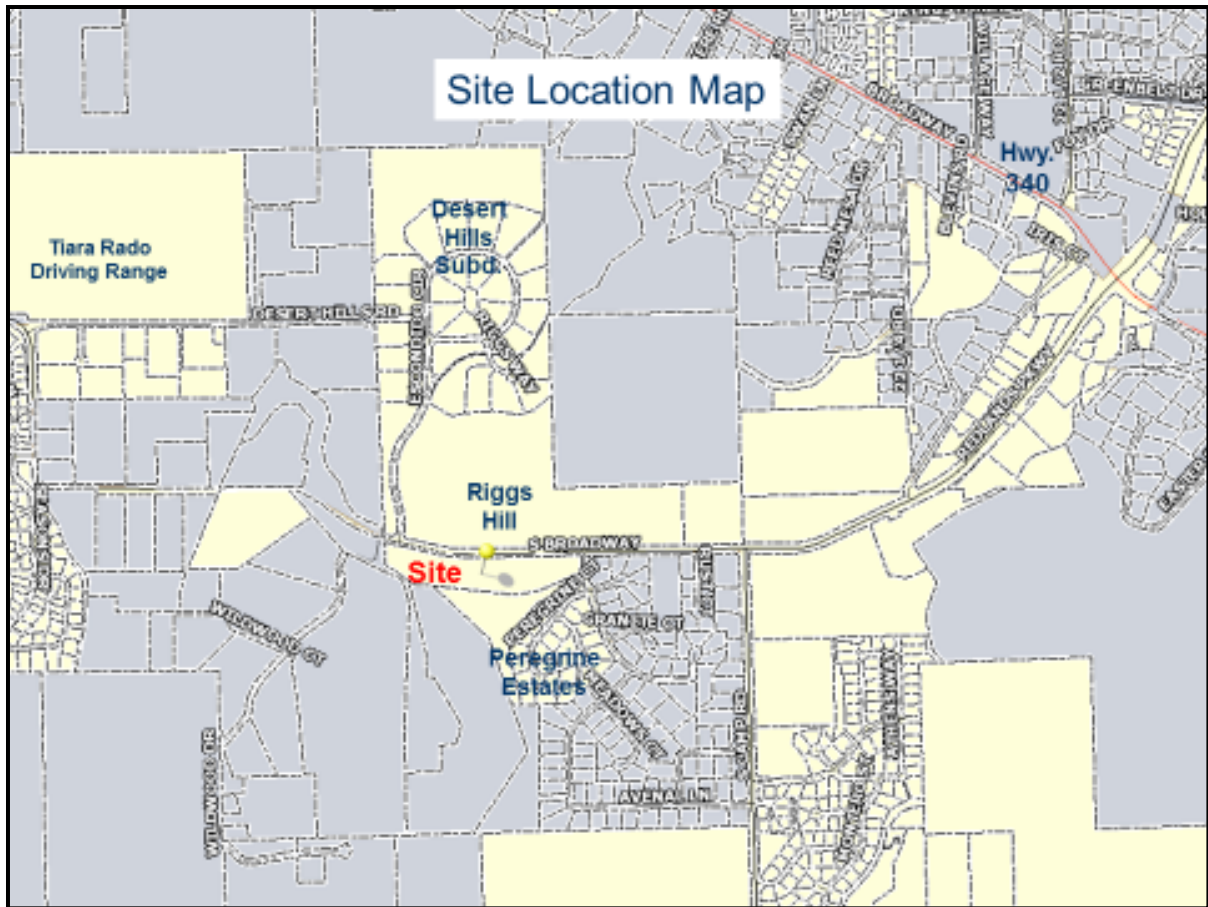
This land use action for a Rezone only does not have any direct fiscal impact. Subsequent actions such as future subdivision development and related construction will have a direct fiscal impact regarding associated road and utility infrastructure installation, future maintenance and indirect fiscal impacts related to the construction of the project and associated homes.

SUGGESTED MOTION:

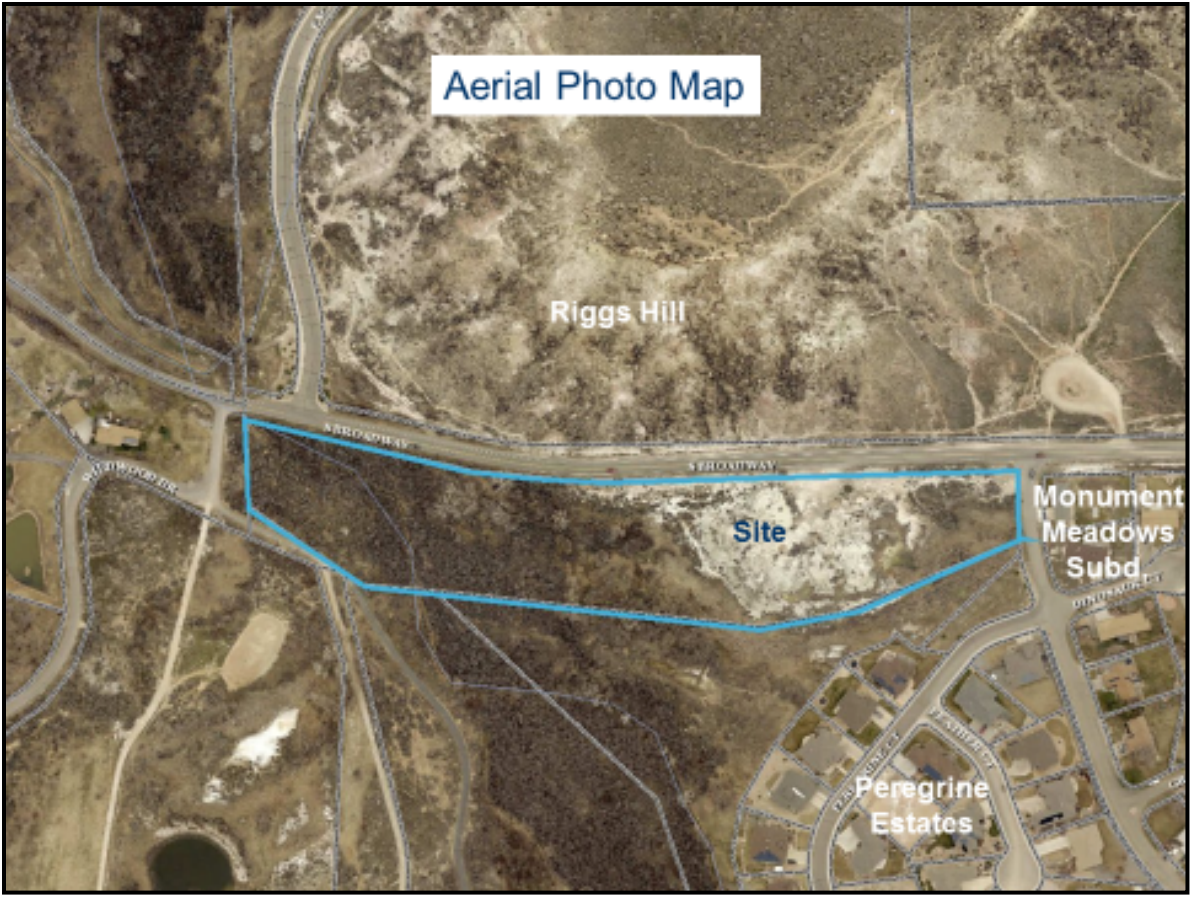
I move to introduce an ordinance rezoning the Fossil Trace Holdings, LLC property from R-R (Residential – Rural) to the R-1 (Residential – 1 du/ac), located at 465 Meadows Way and set a public hearing for September 19, 2018.

Attachments

1. Site Location, Aerial, Zoning & Floodplain Maps
2. Public Correspondence Received
3. DRAFT Planning Commission Minutes - June 26, 2018
4. Ordinance



Aerial Photo Map



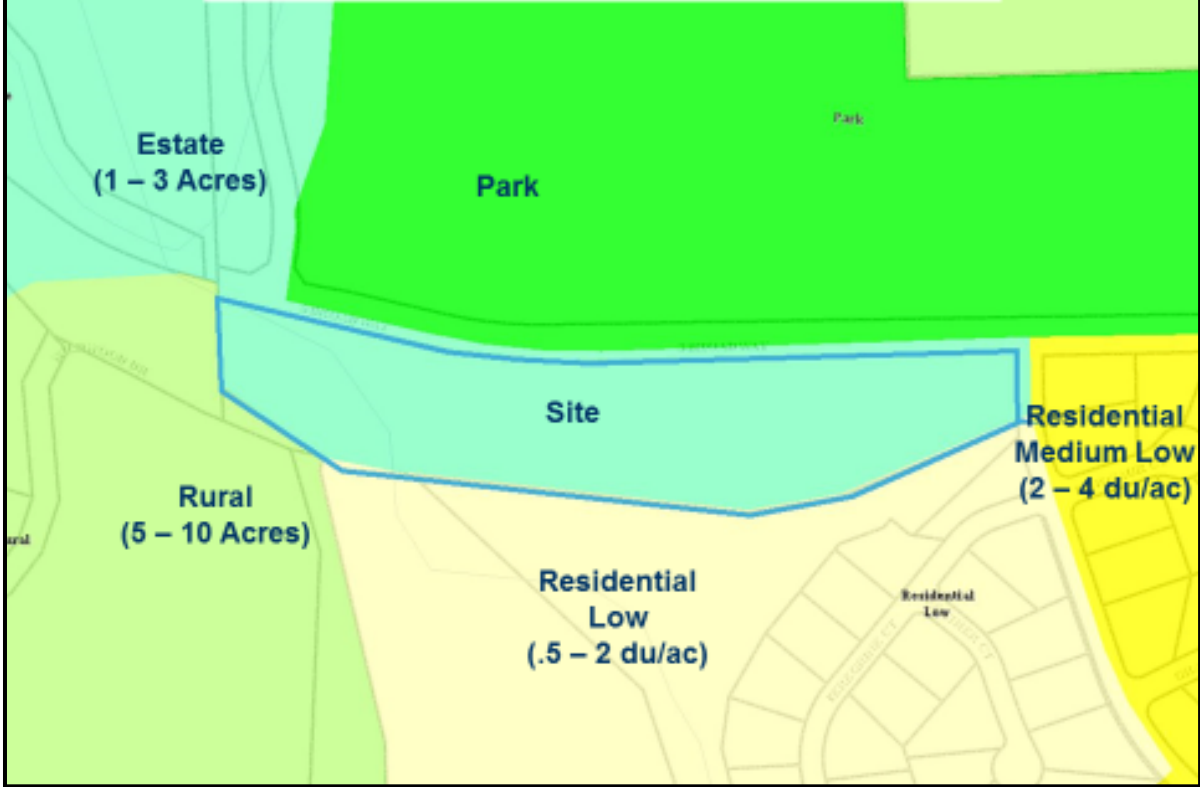
Riggs Hill

Site

Monument
Meadows
Subd

Peregrine
Estates

Comprehensive Plan Future Land Use Map





Scott Peterson

From: Valerie Douglas <yjvalerie@gmail.com>
Sent: Sunday, June 24, 2018 1:32 PM
To: Scott Peterson
Subject: Fossil Trace Rezone Issues

Dear Mr. Peterson,

I am writing in regards to the proposed rezone of the 8.41 acres located at 465 Meadows Way, aka Fossil Trace Rezone. I am a neighbor of this property for the last 41 years and this particular parcel of land has multiple issues for reasons why it should not be rezoned.

Rezone from R-R to R-1 in anticipation to subdivide the property into a housing development on this parcel of property is not feasible as the soil content and quality plus watershed and riparian area leave little to no land viable to build a structure on, moreless a single house or houses.

The east approximate 1/2 acreage is a defunked bentonite mine consisting of bentonite, clay, and soils that move when wet. The same soils were in the Ridges with houses that have massive foundation issues, and across the road from this proposed site on Escondido Way where multimillion-dollar homes are now experiencing foundation issues and movement beyond reasonable shifts. Homeowners are facing thousands of dollars in repair to bandaid-fix the issues that will never be fully resolved. The city has once condemned half this piece of property to build on as a result of its soil content.

There is a significant watershed that runs through the property that comes off the Colorado National Monument and farmland south of the property. This watershed area and its adjacent wildlife refuge is home to multiple deer, a bobcat, raccoon, and other animals within that will be losing their habitat. The wildlife refuge has been in place for at least 20 years and is between Meadows Way subdivision and farmland to its west.

To rezone this parcel to R-1 will be poor planning from the City of Grand Junction and the county. This parcel has never been developed as a result of its soil content. A road is not even sustainable to put across from Meadows Way west, and there will never be access from Wildwood Drive as the property does not touch Wildwood Drive. An access point off of South Broadway would be ludicrous as it is an uphill blind turn when driving east that TWO people have crashed into the Riggs Hill fencing in the last 365 days taking out rungs of the split fence protecting the hiking trail on Riggs Hill.

Please take all of these concerns into consideration and do not rezone this property to R-1.

Thank you,

Valerie Douglas
Wildwood Drive Resident
m: 303-842-0825

GRAND JUNCTION PLANNING COMMISSION
June 26, 2018 MINUTES
6:02 p.m. to 9:40 p.m.

The meeting of the Planning Commission was called to order at 6:02 p.m. by Chairman Reece.

Those present were Planning Commissioners Christian Reece, Kathy Deppe, Keith Ehlers, George Gatseos, Brian Rusche, and Steve Toole.

Also present were Community Development Department–Tamra Allen, (Community Development Director), Kristen Ashbeck (Senior Planner) and Scott Peterson (Senior Planner) and David Thornton, (Principal Planner).

City Attorney John Shaver and Secretary Lydia Reynolds.

There were approximately 42 citizens in attendance during the hearing.

Chairman Reece thanked Jon Buschhorn for his years of service as he has resigned from the Planning Commission.

Fossil Trace Rezone

#RZN-2018-219

Consider a request to rezone 8.41 acres from R-R (Residential - Rural) to R-1 (Residential - 1 du/ac).

The applicant Fossil Trace Holdings LLC was present.

Chairman Reece began by asking if the required public notice was given pursuant to the City's noticing requirements. Mr. Peterson replied in the affirmative.

Staff Presentation

Mr. Peterson stated that the request is consider a request to rezone 8.41 acres from R-R (Residential - Rural) to R-1 (Residential - 1 du/ac). The applicant for this request is Fossil Trace Holdings.

Applicants Presentation

The Applicant, Kevin Bray (Fossil Trace Holdings LLC) stated that Tracy States, (River City Consulting) and Nick Gower (Hoskins, Farina and Kampf) were also present. The Applicant gave a PowerPoint presentation of the proposed project.

Public Comment

Chairman Reese opened the hearing for public comment. The following citizens provided comments: Janey Wilding, Kim Gage, Steve Kendrick, Alice Smith, Tim Donovan, Sam Stirlen and Andy Smith,

Applicants Rebuttal

The Applicant addressed the public's comments and noted that they are asking for a rezone and they do not have a development plan at this time.

Commissioner Discussion

Commissioner discussion included review criteria and density.

Motion and Vote

Commissioner Rusche moved to recommend approval to City Council.

Commissioner Gatseos seconded the motion. The motion passed unanimously by a vote of 6-0.

DRAFT

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE REZONING THE FOSSIL TRACE HOLDINGS LLC PROPERTY
FROM R-R (RESIDENTIAL RURAL)
TO R-1 (RESIDENTIAL – 1 DU/AC)
LOCATED AT 465 MEADOWS WAY**

Recitals:

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of zoning the proposed Fossil Trace Rezone to the R-1 (Residential – 1 du/ac) zone district, finding that it conforms to and is consistent with the Future Land Use Map designation of Estate and the Blended Residential Land Use Map category of Residential Low of the Comprehensive Plan and the Comprehensive Plan's goals and policies and is generally compatible with land uses located in the surrounding area.

After public notice and public hearing, the Grand Junction City Council finds that the R-1 (Residential – 1 du/ac) zone district is in conformance with at least one of the stated criteria of Section 21.02.140 of the Grand Junction Zoning and Development Code.

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

The following property shall be zoned R-1 (Residential – 1 du/ac):

Lot 3, Rump Subdivision as identified in Reception # 1992762 in the Office of the Mesa County Clerk and Recorder.

Introduced on first reading this _____ day of _____, 2018 and ordered published in pamphlet form.

Adopted on second reading this _____ day of _____, 2018 and ordered published in pamphlet form.

ATTEST:

City Clerk

Mayor



Grand Junction City Council

Regular Session

Item #2.b.iii.

Meeting Date: September 5, 2018

Presented By: Kathy Portner, Community Services Manager

Department: Community Development

Submitted By: Kathy Portner

Information

SUBJECT:

A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, Exercising Land Use Control, and Introducing Proposed Annexation Ordinance for the Frog Pond Annexation of 4.49 Acres, Located at 2501 Monument Road, and Setting a Public Hearing for December 5, 2018

RECOMMENDATION:

Staff recommends adoption of a resolution referring the petition for the Frog Pond Annexation, introducing the proposed Ordinance and setting a hearing for December 5, 2018.

EXECUTIVE SUMMARY:

The Applicants, Frog Pond, LLC, have requested annexation of their 4.49 acres located at 2501 Monument Road. The proposed annexation also includes 1.177 acres of the adjacent Monument Road Right-of-Way (570 linear feet). The property currently has two duplex buildings with a total of 4 residential dwelling units. The owner is requesting annexation for future development of the property, which is anticipated to constitute "annexable development" and as such is required to annex in accordance with the Persigo Agreement. Consideration for zoning of this annexation will be heard in a future action.

BACKGROUND OR DETAILED INFORMATION:

The Frog Pond annexation consists of one 4.49 acre parcel of land located at 2501 Monument Road, bisected by Monument Road. The property currently has two duplex

buildings with a total of 4 residential dwelling units. The Applicant plans to continue to rent the two duplex units, but is requesting annexation at this time in anticipation of further development of the property in the future. The Applicant currently anticipates requesting a Planned Development zone district with an underlying zone of R-O (Residential Office) with an Outline Development Plan for residential and limited business use. The property is bisected by Monument Road, with approximately 1 acre on the west side of Monument Road that is part of the No Thoroughfare drainage and is proposed as open space, and approximately 2.5 acres on the east side of Monument Road proposed for development. Zoning will be considered in a future action and requires review and recommendation by the Planning Commission.

The property is adjacent to existing city limits, within the Persigo 201 boundary and will constitute Annexable Development as defined in the Persigo Agreement. Under the 1998 Persigo Agreement with Mesa County, all proposed development within the Persigo Wastewater Treatment Facility boundary requires annexation by the City. The property owners have signed a petition for annexation of the property, which includes all of the right-of-way of Monument Road that is adjacent to and bisects the property (1.177 acres).

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 Frog Pond Annexation is eligible to be annexed because of compliance with the following:

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

The proposed annexation and zoning schedule with a summary is attached.

FISCAL IMPACT:

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 \$165 annually. Sales and use tax revenues will be dependent on consumer spending on City taxable items for residential and commercial uses.

Currently the area is in the Grand Junction Rural Fire Protection District (Rural District) and Redlands Sub-District which collects mill levies of 5.938 and 4.904 for a total of 10.842 mills and generates \$223 per year. The area is served by the Grand Junction Fire Department through a contract with the Rural District and the property taxes of the fire protection districts are passed on to the City of Grand Junction per the contract. If annexed, the Rural Fire District and the Redlands Sub-District mill levies will be removed and the City's 8 mills (2.842 mills less) 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.

No changes in fire protection and emergency medical response are expected due to this annexation. Primary response is from Fire Station 1 at 620 Pitkin Avenue and secondary response from Fire Station 5 at 2155 Broadway. Response time from Fire Station 1 is within National Fire Protection Association guidelines and in the last five years there has only been one incident at this location. This incident load is not predicted to change substantially as a result of this annexation.

Annual Maintenance costs for the 570 linear feet (1.177 acres of Monument Road ROW) of pavement on Monument Road is estimated at approximately \$350/year to sweep, remove snow, striping and signage. Future chipseal costs for this road is estimated at \$4,560 and is planned as part of this area's normal chip seal cycle in the next six years.

A review of calls for service data for 2016, 2017 and 2018 indicated there were nine calls to that location, of which four were for traffic stops. Based on that data, GJPD anticipates responding to an average of three calls per year to this location. GJPD expects additional requests for service by GJPD for this location will be minimal and does not currently anticipate a need for an increase in personnel or equipment to provide law enforcement services to this proposed annexation. However, this

annexation along with any future annexations/developments will have a cumulative impact that will eventually require an increase in law enforcement personnel and equipment to provide adequate services.cha

SUGGESTED MOTION:

I move to adopt Resolution No. 56-18 - a Resolution referring a petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, setting a hearing on such Annexation, and Exercising Land Use Control, Frog Pond Annexation, approximately 4.49 Acres, located at 2501 Monument Road, and introduce an ordinance annexing territory to the City of Grand Junction, Colorado, Frog Pond Annexation, approximately 4.49 Acres, located at 2501 Monument Road, and set a hearing for December 5, 2018.

Attachments

1. FROG POND ANNEXATION SCHEDULE
2. Frog Pond Maps
3. Proposed Resolution
4. Proposed Ordinance

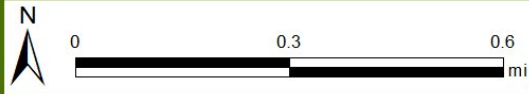
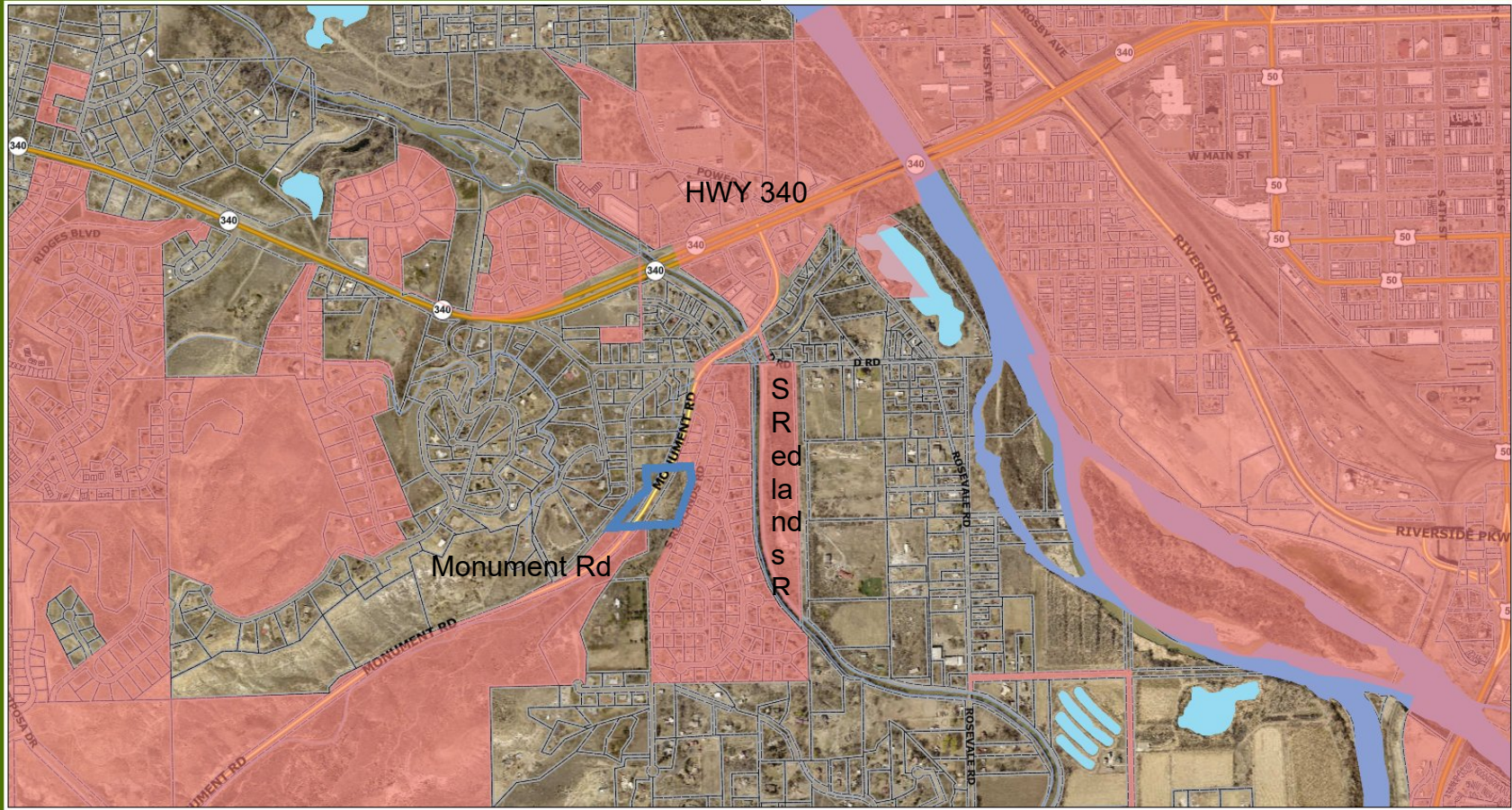
FROG POND ANNEXATION SCHEDULE

September 5, 2018	Referral of Petition (30 Day Notice), Introduction of a Proposed Ordinance, Exercising Land Use
October 23, 2018	Planning Commission considers Zone of Annexation
November 7, 2018	Introduction of a Proposed Ordinance on Zoning by City Council
December 5, 2018	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
January 4, 2019	Effective date of Annexation

ANNEXATION SUMMARY

File Number:	ANX-2018-349	
Location:	2501 Monument Road	
Tax ID Numbers:	2945-211-01-019	
# of Parcels:	1	
Existing Population:	9	
# of Parcels (owner occupied):	0	
# of Dwelling Units:	4	
Acres land annexed:	4.490 acres	
Developable Acres Remaining:	3.313 acres	
Right-of-way in Annexation:	1.177 acres	
Previous County Zoning:	RSF-4 (Residential Single Family – 4 du/ac)	
Proposed City Zoning:	PR (Planned Residential)	
Current Land Use:	Residential	
Future Land Use:	Residential Low (2-4 du/ac)	
Values:	Assessed:	\$20,590
	Actual:	\$285,970
Address Ranges:	2501 Monument Road	
Special Districts:	Water:	Ute Water Conservancy District
	Sewer:	City of Grand Junction
	Fire:	GJ Rural Fire District/Redlands
	Irrigation/Drainage:	Redlands Water and Power
	School:	Grand Junction HS / Redlands Middle / Wingate Elementary
	Pest:	Grand River Mosquito Control District

Expanded City Limits Location Map

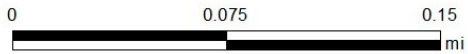
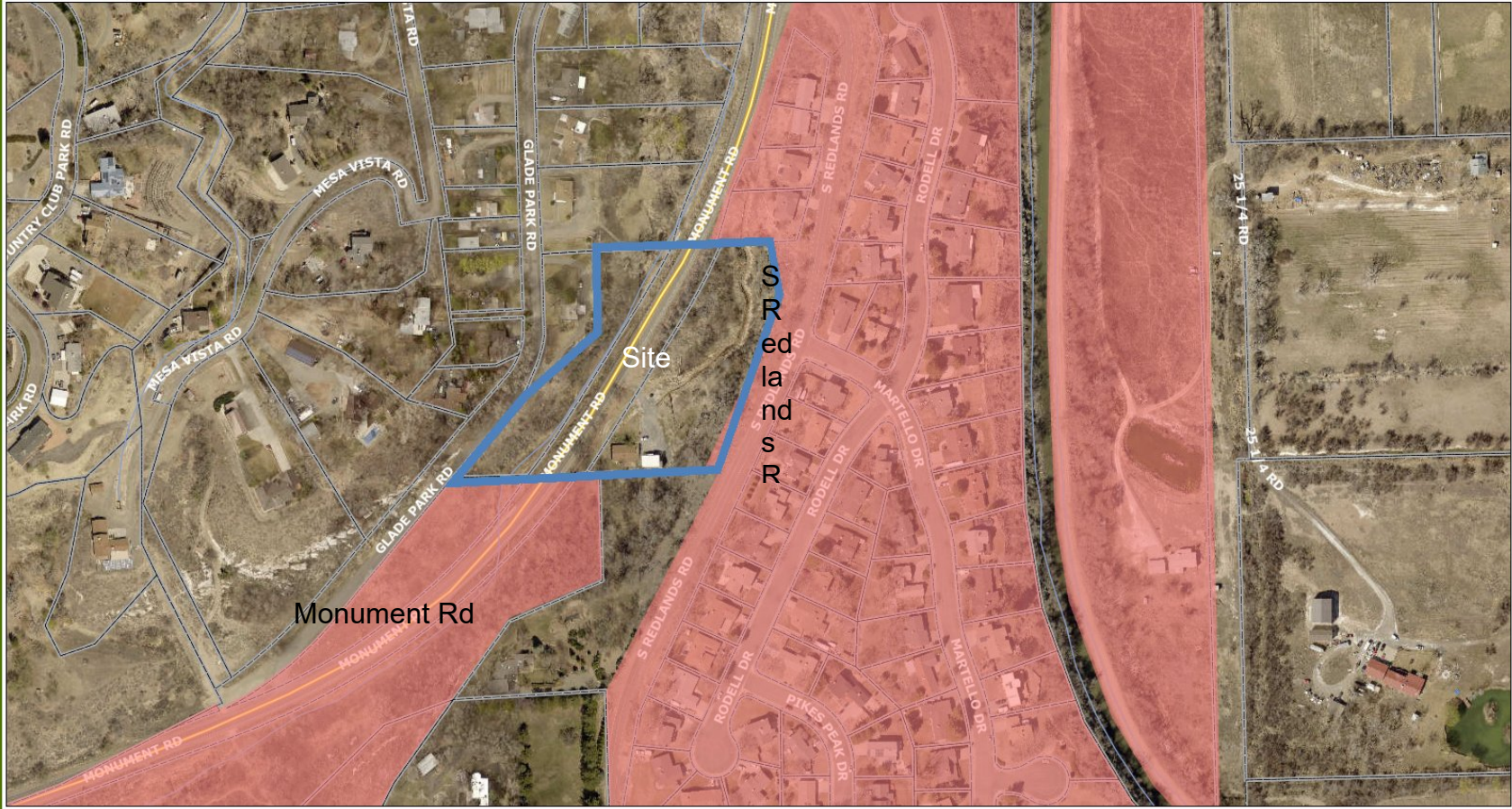


Date: 8/22/2018

1 inch = 752 feet

CITY OF
Grand Junction
COLORADO
GEOGRAPHIC INFORMATION SYSTEMS

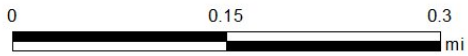
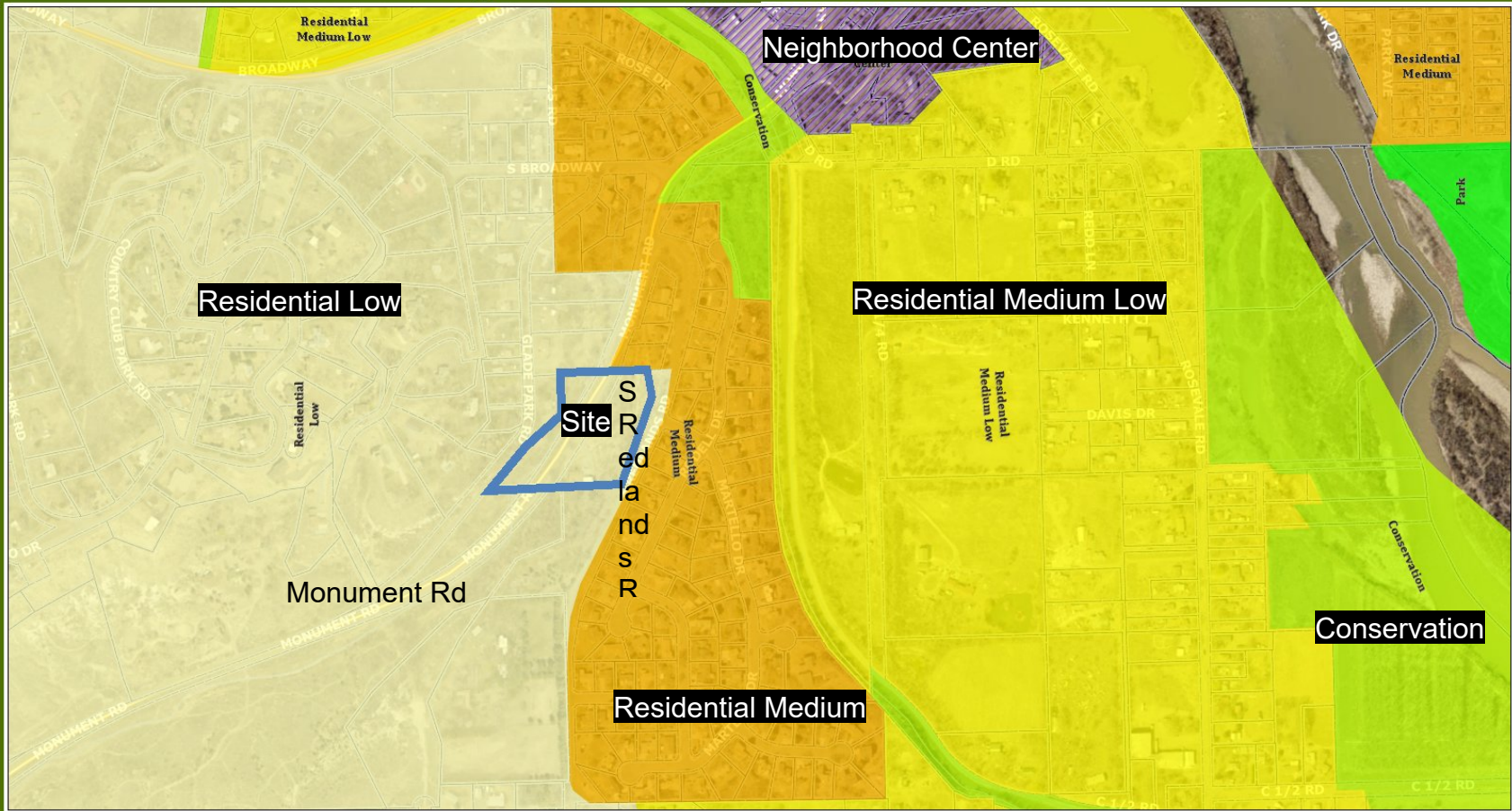
Frog Pond Annexation



Date: 8/22/2018

1 inch = 188 feet

Frog Pond Annexation Future Land Use

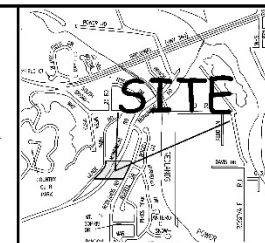


Date: 8/22/2018

1 inch = 376 feet

FROG POND ANNEXATION

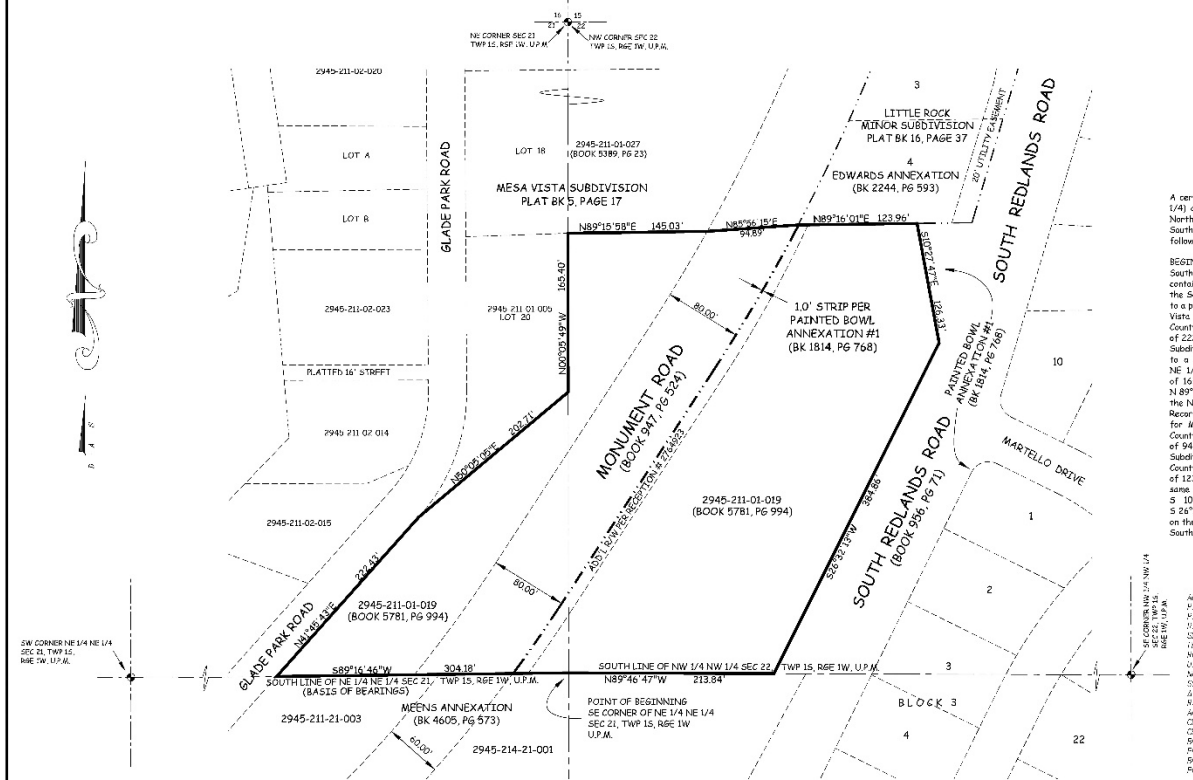
SITUATE IN THE NE 1/4 OF SECTION 21 AND THE NW 1/4 OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 1 WEST
UTE PRINCIPAL MERIDIAN
COUNTY OF MESA, STATE OF COLORADO



DESCRIPTION

A certain parcel of land lying in the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section 21, Township 1 South, Range 1 West of the Ute Principal Meridian and the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of Section 22, Township 1 South, Range 1 West of the Ute Principal Meridian and being more particularly described as follows:

BEGINNING at the Southeast corner of the NE 1/4 NE 1/4 of said Section 21 and assuming the South line of the NE 1/4 NE 1/4 of said Section 21 bears S 89°16'46" W with all other bearings contained herein being relative thereto: thence from said Point of Beginning, S 89°16'46" W along the South line of the NE 1/4 NE 1/4 of said Section 21, a distance of 304.18 feet, more or less, to a point on the East right of way for Glade Park Road, as same is described on the plat of Mesa Vista Subdivision, as same is recorded in Plat Book 5, Page 17, Public Records of Mesa County, Colorado; thence N 41°45'43" E, along said East right of way, a distance of 222.43 feet, more or less, to a point being the Southwest corner of Lot 20 of said Mesa Vista Subdivision; thence N 50°05'09" E, along the South line of said Lot 20, a distance of 202.71 feet to a point being the Southeast corner of said Lot 20 and lying on the East line of the NE 1/4 NE 1/4 of said Section 21; thence N 00°05'49" W, along said East line, a distance of 165.40 feet, more or less, to a point being the Northeast corner of said Lot 20; thence N 89°15'58" E, along the South line of that certain property described in Book 5389, Page 23 and the North line of that certain parcel of land described in Book 5781, Page 994, all in the Public Records of Mesa County, Colorado, a distance of 145.03 feet to a point on the West right of way for Monument Road, as same is described in Book 947, Page 524, Public Records of Mesa County, Colorado; thence N 89°16'10" E, then the right of way for said Monument Road, a distance of 94.89 feet, more or less, to a point being the Northeast corner of Lot 4, Little Rock Minor Subdivision, as same is recorded in Plat Book 16, Page 37, Public Records of Mesa County, Colorado; thence N 89°16'01" E, along the South line of said Lot 4, a distance of 123.96 feet, more or less, to a point on the West right of way for South Redlands Road, as same is described in Book 996, Page 71, Public Records of Mesa County, Colorado; thence S 10°27'47" E, along said West right of way, a distance of 126.33 feet; thence S 26°32'13" W, along said West right of way, a distance of 384.86 feet, more or less, to a point on the South line of the NW 1/4 NW 1/4 of said Section 22; thence N 89°46'47" W, along said South line, a distance of 213.84 feet, more or less, to the Point of Beginning.



AREA OF ANNEXATION

ACQUISITION METHOD	LEGEND
CONVEYANCE DOCUMENT	ADJACENT OWNERS
PLAT OR RECORD COPY	ADJACENT LOT NUMBER
PLAT OR RECORD COPY	ADJACENT LOT NUMBER
ADJACENT LOT NUMBER	ADJACENT LOT NUMBER
ADJACENT LOT NUMBER	ADJACENT LOT NUMBER

NOTES:
1. CONSULT THE RECORDS OF THE CITY ENGINEER'S OFFICE TO DETERMINE THE STATUS OF ANY ADJACENT LOT NUMBER IN THIS PLAT AND THE STATUS OF ANY ADJACENT LOT NUMBER IN THIS PLAT AND THE STATUS OF ANY ADJACENT LOT NUMBER IN THIS PLAT.



ORDINANCE NO. 0000
EFFECTIVE DATE 0000

THIS IS NOT A BOUNDARY SURVEY

ABBREVIATIONS

P.O.B.	POINT OF BEGINNING
P.L.	PLAT
R.O.W.	RIGHT OF WAY
SEC.	SECTION
TWP.	TOWNSHIP
RANGE	RANGE
UTM	UTM PROJECTION
MEAS.	MEASURE
ST. PT.	STATION POINT
ANG.	ANGLE
RAD.	RADIUS
ARC LENGTH	ARC LENGTH
CH.	CHORD
CHORD BEARING	CHORD BEARING
PLAT BOOK	PLAT BOOK
PAGE	PAGE

The sketch and description contained herein have been checked and approved as true and correct as they appear on the office of the Mesa County Engineer and Recorder. This plat does not constitute a legal survey and is not intended to be used as a basis for establishing or verifying property boundary lines.



DRAWN BY	P.T.C.	DATE	07-23-2008
DESIGNED BY		DATE	
CHECKED BY	P.T.C.	DATE	
APPROVED BY		DATE	

CITY OF Grand Junction COLORADO

PUBLIC WORKS ENGINEERING DIVISION SURVEY DEPARTMENT

FROG POND ANNEXATION

**NOTICE OF HEARING
ON PROPOSED ANNEXATION OF LANDS
TO THE CITY OF GRAND JUNCTION, COLORADO**

NOTICE IS HEREBY GIVEN that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on the 5th day of September 2018, the following Resolution was adopted:

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. _____

**A RESOLUTION
REFERRING A PETITION TO THE CITY COUNCIL
FOR THE ANNEXATION OF LANDS
TO THE CITY OF GRAND JUNCTION, COLORADO,
SETTING A HEARING ON SUCH ANNEXATION,
AND EXERCISING LAND USE CONTROL**

FROG POND ANNEXATION

APPROXIMATELY 4.49 ACRES LOCATED AT 2501 MONUMENT ROAD

WHEREAS, on the 5th day of September 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:

FROG POND ANNEXATION

A certain parcel of land lying in the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section 21, Township 1 South, Range 1 West of the Ute Principal Meridian and the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of Section 22, Township 1 South, Range 1 West of the Ute Principal Meridian and being more particularly described as follows:

BEGINNING at the Southeast corner of the NE 1/4 NE 1/4 of said Section 21 and assuming the South line of the NE 1/4 NE 1/4 of said Section 21 bears S 89°16'46" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 89°16'46" W along the South line of the NE 1/4 NE 1/4 of said Section 21, a distance of 304.18 feet, more or less, to a point on the East right of way for Glade Park Road, as same is described on the plat of Mesa Vista Subdivision, as same is recorded in Plat Book 5, Page 17, Public Records of Mesa County, Colorado; thence N 41°45'43" E, along said East right of way, a distance of 222.43 feet, more or less, to a point being the Southwest corner of Lot 20 of said Mesa Vista Subdivision; thence N 50°05'05" E, along the South line of said Lot 20, a distance of 202.71 feet to a point being the Southeast corner of said Lot 20 and lying on the East line of the NE 1/4 NE 1/4 of said Section 21; thence N 00°05'49" W, along said East line, a distance of 165.40 feet, more or less, to a point being the Northeast corner of said Lot 20; thence N 89°15'58" E, along the South line of that certain property described in Book 5389, Page 23 and the North line of that certain parcel of land described in Book 5781, Page 994, all in the Public Records of Mesa County, Colorado, a distance of 145.03 feet to a point on the West right of way for Monument Road, as same is described in Book 947, Page 524, Public Records of Mesa County, Colorado; thence N 85°56'15" E, thru the right of way for said Monument Road, a distance of 94.89 feet, more or less, to a point being the Southwest corner of Lot 4,

Little Rock Minor Subdivision, as same is recorded in Plat Book 16, Page 37, Public Records of Mesa County, Colorado; thence N 89°16'01" E, along the South line of said Lot 4, a distance of 123.96 feet, more or less, to a point on the West right of way for South Redlands Road, as same is described in Book 956, Page 71, Public Records of Mesa County, Colorado; thence S 10°27'47" E, along said West right of way, a distance of 126.33 feet; thence S 26°32'13" W, along said West right of way, a distance of 384.86 feet, more or less, to a point on the South line of the NW 1/4 NW 1/4 of said Section 22; thence N 89°46'47" W, along said South line, a distance of 213.84 feet, more or less, to the Point of Beginning.

CONTAINING 195,619 Square Feet or 4.490 Acres, more or less, as described.

WHEREAS, the Council has found and determined that the petition complies substantially with the provisions of the Municipal Annexation Act and a hearing should be held to determine whether or not the lands should be annexed to the City by Ordinance;

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

1. That a hearing will be held on the 5th day of December, 2018, in the City Hall auditorium, located at 250 North 5th Street, City of Grand Junction, Colorado, at 6:00 PM to determine whether one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; whether a community of interest exists between the territory and the city; whether the territory proposed to be annexed is urban or will be urbanized in the near future; whether the territory is integrated or is capable of being integrated with said City; whether any land in single ownership has been divided by the proposed annexation without the consent of the landowner; whether any 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; whether any of the land is now subject to other annexation proceedings; and whether an election is required under the Municipal Annexation Act of 1965.
2. Pursuant to the State's Annexation Act, the City Council determines that the City may now, and hereby does, exercise jurisdiction over land use issues in the said territory. Requests for building permits, subdivision approvals and zoning approvals shall, as of this date, be submitted to the Community Development Department of the City.

ADOPTED the _____ day of _____, 2018.

President of the Council Pro Tem

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

<i>DATES PUBLISHED</i>
September 7, 2018
September 14, 2018
September 21, 2018
September 28, 2018

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

FROG POND ANNEXATION

APPROXIMATELY 4.49 ACRES LOCATED AT 2501 MONUMENT ROAD

WHEREAS, on the 5th day of September 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 5th day of December 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:

FROG POND ANNEXATION

A certain parcel of land lying in the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section 21, Township 1 South, Range 1 West of the Ute Principal Meridian and the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of Section 22, Township 1 South, Range 1 West of the Ute Principal Meridian and being more particularly described as follows:

BEGINNING at the Southeast corner of the NE 1/4 NE 1/4 of said Section 21 and assuming the South line of the NE 1/4 NE 1/4 of said Section 21 bears S 89°16'46" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 89°16'46" W along the South line of the NE 1/4 NE 1/4 of said Section 21, a distance of 304.18 feet, more or less, to a point on the East right of way for Glade Park Road, as same is described on the plat of Mesa Vista Subdivision, as same is recorded in Plat Book 5, Page 17, Public Records of Mesa County, Colorado; thence N 41°45'43" E, along said East right of way, a distance of 222.43 feet, more or less, to a point being the Southwest corner of Lot 20 of said Mesa Vista Subdivision; thence N 50°05'05" E, along the South line of said Lot 20, a distance of 202.71 feet to a point being the Southeast

corner of said Lot 20 and lying on the East line of the NE 1/4 NE 1/4 of said Section 21; thence N 00°05'49" W, along said East line, a distance of 165.40 feet, more or less, to a point being the Northeast corner of said Lot 20; thence N 89°15'58" E, along the South line of that certain property described in Book 5389, Page 23 and the North line of that certain parcel of land described in Book 5781, Page 994, all in the Public Records of Mesa County, Colorado, a distance of 145.03 feet to a point on the West right of way for Monument Road, as same is described in Book 947, Page 524, Public Records of Mesa County, Colorado; thence N 85°56'15" E, thru the right of way for said Monument Road, a distance of 94.89 feet, more or less, to a point being the Southwest corner of Lot 4, Little Rock Minor Subdivision, as same is recorded in Plat Book 16, Page 37, Public Records of Mesa County, Colorado; thence N 89°16'01" E, along the South line of said Lot 4, a distance of 123.96 feet, more or less, to a point on the West right of way for South Redlands Road, as same is described in Book 956, Page 71, Public Records of Mesa County, Colorado; thence S 10°27'47" E, along said West right of way, a distance of 126.33 feet; thence S 26°32'13" W, along said West right of way, a distance of 384.86 feet, more or less, to a point on the South line of the NW 1/4 NW 1/4 of said Section 22; thence N 89°46'47" W, along said South line, a distance of 213.84 feet, more or less, to the Point of Beginning.

CONTAINING 195,619 Square Feet or 4.490 Acres, more or less, as described.

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

INTRODUCED on first reading on the 5th day of September 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



Grand Junction City Council

Regular Session

Item #3.a.

Meeting Date: September 5, 2018

Presented By: Trent Prall, Public Works Director, Jay Valentine, Deputy Finance Director

Department: Public Works - Streets

Submitted By: Eric Mocko, Project Engineer

Information

SUBJECT:

2018 Contract Street Maintenance - Asphalt Overlays - Change Order #2

RECOMMENDATION:

Authorize the City Purchasing Division to approve a change order amending the Contract with Elam Construction of Grand Junction, CO for the 2018 Contract Street Maintenance - Asphalt Overlays Project in the amount of \$135,801.60.

EXECUTIVE SUMMARY:

Change Order #2 includes additional asphalt overlays and asphalt patching as part of this year's annual street maintenance program. This change order to the existing contract with Elam Construction, if approved, will overlay three roads representing 2.0 lane miles, including asphalt patching. The proposed increase to the contract is \$135,801.60. The streets proposed for this change order are Patterson Road from I-70B to 24 Road, 12th Street south of Pitkin Avenue, 8th Street between Kimball Avenue and Noland Avenue.

BACKGROUND OR DETAILED INFORMATION:

This year's street maintenance program is funded at \$6 million, including \$4.7 million for outsourced contract work and \$800,000 for the materials necessary for the annual chipseal program applied by City street department crews.

The existing contract included asphalt overlay project included 14 roads totaling 20.4 lane miles of roadway, including 6.1 miles of bike lanes on River Road. Change Order

#1, which was previously approved within the purchasing authority of the City Manager, included the asphalt overlay of the Tiara Rado parking lot, and totaled 6,300 square yards of parking lot overlay, including 215 tons of asphalt patching.

Change Order #2 includes 5,950 square yards of asphalt milling, 1,505 tons of hot mix asphalt placement totaling 2.0 lane miles or 12,822 square yards of road surface. The total proposed addition to the contract to \$135,801.60. As the aggregate of both Change Order #1 and Change Order #2 are greater than \$200,000, City purchasing policies require Council approval.

Roads throughout the City have been rated for condition and an asset management program is used to determine the road and the treatment list for the annual program. This change order consists of resurfacing (overlying) City streets with up to two inches of new asphalt pavement based on the conditions of the existing streets. Work items associated with the paving in this contract include milling of existing asphalt pavement where needed, patching of failed sections of roadways, adjusting manhole lids and valve covers to grade, and placing shoulder gravel on roads that do not have curb and gutter.

The streets selected for this change order include:

1. Patterson Road – 24 Rd. to Hwy 6&50 (Avg. PCI - 47)
2. 12th Street – Pitkin Avenue to South End Of Pavement (Avg. PCI - 21)
3. 8th Street – Kimball Avenue to Noland Avenue (Avg. PCI - 40)

PCI ratings are from the 2014 survey and each have degraded at least 1-2 additional points since then. The patching and overlays will improve the streets to PCI values ranging from the high 80's to low 90's.

This Change Order would amend the contract as follows:

Original Total Contract Amount	\$2,434,380.50
Change Order #1 (Previously approved)	\$109,831.75
Change Order #2 (This item)	\$135,801.60
Total Revised Contract Amount (Pending)	\$2,680,013.85

This work authorized in this change order is scheduled to begin in mid-September with an expected final completion date of Mid-October.

FISCAL IMPACT:

The funding for this project is budgeted in the Sales Tax Capital Improvement Fund.

SUGGESTED MOTION:

I move to authorize the City Purchasing Division to amend the existing contract with Elam Construction of Grand Junction, CO for the 2018 Contract Street Maintenance - Asphalt Overlays Project in the amount of \$135,801.60.

Attachments

1. 2018 Asphalt Overlays - Change Order Extents

8th Street - Noland Ave. to Kimball Ave.

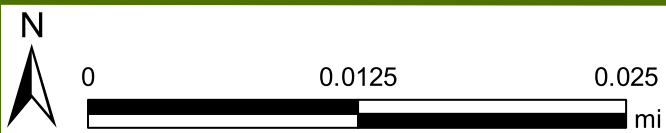
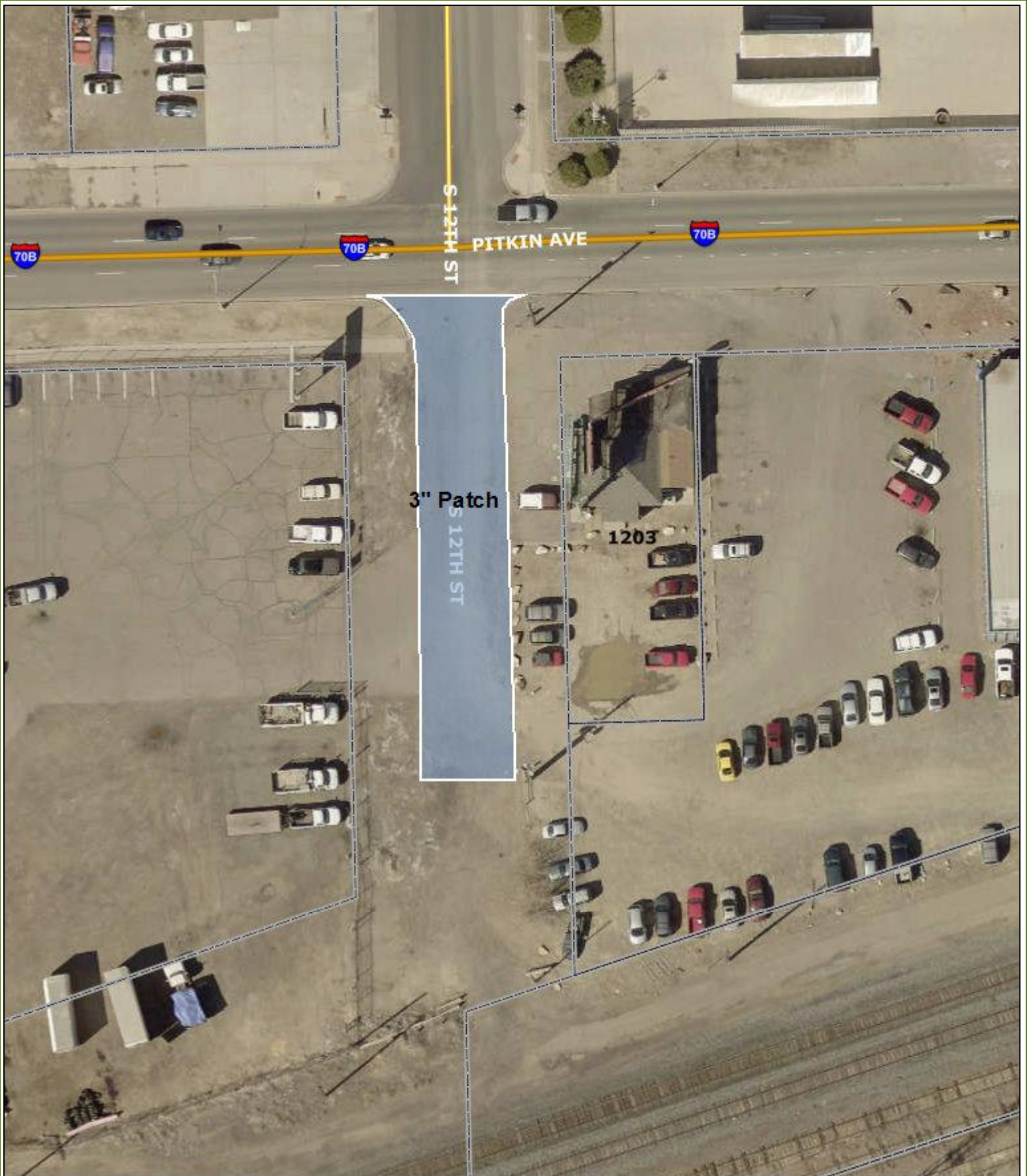


0 0.0125 0.025
mi

Printed: 7/11/2018

1 inch = 47 feet

12th Street - Pitkin Ave. to S. EOP



Printed: 7/11/2018

1 inch = 47 feet

Patterson Road - 24 Road to HWY 6&50



Date: 7/16/2018

1 inch = 94 feet



Grand Junction City Council

Regular Session

Item #3.b.

Meeting Date: September 5, 2018

Presented By: Claudia Hazelhurst, HR Dir., Jay Valentine, Deputy Finance Director

Department: Human Resources

Submitted By: Claudia Hazelhurst

Information

SUBJECT:

Health Services Agreement with Marathon Health, LLC

RECOMMENDATION:

Staff recommends the approval of an agreement with Marathon Health, LLC to provide eligible employees, dependents, and retirees health clinic services in the annual amount of \$492,576, plus a one-time implementation fee of \$62,880.

EXECUTIVE SUMMARY:

The City of Grand Junction is planning to open a near-site health clinic as one of several initiatives to manage health care costs. The clinic will be used by current employees, their dependents, and retirees who are enrolled in a City health insurance plan. The goal of the clinic is that of offering a convenient, no cost medical, mental health, and wellness benefit to eligible patients but also to target, identify, and manage chronic illness to reduce future long-term medical costs. The clinic will be staffed and operated by Marathon Health, LLC, a company with over 35 years of experience in this field.

BACKGROUND OR DETAILED INFORMATION:

In this rapidly changing health insurance environment, employers are evaluating new ways of influencing rising health costs. In addition to looking at new health insurance plan designs and funding strategies, employers are also implementing wellness programs and disease and/or care management programs to help control medical risk and lower claims costs. According to the American Journal of Health Promotion, a reported study of more than 46,000 public and private sector workers revealed that

about 25% of their total annual health care expenditures was attributable to “modifiable health risks,” including obesity, tobacco use, poor exercise habits, high cholesterol, and high stress, among others.

To get significant cost-savings, organizations are implementing new healthcare delivery systems for their employees. They are now establishing on-site or near-site clinic facilities. A physician or nurse practitioner, and medical assistants are available to see employee patients to help treat minor health issues, check for early stages of more serious medical conditions, manage chronic conditions like asthma or diabetes, provide intervention and counselling services for behavior health needs, and provide pharmacy services.

By establishing on-site or near-site healthcare clinics, companies provide employees with convenient, accessible medical care, resulting in many benefits for the employer and employee. A study by the Department of Health and Human Services reveals that companies can cut health expenses 20% to 55%, reduce short-term leave by 32%, and boost productivity by 52% with wellness programs and health clinics. Additionally, they reduce the need for hospital visits, which are the single largest category of medical expenses in the nation. According to the Partnership for Prevention Worksite Health, companies with prevention programs have also seen a decline in workers' compensation and disability costs.

The clinics would not replace the family physician or specialty care services. The clinic will coordinate with family or primary care physicians, if necessary, to ensure that the treatment prescribed is appropriate. The clinic is not used as the primary caregiver for difficult, chronic conditions. Company-sponsored health and wellness clinics are a win-win for the employer and employee. Health conditions and recovery improve, which lowers healthcare expenses. Employees have easy access to affordable, quality healthcare, and the employers are rewarded with a more productive, loyal, and vigorous workforce.

The City of Grand Junction's clinic services will be available to all current employee, dependents, and retirees who are on one of the City's health insurance plans. The clinic will be free to users as will most lab services and pharmaceuticals dispensed by the clinic.

The City's Wellness Program will be integrated into the clinic to ensure coordination and follow-up on annual employee health assessments and biometric screenings. Health risk screenings, preventative care, disease management programs, and wellness outreach or education programs will also be available.

The clinic will initially be open 30 hours per week and staffed with one .75 FTE Nurse Practitioner, one .75 FTE Medical Assistant, one .5 FTE Licensed Clinical Mental

Health Counselor, and one .50 FTE Wellness Coordinator.

The clinic is scalable to respond to growth in the population who are actively using the facility.

Work on the clinic location is currently underway.

FISCAL IMPACT:

Fees for the initial year of this agreement are \$492,576 plus a one-time implementation fee of \$62,880. There will also be ongoing annual operating costs for the clinic space and related expenses. The expenses will be funded through the self-insurance program similar to other benefit and insurance programs of the City.

SUGGESTED MOTION:

I move to approve the City to enter into an agreement for employee clinic services with Marathon Health, LLC in the annual amount of \$492,576 plus a one-time implementation fee of \$62,880.

Attachments

1. Grand Junction Marathon Health Services Agreement

HEALTH SERVICES AGREEMENT

between the City of Grand Junction, Colorado and Marathon Health, LLC

THIS HEALTH SERVICES AGREEMENT (this "Agreement") is made and entered into to be effective as of [REDACTED] (the "Effective Date") by and between the City of Grand Junction, Colorado ("Client"), with principal offices at 250 N. 5th Street, Grand Junction, CO 81501, and Marathon Health, LLC ("Marathon"), a Delaware limited liability company with principal offices at Champlain Mill, 20 Winooski Falls Way, Suite 400, Winooski, VT 05404. Client and Marathon may each be referred to in this Agreement as a "Party" and, collectively, as the "Parties".

WITNESSETH

WHEREAS, as part of its overall employee healthcare program, Client desires to furnish to its employees certain preventive, wellness, disease management, health consultation, occupational health and/or primary care services; and

WHEREAS, Client desires to retain Marathon to furnish such preventive, wellness, disease management, health consultation, occupational health and/or primary care services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement together with all exhibits, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Client and Marathon hereby agree as follows:

Article I Definitions

- 1.1 "Care Provider" means a staff member or independent contractor of Marathon who provides care or consultation services directly to Participants.
- 1.2 "Collaborating Physician" means an appropriately licensed physician who has a collaborative relationship with a nurse practitioner or physician's assistant as required under the laws of the state in which such nurse practitioner or physician's assistant is providing services.
- 1.3 "Participant" means an individual, age 2 years or more, eligible to participate in the Marathon Services as determined by the eligibility criteria of Client's health plan or as otherwise determined by Client.

Article II Services; Relationship Between the Parties

- 2.1 Services. Marathon will provide Client with the services described and set forth in **Schedule A** (the “Marathon Services”). Services that do not clearly fall within the description set forth on **Schedule A** shall be outside the scope of this Agreement, and Client shall instruct Participants to seek outside assistance for such matters with an alternate healthcare provider. Marathon may provide some of the Marathon Services by engaging the services of third party contractors, particularly for professional services.
- 2.2 Implementation Timeline. Marathon and Client mutually agree to modify Marathon’s standard implementation timeline as needed to allow Marathon to commence the Marathon Services on the Commencement Date of the Initial Term of this Agreement.
- 2.3 Independent Contractors. Marathon, and each of the third party contractors delivering services hereunder, is an independent contractor with respect to the services provided under this Agreement and is not the agent or employee of Client. Notwithstanding any authority granted to Client herein, Marathon and/or any Care Provider or Collaborating Physician shall retain the authority to direct or control his, her or its medical decisions, acts or judgments.
- 2.4 Employee Benefit Plans. The programs and services provided under this Agreement are not designed or intended to be provided under any Client employee benefit plan or program. Accordingly, neither Marathon, nor any of the third party contractors it may engage, is a fiduciary, trustee, or sponsor with respect to these programs or services. In the event the programs and services become part of a Client employee benefit plan or program, Marathon, and each of the third party contractors it may engage, shall be considered to be acting only as a consultant to Client with respect to such matters and shall not be considered in a fiduciary, trustee or sponsor relationship in such plan.

Article III Contract Period

- 3.1 Term. The “Initial Term” of this Agreement shall begin on the Effective Date, and shall continue with the Marathon Services subject to annual appropriation for a period of three (3) years, commencing on [REDACTED] (the “Commencement Date”), unless terminated earlier as provided for in Article VII, below.
- 3.2 Renewal Terms. This Agreement shall automatically renew for additional terms of one (1) year (each a “Renewal Term” and together, the “Renewal Terms”), unless either Party terminates this Agreement by giving written notice not less than three (3) months prior to the expiration of the then current term. Such Renewal Term(s)

shall be subject to the termination provisions set forth in Article VII below. Failure to provide timely written notice shall act as a Party's intent to automatically renew the Agreement at the end of the then current term. The Parties agree that they shall begin good faith negotiations regarding any material changes to the terms of this Agreement no later than six (6) months prior to the end of the then current term.

Article IV Payment Terms; Pricing

- 4.1 Fees. Marathon will submit invoices to Client for the fees as set forth in **Schedule B**. With the exception of reimbursement of reasonable expenses as otherwise provided in this Agreement, such fees shall be the only compensation to Marathon under this Agreement. Upon each anniversary of the Commencement Date and subject to annual appropriation by the Clients Governing Board, fees shall automatically increase by 5% over the previous period, unless material changes are otherwise agreed to by the Parties in accordance with Section 3.2. Payment is due for all undisputed charges within thirty (30) days of receipt of an invoice. A one percent (1%) per month late fee will be charged for payments on undisputed charges not received when due.
- 4.2 Failure to Pay. Failure to pay an invoice when due shall constitute a breach of this Agreement and Marathon reserves the right to terminate this Agreement or suspend services upon a breach by Client that continues more than thirty (30) days after the invoice due date. Marathon reserves the right to refrain from providing services to Client, if full payment is not made when due for undisputed charges, until such time as payment in full has been made. In the event that Marathon continues to provide services during a period of time when Client is in breach, such continuance of services will not operate as a waiver of Marathon's right and ability to utilize any and all remedies available to Marathon under applicable laws.
- 4.3 Tax Obligations. All fees for services purchased or licensed in this Agreement, unless otherwise noted, are exclusive of applicable taxes. Client agrees to pay all applicable sales, use or service taxes imposed by any state or local tax authority on the services or payments provided hereunder (other than taxes calculated on the basis of the net income of Marathon) which Marathon may be required to pay or collect. Any such tax due is in addition to the fees charged by Marathon herein and will be listed separately on invoices. To the extent Marathon has not collected and remitted any applicable tax for Client in reliance upon an erroneous representation of Client as to its tax status, Client's obligation to pay taxes shall include any interest and penalties imposed by any taxing authorities. If a certificate of exemption or similar document or proceeding is necessary in order to exempt the sale from sales or use tax liability, Client shall obtain and produce such certificate, document or proceeding, at its sole expense.

Article V
Duties of Marathon

- 5.1 Equipment and Supplies. At its sole cost and expense, Marathon shall provide or arrange for the provision of such equipment, supplies, professional services and such other support services necessary for the performance of its obligations under this Agreement. Marathon shall retain ownership of and/or control over the equipment and/or supplies provided under this Agreement.
- 5.2 Qualified Care Providers. Marathon shall employ or engage qualified and appropriately licensed or certified (if applicable) Care Providers to provide the services that Marathon is obligated to provide under this Agreement. It shall be Marathon's responsibility to select, contract with and manage any third party contractors, all in accordance with the terms of this Agreement. Such third party contractors may include an affiliated professional corporation to provide the acute and other health care services, for which it will be paid fair market value by Marathon, and may include other contractors. Marathon shall retain responsibility for any such delegated and/or subcontracted services and shall monitor performance of such services on an ongoing basis to ensure the compliance with all applicable obligations under this Agreement.
- 5.3 Independent Contractor. Marathon shall at all times remain an independent contractor. Nothing contained herein shall be construed to create an agency, joint venture, or joint enterprise relationship between the Parties. Marathon and its personnel and contractors are not Client's personnel or agents, and Marathon assumes full responsibility for their actions. Marathon shall comply with all Laws governing the services being performed under this Agreement. Marathon, at its sole expense, shall obtain any and all licenses and permits required for the services performed by its personnel and Contractors, including but not limited to any and all visas, work permits, etc. required by applicable Law.

Marathon shall be solely responsible for the payment of compensation of Marathon personnel and contractors performing services hereunder, and Marathon's personnel and contractors are not entitled to the provision of any Client employee benefits. Client shall not be responsible for payment of worker's compensation, disability or other similar benefits, unemployment or other similar insurance or for withholding income or other similar taxes or social security for any Marathon personnel and contractors, but such responsibility shall solely be that of Marathon.

- 5.4 Performance of Client Obligations. Marathon shall not be responsible for any delay or lack of performance of the Marathon Services due to the failure of Client or a Participant to provide information necessary to fulfill its obligations as required under this Agreement.
- 5.5 Compliance with Law. Marathon shall not direct or encourage Client to act or refrain from acting in any way which, to its knowledge, would violate any applicable

law or regulation. Marathon shall not act in any way which, to its knowledge, could implicate or involve Client in a violation of any such law or regulation.

- 5.6 Marathon Health Reports. Marathon will provide to Client the reports described in **Schedule A**.

Article VI Duties of Client

- 6.1 Provision of Location. Client shall, at its sole cost and expense, provide or arrange for the provision of such space needed by Marathon for the performance of its obligations under this agreement, including fit-up of the space with basic infrastructure consistent with Marathon's specifications, including but not limited to, utilities, unrestricted internet connectivity, and non-medical furnishings. Client is responsible for routine cleaning of the health center space, including vacuuming, trash removal and bathroom cleaning, if applicable, on a daily basis.
- 6.2 Internet Connections. Client will provide dedicated, unrestricted, business class DSL or business class cable services. Ethernet handoff to be implemented into a Marathon owned and operated firewall/router. Client is responsible for premise wiring to facilitate connectivity from the Marathon firewall to the desktops. Two jacks are required for each employee station. Location of jacks is dependent upon build out of facilities. Minimum requirements include bandwidth requirements of 10 mbps connection (up/down), and 5 static publicly addressable IP addresses.
- 6.3 Telephone and Fax. Client will facilitate and provide all physical wiring needed for telephone connectivity. Wiring must be at least Cat5e terminated at both ends with RJ45 sockets. All wiring shall be terminated in a central location at one end and at each workstation at the other. Marathon will provide telephones and associated services for all of its employees and for the main line to the health center. Client is responsible for providing convenience phones and associated wiring if Client wants Participants to have access to telephones within the health center. Client must also provide service to the health center for 1 analog phone line and associated wiring for the purpose of faxing.
- 6.4 Publicity and Promotion. Client will publicize and provide descriptive information, including those standard marketing materials provided by Marathon as described in **Schedule A**, about the Marathon Services to Participants who may seek services at the location or locations agreed upon by the Parties. Client will provide Marathon with copies of other documents and materials prepared independently by Client describing, publicizing, or significantly affecting the Marathon Services prior to the distribution of such materials. Marathon shall review and comment on such materials within a reasonable time after receipt. Client shall use reasonable efforts to seek Marathon's input prior to publicizing and providing such information to Participants, which input shall not be unreasonably delayed. Client expressly permits Marathon to use Client's name in advertisements to recruit Care Providers

or other personnel dedicated for the Marathon Services, as the recruitment and implementation processes are reliant on this.

- 6.5 Eligibility Files. Client will provide to Marathon on a weekly basis, or other mutually agreed-upon frequency, a Participant eligibility file, which is necessary to enable Marathon to provide the Marathon Services. The Participant eligibility file will contain the entire population of Participants and will adhere to Marathon's file specifications.
- 6.6 Medical Claims Data. To assist in the identification and treatment of Participants with chronic conditions such as diabetes, asthma, heart disease, pulmonary disease and hypertension, Client agrees to make reasonable effort to provide Marathon, through its carrier, third party administrator, or third party vendor for claims data mining, with access to medical claims data for the Participants enrolled in Client's health plan(s), for the 12 months prior to the initiation of onsite services, and minimally at twelve month intervals thereafter through the term of the contract. Marathon will provide Client with the file format defining the specifications for the data.
- 6.7 Availability of Resources. Client agrees to allow Marathon to utilize any internal resources of Client and to assist Marathon in such utilization, including, but not limited to, training, marketing tools and resources, and technical support necessary to maintain the requirements outlined in Section 6.1, as mutually agreed upon by the Parties, in order to enhance the effectiveness and utilization of the Marathon Services. Client will identify a single primary point of contact for implementation project management and ongoing account management.
- 6.8 Compliance with Law. Client shall not direct or encourage Marathon to act or refrain from acting in any way which, to its knowledge, would violate any applicable law or regulation. Client shall not act in any way which, to its knowledge, could implicate or involve Marathon in a violation of any such law or regulation.

Article VII Events of Default, Remedies and Termination

- 7.1 Events of Default. Any one or more of the following shall constitute an event of default under this Agreement (each to be an "Event of Default"):
- (a) Any failure by Client to pay Marathon in accordance with Article IV of this Agreement;
 - (b) Any material failure by either Party to promptly and fully perform its obligations or comply with the terms of this Agreement, and, provided that such default is not a willful violation of applicable Law or a threat to Participant health and safety, (which failures must be remedied immediately), the defaulting Party shall have sixty (60) days to remedy such

default after written notice of such default by the aggrieved Party to the defaulting Party specifying in detail the nature of the default, and provided further that the defaulting Party shall have up to ninety (90) days to cure such default if it has commenced to cure such breach within thirty (30) days of receipt of such notice and is continuing to diligently pursue a cure of such breach; and

- (c) A Party appoints a custodian, liquidator, trustee or receiver or a material portion of its assets become subject to custodian, liquidator, trustee or receiver; or if a party files a voluntary petition in U.S. bankruptcy court; or a Party is generally not paying its debts as they become due or makes an assignment for the benefit of creditors; or bankruptcy, reorganization, or insolvency proceedings or other proceedings for relief under any bankruptcy or similar Law or Laws for relief of debtors are instituted by or against a Party and are not dismissed within sixty (60) days.

7.2 Remedies.

- (a) Subject to the terms and conditions of this Agreement, upon an Event of Default by Client, Marathon may, at its option, (i) suspend further Services under this Agreement, (ii) pursue any and all remedies that may be available at law or in equity, and/or (iii) terminate this Agreement.
- (b) Subject to the terms and conditions of this Agreement, upon an Event of Default by Marathon, Client may, at its option, (i) suspend further payments to Marathon which are specifically associated with such default, (ii) pursue any and all remedies that may be available at law or in equity, and/or (iii) terminate this Agreement.

7.3 Termination Events.

- (a) This Agreement may be terminated by either Party upon the occurrence of an Event of Default by the other Party.
- (b) This Agreement may be terminated by a written agreement signed by an authorized individual of both Parties.

7.4 Consequences of Termination.

- (a) Termination under any section of this Article VII shall not cause either Party to waive any rights it may have to exercise any remedies available to it under any other section of this Agreement or under any applicable Law.
- (b) In the event this Agreement is terminated by reason of a Party's default, the defaulting Party shall be liable for all direct costs, fees, expenses and damages and/or other amounts, including reasonable attorneys' fees, which the other Party may incur or sustain which are directly due to such default,

including but not limited to, reasonable attorneys' fees. In the event that the other Party claims any additional direct costs, fees, expenses, damages, and/or other amounts, the defaulting Party agrees to provide upon request such additional financial or accounting records as may be reasonably necessary for the other Party to verify such additional direct costs, fees, expenses, damages, and/or other amounts. In the event this Agreement is terminated by reason of a Party's default, the other Party shall have no continuing obligations or liabilities under this Agreement except as expressly provided under this Agreement.

- (c) Except as expressly provided below in this Section 7.4(d), notwithstanding anything in this Agreement to the contrary, (a) no Party shall be liable to the other party for incidental or consequential damages resulting from any breach of this Agreement, and (b) the maximum liability of either party to the other for any breach or violation of this Agreement or any addendum to this Agreement shall not exceed an amount equal to the total fees payable under this Agreement. The Client as a Public agency may assert protection as provided by CRS 24-10-01. Notwithstanding the foregoing, the limitations on liability set forth in this subsection shall not apply to any Event of Default by a party constituting fraud, gross negligence, or willful misconduct in connection with this Agreement, or claims for indemnification under Article XI of this Agreement.
- (d) Provided that Client has satisfied all payment obligations under this Agreement, and any disputes regarding payment have been resolved, or, if an unresolved payment dispute exists, Client shall have deposited in an interest-bearing escrow account with a mutually agreed upon financial institution an amount equal to the disputed payment amount, in all cases of termination, Marathon agrees to work with Client to make an orderly transition of the Marathon Services and Client's property pursuant to the terms and conditions of a mutually agreed upon transition plan. Marathon and Client agree to negotiate in good faith the terms and conditions of any such transition plan.
- (e) Marathon shall maintain Participants' health records beyond termination of this Agreement in accordance with applicable laws.

Article VIII Confidentiality of Participant Records

- 8.1 Access to Participant Information. Marathon acknowledges and agrees that in the course of performing its duties under this Agreement, Marathon, its Care Providers and/or their agents may acquire or obtain access to or knowledge of health records or other personal and confidential information regarding Participants.

- 8.2 Safeguard of Information. Marathon, its Care Providers and their agents will safeguard Participants' health records and other personal and confidential information to ensure that the information is not improperly disclosed and to comply with any applicable law, rule or regulation, including, but not limited to, regulations promulgated by the United States Department of Health and Human Services, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as the same may be amended from time to time (collectively the "HIPAA Regulations"), the Health Information Technology for Economic and Clinical Health (HITECH) Act, and other federal and state regulations governing the confidentiality of health information, including without limitation mental health, substance abuse and HIV-related information. Individual electronic medical record information is the property of Marathon, subject to each Participant's rights to his/her individual medical information.
- 8.3 Granting of Access. Marathon will afford access to Participant's health records or personal and confidential information to other persons only as allowed, or required by law. Marathon shall not grant access to patient records, patient information, and other personal and confidential data to any individual or to Client except as provided in this Section 8.3.
- 8.4 Compliance Assistance. To the extent Marathon utilizes space provided by Client in providing services under this Agreement, the Client shall reasonably assist Marathon in complying with these requirements, including the physical access to such space.

Article IX Confidentiality of Business Information

- 9.1 Restriction of Use; Confidentiality. Each of the Parties agrees not to use any Confidential Information (as defined below) for any purpose other than to accomplish the intent of this Agreement. No other rights, or licenses to trademarks, inventions, copyrights, or patents are implied or granted under this Agreement. Confidential Information supplied shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Each Party agrees to keep all such Confidential Information confidential and, at a minimum, treat this Confidential Information in the same confidential manner it would treat its own most confidential information, and shall not disclose it to others or use it for any purpose except as required to accomplish the intent of this Agreement.
- 9.2 Confidential Information. For purposes of this provision, the term "Confidential Information" shall mean any business practices, methods of doing business, or written or electronic materials relating to its business and shall also include without limitation any written material of the type that is proprietary, including, without limitation, software programs, technical information, patent applications, patent disclosures, prototypes, samples, business apparatus, forms of reports, know-how, and other materials marked "confidential", or confidential information

disclosed verbally if set forth in a writing which is provided to the recipient within 15 days of verbal disclosure thereof. Confidential Information shall not, however, include information that is governed by the confidentiality provision of Article VIII, or any information which recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure to recipient; (ii) becomes publicly known and made generally available after disclosure to recipient through no action or inaction of recipient or its affiliates; or (iii) is in the possession of recipient, without confidentiality restrictions, at the time of disclosure as shown by recipient's files and records immediately prior to the time of disclosure. Nothing in this Agreement shall be deemed to prohibit recipient from disclosing any Confidential Information that is (i) required by law (provided, however, that in the event of such requirement, prior to disclosing any Confidential Information, recipient will notify the disclosing Party of the scope and source of such legal requirements and shall give the disclosing Party the opportunity to challenge the need to disclose and/or limit the scope of disclosed information) or (ii) pursuant to the written consent of the disclosing Party.

- 9.3 Indemnification. Marathon hereby agrees to indemnify and hold harmless the client and the Client agrees to hold harmless Marathon from any damage, loss, cost or liability (including legal fees and the cost of enforcing this indemnity) arising out of or resulting from its unauthorized use or disclosure of Confidential Information. Each Party acknowledges and agrees that monetary damages would be both incalculable and an insufficient remedy for any breach of this Agreement and that any such breach would cause either Party irreparable harm. Accordingly, each Party also agrees that, in the event of any breach or threatened breach of this Agreement, the disclosing Party, in addition to any other remedies at law or in equity it may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

Article X Non-Solicitation

- 10.1 Non-Solicitation. As consideration for the resources dedicated to the development of the Marathon Services and for Marathon entering into this Agreement, Client agrees that it will not, either during the term of this Agreement or for a period of two (2) years after the termination of this Agreement for any reason whatsoever, directly or indirectly, employ or consult in any way, whether in a paid or unpaid capacity, any entity or individual, including but not limited to Care Providers, medical directors, Collaborating Physicians, employees, and independent contractors, furnished by Marathon in performing services under this Agreement, unless Marathon gives prior written approval.

Article XI Indemnification and Insurance

Marathon Health, LLC.

11.1 .

11.2 Marathon Insurance. Marathon shall maintain and pay for the following insurance coverages during the term of this Agreement and all renewals thereof:

- (a) Medical malpractice liability coverage with limits of \$5 million per claim and \$5 million aggregate, and,
- (b) General liability coverage with limits of \$5 million per claim and \$5 million aggregate, and,
- (c) Umbrella/excess liability insurance covering professional and general liability with limits of \$2 million per claim and \$2 million aggregate, and,
- (d) Technology related errors and omissions liability and cyber-liability coverage with limits of \$5 million per claim and \$5 million aggregate, and,
- (e) Property and casualty coverage for its materials, equipment, furnishings, supplies, and all owned personal and/or business property and improvements located on Client's premises under the standard "Special Form" coverage to its full replacement cost, without depreciation, adjusted yearly, and,
- (f) Workers' compensation and other statutory insurances as required.

11.3 Client Insurance. Client shall insure, and pay for the following insurance coverages during the term of this Agreement and all renewals thereof:

- (a) General liability insurance covering Client's business operations on the premises in which the Marathon Services will be performed, and,
- (b) Property and casualty coverage for all of Client's real and personal property to which Marathon and its employees are granted access or given use, to its full or depreciated value, at Client's option, to include, but not be limited to, insurance on space needed by Marathon for the performance of its obligations under this Agreement and all Client's infrastructure and improvements to such space.
- (c) Other insurances typically maintained within Client's industry.

11.4 Waiver. Notwithstanding any other provisions of this Article XI, to the fullest extent allowable under all policies they hold and under law, Marathon and Client hereby mutual waive (1) all rights of subrogation against one another and their directors, officers, employees, agents and representatives, (2) all rights of indemnification, to the extent Liabilities are covered by insurance of the Party that otherwise would be indemnified under the Agreement and, (3) with regard to real or personal

property, the waivers under (1) and (2) of this paragraph apply regardless of whether coverage is for the full replacement cost or a depreciated or lesser value.

Article XII Miscellaneous

- 12.1 Ancillary Agreements. Client agrees to execute or cause to be executed all ancillary agreements appropriate and reasonably necessary to enable the Marathon Services to be performed.
- 12.2 Force Majeure. Neither Party shall be liable for failure or delay in performance due to any cause beyond the reasonable control of such Party (a “Force Majeure Event”); provided that such Party shall have (i) used its best efforts to avoid such Force Majeure Event and to minimize the impact of same on the other Party and (ii) rendered to the other Party prompt written notice thereof when first discovered, fully describing its probable effect and duration. The term “Force Majeure Event” shall include, but not be limited to, acts of God or the public enemy; expropriation or confiscation; war, rebellion, civil disturbances, sabotage, and riots; strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party hereunder; inability to obtain any local, state or federal governmental approval due to actions or omissions by any such governmental authority that were not voluntarily induced or promoted by the affected Party hereunder; and floods or unusually severe weather that could not have been reasonably anticipated, fires, explosions, and earthquakes, and other similar occurrences. Force Majeure Event shall not include economic hardship or changes in market conditions.
- 12.3 Entire Agreement. The Parties acknowledge that this Agreement, including any attachments, schedules and addendum that are attached hereto and incorporated herein by reference, represents the entire agreement and understanding of the Parties with reference to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, understandings, and any other negotiations and discussions, whether oral or written, of the parties and/or subsidiaries of the parties with respect to the same subject matter hereof. Each Party acknowledges that no other promises, representations or agreements, whether written or verbal, have been made by the other Party, its agents, employees or legal representatives as an inducement for the execution of this Agreement. The Agreement replaces all prior understandings and agreements of the Parties, written or oral, with respect to the subject matter covered herein.
- 12.4 Notices. All notices to be delivered under this Agreement shall be in writing and shall be delivered by hand or deposited in the United States mail, first-class, registered or certified mail, postage prepaid, to the following addresses:

To Client: City of Grand Junction, Colorado

Marathon Health, LLC.

250 N. 5th Street
Grand Junction, CO 81501
Attn: Jay Valentine, Deputy Finance Director
(970) 244-1517
Cc: John Shaver City Attorney
Claudia Hazelhurst, Human Resources Director

To Marathon: Marathon Health, LLC
Champlain Mill
20 Winooski Falls Way, Suite 400
Winooski, VT 05404
Tel - (802) 857-0400
Fax - (802) 857-0498 Fax
Attn: Jerry Ford, CEO

- 12.5 Severability. If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the Parties to enforce such provision in another circumstance. Neither does it affect the rights of the Parties to enforce any other provision of the Agreement at any time.
- 12.6 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado to the extent not preempted by federal law.
- 12.7 Amendment. This Agreement may be amended by Client and Marathon only by a writing duly executed by an appropriate officer of Marathon and Client. This requirement is not intended to preclude the Parties from making decisions regarding day to day operations.
- 12.8 Assignment. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. The rights and duties of Marathon and Client under this Agreement shall not be assignable by either Party without the prior written consent of the other Party. Such consent shall not be unreasonably withheld.
- 12.9 Third Party Beneficiaries. Nothing contained herein shall be construed to confer any benefit on persons who are not Parties to this Agreement.
- 12.10 Waiver. A failure or delay of either party to this Agreement to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provision of this Agreement or shall not excuse the other party's performance of such, nor affect any rights at a later time to enforce the provision.

12.11 Disputes. If there is any dispute covered by this Agreement, the disputing party shall give written notice of such dispute to the other party no later than one hundred eighty (180) days after the party knew or should have known that the dispute existed. Within thirty (30) days after notice of the dispute is given, the parties will meet to attempt to resolve the dispute. If the parties fail to meet within thirty (30) days after the notice of dispute is given or if the parties fail to resolve the dispute within forty-five (45) days after they first meet, either party may initiate arbitration of the dispute as provided hereinafter and in accordance with the American Arbitration Association Arbitration Rules and Mediation Procedures for Commercial Disputes. The parties agree to submit any and all unresolved disputes directly or indirectly arising under this Agreement or any addendum to this Agreement to final and binding arbitration before a neutral arbitrator. The parties agree to waive their right to a trial by jury or court and agree that they will not make a demand, request or motion for a trial by jury or court. The parties agree that it is their intention that arbitration is to be the sole method for resolving any dispute covered by this Agreement (or any addendum to this Agreement), and that there will be no resort to court action except to compel arbitration, to enforce the arbitrator's award. The agreement to arbitrate shall in no way limit any parties' right to seek an injunction or other equitable remedies from any court of competent jurisdiction. In the event that any provision regarding arbitration is held to be in conflict with a mandatory provision of applicable Law, the conflicting provision shall be modified to conform to applicable Law.

12.12 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date first above written.

CLIENT

MARATHON HEALTH, LLC.

Signed
: _____

Signed
: _____

Name: Jay Valentine

Name: Jerry Ford

Title: Deputy Finance Director

Title: CEO

Date: _____

Date: _____

**Schedule A
MARATHON SERVICES**

DESCRIPTION OF SERVICES

Ongoing Services: As of the Commencement Date, Marathon shall provide onsite health services as follows for participants.

Implementation Services: During the period beginning on the Effective Date and continuing through the start of the Ongoing Services on the Commencement Date (the “Implementation Period”), Marathon shall provide the Implementation Services detailed in Schedule A1.

The following is included in the annual fees, per Schedule B:

Individuals Eligible to Participate as of the Commencement Date:

Eligible Participants	Number	Comment
Employees and Retirees	627	
Spouses and Dependents	1009	Currently enrolled in ??

Health Center Staffing:

Staffing*	Number	Comment
Nurse Practitioners [Physician Assistants]	.75 FTE (30 hr/wk)	
Medical assistants	.75 FTE (30 hr/wk)	
Licensed Clinical Mental Health Counselor	.50 FTE (20 hr/wk)	

*The Marathon Health staffing model also assumes that each mid-level practitioner will have a collaborating physician who provides medical supervision, consultation, chart review, and quality assurance activities.

Location and Time of Services:

- The services provided under this Agreement will be provided at a site to be located in Grand Junction, CO.

	Monday – Friday
Hours of Operation	30 Hours TBD

- Notwithstanding the hours of operation described above, the health center shall be closed for eight (8) holidays and for four (4) professional development days per year.
- In the event of an unexpected clinician absence, the health center shall remain open for services to be continued, to the extent possible, by the other regular health center staff member(s). Up to five (5) days of such absences that result in no primary care services being provided shall be allowed per year, per health center.

ONGOING SERVICES INCLUDED IN ANNUAL FEE:

Labor costs, medical & office supplies, medical liability insurance, worker's compensation insurance, general liability insurance and all other insurance policies.

Primary Care	Description
Acute and Episodic Care	<ul style="list-style-type: none"> Assessment and treatment of medical conditions that are episodic in nature and short in duration. Examples include, but are not limited to, upper respiratory infections, rashes, urinary tract infections, and first treatment of minor injuries
Management of Chronic Conditions	<ul style="list-style-type: none"> If NP/PA model - Management of chronic conditions for individuals who do not have a primary care provider. Examples include, but are not limited to, hypertension, hypothyroidism, allergic rhinitis, hypercholesterolemia and diabetes. For those individuals with an existing primary care provider and/or specialist, and in particular for those individuals who have multiple complicated medical conditions requiring specialty care and/or significant oversight, the Marathon Health clinician will work in collaboration with said provider to provide adjunct care and education to the patient. For those individuals who do not have a primary care provider, Marathon can function as the medical home and provide full primary care, including the management of multiple chronic conditions requiring significant oversight. After hours coverage and in-hospital care not included. The clinician will work in collaboration with specialty care providers if specialty referral is indicated.
Routine annual exams and screenings	<ul style="list-style-type: none"> Annual Physicals – Includes a physical exam. Any required external lab processing and imaging is not included in the annual fees. Annual women's health exams to include pelvic exam and pap smear. Pap smear requires external lab processing not included in the annual fees.
Travel Medicine	<ul style="list-style-type: none"> Consultation with clinician to receive guidance on recommended immunizations, medications, and travel precautions. Vaccines can be administered in-house for most required immunization but are purchased in advance per agreement with Client, and the cost of vaccines is not included in the annual fees.

Pediatric Care	Description
Episodic care	Minor acute illnesses such as ear infections, upper respiratory infections, rashes, diarrhea, nausea and vomiting.
Well childcare for children ages 6 and higher	School physicals, sports physicals, annual physicals, health coaching, chronic condition coaching, and administration of immunizations (if purchasing vaccines is agreed to by Client).

Supplemental Primary Care Services	Description
Lab Draws	Labs may be drawn for diagnostic and monitoring purposes at the recommendation of the onsite clinician. The cost of external lab processing is a third party charge to Client that is not included in the annual fee.
Immunizations	Administered at no cost with Marathon's cost of vaccine passed through as incurred.
CLIA-waived labs	Processed in-house during the provision of care, as needed (pending review of state regulations). The following tests are included in the annual fee: A1C Hemoglobin, Fecal Occult Blood Test, Glucose, HCG Pregnancy, Lipid Profile, Mono, Strep A, Urinalysis.

Health Maintenance and Disease Prevention	Description
Health Risk Assessment	<ul style="list-style-type: none"> Administered online or in paper version screens General health and well-being Health history including symptoms, conditions and family history Tobacco use, alcohol use and stress levels

Comprehensive Health Review (CHR)	<ul style="list-style-type: none"> For high risk individuals and individuals with chronic disease a CHR Online access to complete the Health History and Risk Assessment (HHRA) 1:1 consultation with the onsite clinician to review assessment results, health history and risk appraisal, set goals and recommend strategies to achieve goals
Lifestyle Risk Reduction	<ul style="list-style-type: none"> For high risk individuals agreeing to follow-up with the Marathon Health Care provider as their personal health coach Work 1:1 with individuals to change behaviors putting them at risk for certain conditions, addressing lifestyle habits such as physical activity, smoking, diet, stress, weight control, cholesterol and blood pressure. Marathon Health Providers incorporate Transtheoretical Model, Model for Improvement and Motivational Interviewing behavioral change methodologies Individualized change management plans Proactive support

Chronic Condition Coaching	Description
For individuals with chronic diseases (Diabetes, COPD, asthma, CHF, CAD, HTN, depression, low back pain)	<ul style="list-style-type: none"> Work 1:1 with individuals to empower and educate them to improve their health and quality of life through self-management practices and adherence to a treatment plan that aligns with national clinical guidelines for their disease. Coaching, symptom monitoring, and disease education

Pharmaceutical Dispensing	Description
Onsite Pre-Packaged Pharmaceutical Dispensing (excluding the cost of drugs)	Onsite dispensing is currently allowed per latest review of pharmacy law, but is always subject to a complete review based on the particulars of the formulary, health center staff composition and any changes to law.

Occupational Health Services	Description
Work-related injuries	<ul style="list-style-type: none"> First treatment of minor work related injuries. Examples include, but are not limited to, minor strains, sprains, dermatitis, insect bites
Drug and alcohol screening	<ul style="list-style-type: none"> DOT Urine Drug Screening <ul style="list-style-type: none"> 7 panel drug screen. Requires external lab processing and positives must be reviewed by a Medical Review Officer, both of which are not included in the annual fees. Non-DOT Urine Drug Screening <ul style="list-style-type: none"> Client determines panel for urine drug screen. Positives may require external lab processing and may be reviewed by a Medical Review Officer, both of which are not included in the annual fees.

Behavioral Health Services	Description
Individual, couples and family counseling for behavioral health issues	<ul style="list-style-type: none"> Such as stress, depression, anxiety, grief, relationships, eating disorders and substance abuse. If dependents are covered in the contract counseling will be offered to ages 12 and older.

Health Engagement System Technology Platform	Description
Health Engagement System Technology Platform	<ul style="list-style-type: none"> Personal Health Record with risk profile, wellness score, interactive nutrition and activity trackers, and medical content

(for up to 110% of the employees and spouses eligible to participate)	<ul style="list-style-type: none"> • Online scheduling system and secure messaging • Electronic Medical Record • Ability to import encounter data from carrier to provide historical patient encounter information • Export up to three (3) types of data feeds (encounter, lab, or HRA) in Marathon Health standard format
Health Savings Account processing	<ul style="list-style-type: none"> • For patients with a Health Savings Account (HSA) in a High Deductible Health Plan (HDHP), Marathon Health provides the ability to send a claim for non-preventative care visits, at an agreed upon cost, to be applied against the patient's deductible.

Account Management and Advisory Services	Description
One Point of Contact	An assigned Account Manager provides one point of contact for triaging issues that may be handled by Marathon's team of analysts, clinicians, communications resources and others to ensure any issues are identified and addressed quickly.
Clinical Coverage Plan	Marathon Health will establish and provide a coverage plan for clinical staff absences due to illness, vacation or continuing medical education (CME) time off.
Monthly Reviews	Account Manager will hold monthly calls with the Client to deliver and discuss the reports described below to ensure that the client has data on health center activity and progress toward goals.
Annual Review	Account Manager will provide face-to-face annual reviews of the health center business, incorporating the Client-specific key performance metrics from the previous year, as well as a strategic plan for the next year.
Ongoing Health Promotions	Account Manager will work together with the Client to manage ongoing communications for the promotion of health center services and operations
Strategic Planning	Account Manager will work to understand and support Client's unique business objectives and goals for the health center. The Account Manager will work collaboratively with the Client's broker/consultant, as well as other health related vendors (EAP, DM, etc.) as needed to ensure that employee health resources are fully leveraged.

Management Reporting and Analysis	Description
Monthly client activity and trends report	Including visit volume (visits for acute care, occupational health, risk reduction and chronic condition management, group work and telephonic consults), high risk patients engaged, high risk patients making progress, encounters by CPT code, diagnoses by ICD-9 code, prescriptions written, and overall savings from operations
Annual reports including:	<ul style="list-style-type: none"> • Population stratification report identifying percent of the population screened, size and nature of high risk population and size and nature of population with chronic conditions identified through data mining and/or screening. • Review of health center operations including health center volumes and patient engagement • Examination of outcomes including overall improvement in population health status, patient satisfaction, savings from health center operations and return on investment analysis, results of at-risk pay-for-performance metrics, and plan for continuous quality improvement.
Customization	Up to 20 hours of custom reporting per year. Additional custom reporting beyond 20 hours per year will be billed as Additional Services at the rate of \$150/hour.

Participant Communications and Promotions	Description
Pre-launch multimedia communication campaign	Including site posters, events, digital communication and mailings, customized with location-specific information. (Descriptions of clinical services are not modifiable.) See A2 for details on pre-launch communication material.
MyHealth Report	Including email and mailings to promote access to a personalized health report for all

	participants.
Health Promotion Catalog	Including educational sessions, group programs, health center promotional activities, health fair support, health and fitness challenges, and other programs designed to increase engagement.
Production and Printing	The standard communication package includes all production and printing costs.

SERVICES NOT INCLUDED IN ANNUAL FEE:

- Flu vaccine and related supplies supplied at current rates.
- Pre-packaged pharmaceuticals dispensed onsite supplied at Marathon cost.
- Other prescription medications, vaccines and durable medical equipment supplied at Marathon cost
- Additional Data Services, such as custom interfaces for uploads of prior provider data, or more than 3 ongoing activity reports.
- Mass population biometric screening fees at quoted rates. Actual fee is dependent on number of individuals screened and the number of locations. Individual in-house biometric screenings and all health risk assessments are included in the annual service fee.
- Travel costs for health center staff and health screeners to visit Participants at offsite locations (locations other than those regularly operated health centers included at the top of this Schedule A).
- Optional communication services:
 - **Video Production:** Short videos to promote the services, success stories, or address concerns.
 - **Design/Production Non Storefront Material:** Production of material that requires additional customization.
 - **Mailings to homes:** Additional postage cost for mailing of materials to participants' homes, rather than distributing in the workplace.

EQUIPMENT INCLUDED IN THE IMPLEMENTATION FEE:

Note: basic medical equipment such as exam table(s), phlebotomy chair, cholestech machine(s) and small medical supplies and equipment are included.

Medical Equipment

- Pediatric exam table with scale
- AED
- Autoclave

Occupational Health Equipment

- Pulmonary function test equipment

NOT INCLUDED IN THIS AGREEMENT:

- Non-CLIA waived tests, CLIA waived tests not included above, external lab processing for physicals, annual exams and screenings.
- Internet connectivity and telephone service for Marathon staff.

**Schedule A1
IMPLEMENTATION SERVICES**

Marathon Health shall provide the following standard Implementation Services, which are included in the quoted fees. Additional services provided beyond the scope of the deliverables, such as additional site visit days, will be billed as Additional Services.

Standard Implementation Package	Deliverables (exact media to be determined)
Pre-Kick Off Implementation Meeting	Sales Transition Meeting: Client, Sales VP and Project Manager meet via conference call to initiate steps in the implementation process.
Kick Off Implementation Meeting	Initial Implementation Team meeting to start the implementation process. This conference call will include all members of the implementation team (from both Marathon and Client) to provide the foundation and expectations for the implementation process.
Functional Workgroup Implementation Meeting	Within 3 to 6 weeks, Marathon will provide up to 3 members of the implementation team to be onsite at the Client location for a workgroup session/meeting. Other members of the Marathon Implementation Team will join as needed by conference call.
Recruitment/Onboarding of Clinical Team	Marathon to cover the advertising cost for all staff positions and up to 2 visits to Client site to conduct initial recruitment of clinical team members.
Clinical Coverage Plan	Marathon to establish and provide coverage plan for clinical staff absences.
Clinical Training	Marathon will provide initial implementation training for all health center staff during onboarding and onsite at the health center during the go-live week. This includes travel, lodging, meals and materials for shadowing at other Marathon Health centers, orientation week and go-live week.
Communication Services	Marathon will provide the Pre-Launch Communication Program included in Schedule A2.
Information Systems:	
-IT Equipment	Marathon will provide computers for each clinical team staff member, printers, copiers and one kiosk.
-IT Set Up	Marathon to provide IT staff for set up for up to 2 days at the health center location prior to scheduled go live date.
Project Management	
-Project Manager Client site visits	Marathon will provide up to 3 onsite visits by the Project Manager during the implementation process.
-Weekly Implementation Calls	Marathon will provide weekly implementation calls with the implementation team/Client project manager during implementation process.
Health Center Set Up	
-Decor	Marathon will provide site posters and accent décor throughout health center.

-Furnishings	Marathon will provide non-medical furnishings for 2 exam rooms, 1 consulting room, lab and reception area, using Marathon's standard configuration.
-Medical Furniture	Marathon will provide exam table(s) for 2 exam rooms, phlebotomy chair and medical stool(s).
-Supplies & Maintenance	Marathon will provide office and medical supplies (excluding prescribed medications, vaccines and durable medical equipment). Marathon will also provide medical waste management.

Schedule A2
PRE-LAUNCH COMMUNICATION MATERIAL

Marathon Health shall provide the following standard pre-launch communication material, which are included in the quoted fees. Additional communication material or changes to the following beyond the standard customization will be billed as Additional Services.

Pre-Launch Deliverables	Description	Customization Available
Audit/ Strategy/ FAQ	Communication audit to understand current practices, target audience, best methods. Strategy document and FAQ/ key message document delivered based on audit results.	
Services Booklet	4 color booklet describing available services.	Client name, center name, logo, photo selection
Executive Announcement copy	Announcement copy to be delivered by the Client.	All custom
Posters	4 color, 11x17" posters, including Coming Soon, Now Open, and Confidentiality	Client name, center name, logo, photo selection
Leadership Toolkit	Presentation and FAQ document explaining business drivers to leadership audience	
Countdown Flyer Sets	Set of 6 flyers, 8.5x11", each counting down from the 6 week mark with messaging to build excitement about healthcare at work.	Client or center logo
Table Tents	Laminated, 4 color, 2 sided, 3x4" table tent cards cueing people to expect the welcome package in the mail.	Client name, center name, logo, photo selection
Welcome Package – Portal Mailer	Mailer with a laminated wallet card with health center details and information about accessing the Portal.	Client name, center name, logo, photo selection, company messaging, personalized with username and password
Welcome Package – Brochure and Services Roadmap	Interactive brochure that describes services available and roadmap for accessing healthcare.	Client name, center name, logo, photo selection, hours, location, phone number, center-specific FAQ responses

Welcome Package Envelope	9x12" window envelope	Client or center logo
Magnet	4 color, business card size magnet	Client name, center name, logo, photo selection, hours, location, ph #
Open House Postcard	4x6" jumbo 4 color postcard invitation to open house	Client name, center name, logo, photo selection, hours, location, ph #, open house date and time
Slim Jim	3x8" 4 color rack card, services overview	Client name, center name, logo, photo selection, hours, location, ph #, center-specific FAQ responses
Meet the Staff	4 color, 8.5x11" flyer	Staff photos, bios, company/center name, logo, hours, location, ph #
Open House	Tours, Marathon Health information table, organize staff participation	
Open House Raffle Prize	Gift basket of wellness/health related items--fitness or healthy cooking themes	Standard
Open House Giveaways	Marathon Health branded giveaways such as pens, jump ropes, lip balm	Standard
Wall Hangings (15)	4 color, 24x36" posters (clings or framed) with health and wellness reminders and services overviews	Standard

**Schedule B
FEES AND PAYMENT SCHEDULE**

Service fees:

Fees for the initial year of this agreement are as follows:

Annual Service Fee	\$492,576
Implementation Fee (one-time)	\$62,880

Fees for optional services:

Onsite Pre-Packaged Pharmaceuticals..... At cost
For drugs paid for directly by the Client. No additional fees are charged for drugs paid for by patients or through health plan claims.

Flu vaccinationsAt current rates
Includes the acquisition of the vaccine and supplies for administering in the health center by existing staff (excludes the administering through a mass flu clinic).

Additional Services At current rates
Fees for services requested beyond the scope outlined in the schedules above will be billed at Marathon's then current standard rates, and may require authorization via a Statement of Work executed by the Client. Additional service days onsite are billed at a minimum of eight (8) hours per day for each day requested, and Client shall reimburse Marathon for all out-of-pocket expenses incurred in connection with the services, including travel expenses. Marathon will use reasonable efforts to adhere to Client's travel reimbursement policy, if provided by Client.

Payment schedule:

Service fees are invoiced and payable as follows:

- Implementation Fee at contract signing
- 1/12 of Annual Service Fees at beginning of each month of service
- Dispensed pharmaceutical charges, billable travel costs, Additional Services, and other unexpected costs incurred as a result of service modifications requested by Client as incurred.

At Risk Fees and Pay for Performance

10% of the Annual Service Fees for the initial three terms of this agreement are "at-risk" to Marathon Health and are subject to achieving the performance metrics outlined in the Marathon Health Pay for Performance Plan summarized in Schedule B1.

**Schedule B1
PAY FOR PERFORMANCE PLAN
Triple Aim**

The Marathon Health Pay for Performance Plan is based on achievement of key metrics covering the three dimensions relating to optimizing healthcare delivery and overall health of a population. The three dimensions are:

- **Improving the Patient Experience**
- **Improving the Health of the Population**
- **Reducing the Per Capita Cost**

The 10% of the annual base service fees for the initial three terms of this agreement that are “at-risk” will be attributed to these three dimensions in the following manner:

	Year 1	Year 2	Year 3
Improving the Patient Experience	2.5%	2.5%	2.5%
Improving the Health of the Population	5.0%	5.0%	5.0%
Reducing the Per Capita Cost	2.5%	2.5%	2.5%
Total	10%	10%	10%

Marathon’s performance, requirements of the Client and fee credits for each of the three dimensions are detailed below. If the Client has not fulfilled all of its requirements for any dimension during a given year, then no fee credit will be due the Client for that dimension for that year.

IMPROVING THE PATIENT EXPERIENCE – PATIENT SATISFACTION

Marathon's Performance

Employees will rate whether they are satisfied with their overall experience with Marathon Health using satisfaction surveys.

Fee Credits

The portion of at-risk fees attributable to Improving the Patient Experience will be credited back to the Client in accordance with the following scale:

% of Participants Satisfied or Very Satisfied	
90+%	0% credited to Client
85+%	50% credited to Client
80+%	75% credited to Client
< 80%	100% credited to Client

IMPROVING THE HEALTH OF THE POPULATION – HEALTH OUTCOMES

Marathon's Performance

Patients with the following risk conditions will achieve health improvements as follows:

		% of Participants with the Condition that Achieve the Results			
	Eligible Participants with the Following Conditions	Will Achieve the Following Results	Minimum target for Year 1	Minimum target for Year 2	Minimum Target for Year 3
1	Systolic BP >= 140	Reduce by 12 mmHg or normal	30.0%	35.0%	40.0%
2	Diastolic BP >= 90	Reduce by 5 mmHg or normal	30.0%	35.0%	40.0%
3	Glucose > 100	Reduce 15% or normal	10.0%	12.5%	15.0%
4	Tot. Cholesterol > 200	Reduce 10% or normal	10.0%	12.5%	15.0%
5	LDL Cholesterol > 160	Reduce 10% or normal	10.0%	12.5%	15.0%
6	HDL Cholesterol M<40, F<50	Increase 10% or normal	10.0%	12.5%	15.0%
7	Triglycerides > 200	Reduce 20% or normal range	10.0%	12.5%	15.0%
8	Overweight / Obesity	Reduce weight 5% or BMI normal	3.0%	4.0%	5.0%
9	Smokers	Quit for at least 90 days	3.0%	4.0%	5.0%

	Participants Under Marathon's Care with the Following conditions	Will Achieve the Following Results	Minimum target for Year 1	Minimum target for Year 2	Minimum Target for Year 3
10	Diabetics	Maintain average Hemoglobin A1C <= 7.5	10.0%	12.5%	15.0%
11	Diabetics	At the standard of care (or not applicable) for 5 out of 6: <ul style="list-style-type: none"> • Pneumococcal at least once • Influenza • Hepatitis B at least once • Self-Glucose Monitoring OR Hemoglobin A1c Result exists at least 2 times per 12 month period • Foot Exam • Eye Exam 	75.0%	75.0%	75.0%
12	Asthmatics	At the standard of care (or not applicable) for 5 out of 7: <ul style="list-style-type: none"> • Influenza • Pneumococcal at least once • Use of inhaled corticosteroid for those with persistent Asthma • Asthma Action Plan • Use of a short acting bronchodilator • Spirometry resulted • Medications appropriate for severity 	75.0%	75.0%	75.0%

The look-back period is 12 months in Year 1 and 18 months in subsequent years.

Fee Credits

The portion of at-risk fees attributable to Improving the Health of the Population will be credited back to the Client in accordance with the following scale:

# of Categories from the Above Table in Which the Minimum Target was Reached	
7-12	0% credited to Client
4-6	50% credited to Client
2-3	75% credited to Client
< 2	100% credited to Client

REDUCING THE PER CAPITA COST – REDUCE PMPM COST TREND

Marathon's Performance

Client's expected PMPM medical claims cost for the eligible population, net of fees paid to Marathon, will be reduced as follows:

	Year 1	Year 2	Year 3
Approximate Gross Reduction	7%	11%	13%
Net Reduction Target	0%	4%	6%

This is computed as follows:

- Client's expected year 1 PMPM medical claims costs for the eligible population, excluding large cost claimants of \$50,000 or above, are agreed upon between Marathon & Client.
- Expected year 2 PMPM costs are computed by increasing expected year 1 costs by 9% for medical inflation. Expected year 3 PMPM costs are computed by increasing expected year 2 costs by 9% for medical inflation.
- Actual PMPM medical claims costs for each year, excluding large cost claimants of \$50,000 or above, are obtained and compared to the expected costs to arrive at the Actual Gross Reduction in PMPM Cost.
- The Actual Gross Reduction in PMPM Cost is decreased by the PMPM fee paid to Marathon to arrive at the Actual Net Reduction in PMPM Cost. The Actual Net

Reduction in PMPM Cost is divided by the expected PMPM cost for the year to determine the Actual Net Reduction Percentage.

Fee Credits

The portion of at-risk fees attributable to Reducing the Per Capita Cost will be credited back to the Client in accordance with the following scale:

Variance of Actual Net Reduction Percentage from the Net Reduction Target	
+/-1% (e.g. 5%-7% reduction vs. a 6% target)	0% credited to Client
1%-3% under (e.g. 3%-5% reduction vs. a 6% target)	50% credited to Client
3%-5% under (e.g. 1%-3% reduction vs. a 6% target)	75% credited to Client
5+% under (e.g. 1-% reduction vs. a 6% target)	100% credited to Client

Requirements of Client

For Marathon’s fees to be at-risk under this plan, the following requirements of the Client apply:

- Facilitate an annual electronic satisfaction survey of employees within 60 days (+/-) of the end of each contract year.
- A minimum of 40% of the eligible employee population must participate in a separate mass health screening, including biometrics and health risk assessment, within 3 months (+/-) of the Commencement Date, and annually thereafter. Marathon can arrange biometric screening services from its preferred partner to assist Client in meeting this requirement.
- For use of the health center, if the Client requires high co-payments from Participants, requires employees to “punch out”, locates the health center offsite, or has other significant restrictions on its use, then a minimum of 50% of the eligible population must have at least one acute care or health coaching visit in the clinic during each contract year.
- Provide information on PMPM medical claims cost and large cost claimants of \$50,000 or above for at least the 2 years immediately preceding year 1 of the Agreement.

- Provide the expected PMPM medical claims cost, net of and large cost claimants of \$50,000 or above, for year 1, reflective of the impact of any health plan design changes for that year.
- Provide information on PMPM medical claims cost and large cost claimants of \$50,000 or above within 60 days of the end of each contract year.
- The medical claims data referred to in Section 6.6 must be received as scheduled.
- Client must utilize Marathon Health branded or co-branded material in the pre-launch communication as described in Schedule A.



Grand Junction City Council

Regular Session

Item #4.a.

Meeting Date: September 5, 2018

Presented By: Gus Hendricks, Emergency Manager/Fire Training Chief

Department: Fire

Submitted By: Gus Hendricks

Information

SUBJECT:

A Resolution Authorizing the City Manager to Submit a Grant Request to the Mesa County Federal Mineral Lease District for Completion of Infrastructure for Firefighter Training at the Colorado Law Enforcement Training Center

RECOMMENDATION:

Adopt a resolution authorizing the City Manager to submit a grant request to the Mesa County Federal Mineral Lease District (MCFMLD) for concrete and materials needed to complete the infrastructure for a live-fire training structure at the Colorado Law Enforcement Training Center (CLETC) on Whitewater Hill.

EXECUTIVE SUMMARY:

This request is for authorization to submit a request to Mesa County Federal Mineral Lease District (MCFMLD) for a \$185,500 grant for the completion of concrete infrastructure that will support the construction and use of a live-fire training building at the fire training area of the Colorado Law Enforcement Training Center (CLETC). The total cost of the project is estimated at \$265,000.

BACKGROUND OR DETAILED INFORMATION:

This request is for authorization to submit a request to Mesa County Federal Mineral Lease District (MCFMLD) for a \$185,500 grant for the completion of concrete infrastructure that will support the construction and use of a live-fire training building at the fire training area of the Colorado Law Enforcement Training Center (CLETC). The total cost of the project is estimated at \$265,000. The infrastructure includes a 150' X 150' concrete pad with 8" of concrete over 10" base material around the facility to allow

fire apparatus access to drive and train at the structure. The requested MCFMLD traditional grant will fund 70% of the proposed project's eligible costs. The grant requires 30% matching funds of \$79,500 for this project which are budgeted for the fire training facility in the City's 2018 capital budget. A total of \$275,000 is budgeted for the fire training facility in 2018 with an additional \$765,000 planned in the 10 year capital improvement plan over the next two years.

The fire department does not currently have a dedicated facility in which to train firefighters using live-fire. This type of facility is needed to ensure that firefighters are competent in all aspects of fire suppression and tactics. Without a dedicated burn facility, we are reliant on local property owners to donate structures to use for burn training. This practice is problematic due to the intermittent availability of these structures and the varying quality of the building itself that severely limits the type and amount of training that can be done safely in the structure. There are currently no live-fire training facilities in Mesa County. In order to conduct live-fire training in the fire recruit academy, the fire department utilizes live-fire facilities at locations in Dotsero and Rifle, Colorado. In the past, the fire department has also utilized facilities in Rangely, Colorado. These facilities come with other issues such as cost and time for travel, rent of the facility, and payment for the facility's employees to be present during the live-fire evolutions.

The addition of a dedicated burn facility would allow us to train firefighters in a consistent and safe manner without the dangers of acquired structures or travel to other areas on the Western Slope. The City and the Fire Department have already made a significant financial commitment to the fire training site on Whitewater Hill, and the fire department is also working with the Colorado Department of Fire Prevention and Control to secure a grant to place a modular fire training building at this site. If successful, the site would be home to a variety of firefighting training tools and props that would be available to not only the Grand Junction Fire Department, but also to the other fire agencies in Mesa County and the region. This collaborative effort would create the only live burn facility in Mesa County and one of only a handful of facilities on the Western Slope. The City will pay for the cost of the foundation infrastructure required to place the building at the site, and this grant would allow for the installation of the remaining concrete and asphalt needed to complete the site and prepare the facility for use.

In 2014, the City received a \$550,000 grant from the MCFMLD to construct a 6" water line to the CLETC property to support firefighting operations at a fire training facility and future water needs. Cash and in-kind matches of labor and materials from the City, Mesa County and Colorado Mesa University included an additional \$341,530 for a total project funding of \$891,530. The installed water line runs from 32 Road and connects to three 20,000-gallon water tanks at the western edge of the CLETC property. The water line and underground tanks support three hydrants on the fire training site with the ability to add more as the facility grows. The MCFMLD grant money and in-kind

assistance was also used to begin groundwork to include grading, a detention pond to collect runoff from firefighting operations, and partial pouring of concrete for a 100' diameter training pad. In addition, favorable bidding allowed for the placement of two modular classroom buildings and the construction of a septic system. This grant request will continue this relationship with the MCFMLD board to complete the next phase in construction of a fire department training facility.

FISCAL IMPACT:

The total project is estimated at \$265,000, the grant request will be \$185,500, and the required matching funds of \$79,500 are included in the 2018 Adopted Budget.

SUGGESTED MOTION:

I move to adopt Resolution No. 57-18 – a Resolution authorizing the City Manager to submit a grant request to the Mesa County Federal Mineral Lease District for completion of infrastructure for firefighter training at the Colorado Law Enforcement Training Center.

Attachments

1. Mesa County Fire Chiefs Letter of Support FML Grant 082018
2. Resolution Whitewater Hill Fire Department Training Facility



Mesa County Fire Chief's Association

PO Box 813 · Clifton, CO. 81520

August 27, 2018

Mesa County Federal Mineral Lease District
PO Box 3039
Grand Junction, CO. 81502

Re: Letter of Support

Dear Board of Directors,

The Mesa County Fire Chief's Association is aware of and fully supports the request being submitted by the City of Grand Junction Fire Department for grant funding through your competitive process for the Fall Cycle. We believe this project is a prime opportunity to help fulfill your mission of enhancing positive social and economic impacts through partnerships and leadership.

All emergency service agencies within Mesa County are impacted either directly or indirectly by the development, processing and energy conversion of fuels and minerals here in Mesa County. The project proposed by the City of Grand Junction's is part of a County-wide partnership with the intention of improving the level of training and safety for emergency responders throughout Mesa County.

We are excited about the potential this project brings and we thank you for your time and consideration.

Respectfully,

A handwritten signature in blue ink that reads "Charles K. Balke". The signature is fluid and cursive.

Charles K. Balke, Chairman
Mesa County Fire Chief's Association

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. ____-18

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT REQUEST TO THE MESA COUNTY FEDERAL MINERAL LEASE DISTRICT FOR COMPLETION OF INFRASTRUCTURE FOR FIREFIGHTER TRAINING AT THE COLORADO LAW ENFORCEMENT TRAINING CENTER

RECITALS.

At its September 5, 2018 meeting the City Council considered and for the reasons stated, authorizes an application for a grant to complete the concrete infrastructure necessary for firefighter training at the Colorado Law Enforcement Training Center.

The fire department does not currently have a dedicated facility in which to train firefighters using live-fire. This type of facility is needed to ensure that our firefighters are competent in all aspects of fire suppression and tactics. Without a dedicated burn facility, we are reliant on local property owners to donate structures to use for burn training. This practice is problematic due to the intermittent availability of these structures and the varying quality of the building itself that severely limits the type and amount of training that can be done safely in the structure. There are currently no live-fire training facilities in Mesa County. During fire recruit academy live-fire training, the fire department utilizes live-fire facilities at locations in Dotsero and Rifle, Colorado. In the past, the fire department has also utilized facilities in Rangely, Colorado. These facilities come with other issues such as cost for travel, rent of the facility, and payment of the facility's employees to be present during the live-fire evolutions.

The addition of a dedicated burn facility would allow us to train our firefighters in a consistent and safe manner without the dangers of acquired structures or travel to other areas on the Western Slope. The City and the Fire Department have already made a significant financial commitment to the fire training site on Whitewater Hill, and the fire department is also working with the Colorado Department of Fire Prevention and Control to secure a grant to place a modular fire training building at this site. If successful, the site would be home to a variety of firefighting training tools and props that would be available to not only the Grand Junction Fire Department, but also to the other fire agencies in Mesa County and the region. This collaborative effort would create the only live burn facility in Mesa County and one of only a handful of facilities on the Western Slope. The Grand Junction Fire Department will pay for the cost of the foundation infrastructure required to place the building at the site, and this grant would allow for the installation of the remaining concrete and asphalt needed to complete the site and prepare the facility for use.

The total estimated project cost is \$265,000.00 and has been partially funded in the 2018 fire department budget. If awarded the grant would pay \$185,500.00 and the fire

department would make up the matching funds balance of \$79,500.00 through funds requested in the 2018 budget.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Grand Junction supports and authorized submittal of a grant request to the Mesa County Federal Mineral Lease District for \$185,500.00 for the completion of concrete infrastructure for firefighter training at the Colorado Law Enforcement Training Center, in accordance with and pursuant to the recitals stated above and authorizes the City Manager to enter into a grant agreement with MCFMLD if the grant is awarded.

PASSED and ADOPTED this _____ day of _____, 2018

President of the City Council Pro Tem

ATTEST:

City Clerk



Grand Junction City Council

Regular Session

Item #5.a.i.

Meeting Date: September 5, 2018

Presented By: Tamra Allen, Community Development Director

Department: Community Development

Submitted By: Tamra Allen, Community Development Director

Information

SUBJECT:

An Ordinance Amending the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding the Decision-making Authority of Boards, Commissions, and the Director

RECOMMENDATION:

The Planning Commission reviewed this request at their July 24, 2018 meeting and recommended approval (7-0).

EXECUTIVE SUMMARY:

Initiated by the Community Development Director, this request is to amend sections of the Zoning and Development Code to establish the voting procedures of the Planning Commission and simplify, clarify and better organize the text describing the authority of the zoning and development code decision-making bodies.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The Planning Commission has been advised by the City Attorney to require a majority of the membership (four of seven members) to pass a motion rather than deferring to the quorum requirement and passing a vote by a majority of those present. This method of voting may impact the result of a vote taken when five or fewer members of the Commission are present at a meeting. For example, with five members present, at least a 4:1 vote would be required for a motion to pass (3:2 would not pass). Similarly, with four members present, a unanimous vote would be required to pass a motion.

It is important to note that with a recommendation of denial from the Planning Commission on rezoning and Comprehensive Plan amendments, Section 21.02.210 requires a super-majority of the City Council to approve or enact. Though relatively rare, this situation bears consideration when establishing requirements for making and passing motions.

This method of voting has not been codified nor made a part of the Commission's bylaws, making it unclear to the Commission, applicants, staff and the public how a motion gets passed when fewer than seven members of the Planning Commission are present at a meeting.

The Planning Commission discussed this topic at its June 7th and June 21st workshops and looked to the voting practices of the City Council for guidance. The City Attorney provided the City Council's voting practice was to require a majority of membership vote (at least four votes for passage of a motion) for all actions of the Council. The Planning Commission consensus was that it is preferable to be consistent with the City Council as to how motions are passed.

Other proposed changes include:

- Moving the sections on the general authority of decision-makers, boards and commissions to administer the Code from Chapter 2 to Chapter 1;
- Moving text establishing the decision-making authority of the Historic Preservation Board from Chapter 7 (Special Regulations) to Chapter 1 with the general authority of other boards and decision-making bodies;
- Clarifying and making more complete what applications are heard and decided by the various boards;
- Re-formatting the subsections on boards and commissions for greater simplicity, consistency, clarity;
- Deleting unnecessary text;
- Renaming "Director of Public Works and Planning" to simply "Director."

The proposed revisions are attached for review in ordinance form with changes shown in underlined and struck through text.

ANALYSIS

In accordance with Section 21.02.140(c), a proposed text amendment shall address in writing the reasons for the proposed amendment. There are no criteria for review because a code amendment is a legislative act within the discretion of the City Council. Reasons for the proposed amendments are provided in the Background section of this report.

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the proposed amendments to Chapters 1, 2 and 7 of the Zoning and

Development Code (Title 21), the following findings of fact have been made:

1. The amendments are useful in that they define voting procedures that have been heretofore unclear and provide better organization and clarity of the authority, responsibilities and processes of the various governmental bodies responsible for acting on development and zoning applications.

Therefore, the Planning Commission recommended approval of the request to amendment portions of Chapter 1, 2 and 7 of the Zoning and Development Code.

FISCAL IMPACT:

There is no fiscal impact related to this code text amendment.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 4815 - an Ordinance amending the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) regarding the decision making authority of Boards, Commissions and the Director on final passage and order final publication in pamphlet form.

Attachments

1. Redlined changes to text
2. Draft Ordinance

ATTACHMENT TO STAFF REPORT

In this illustration of changes in code text that was moved from one chapter to another, new text is in red, deleted text is struckthrough, and *changes to section numbers are not shown*.

I. Section 21.02.010 **City Council**, moved from Chapter 2 ADMINISTRATION AND PROCEDURES to Chapter 1 GENERAL PROVISIONS, and modified as follows.

21.02.010 City Council.

In addition to the powers and duties in City Charter Article VI, the City Council shall:

- (a) Appoint members to the:
 - (1) Planning Commission;
 - (2) Zoning Board of Appeals; and
 - (3) Historic Preservation Board.

- (b) As it deems appropriate, decide, adopt and/or amend **a**:
 - (1) ~~The~~ Comprehensive Plan;
 - (2) ~~Special area plans, corridor, plans and neighborhood, plans;~~
 - (3) ~~The~~ **circulation**, street **or** ~~plans and components of it;~~
 - (4) ~~A~~**annexation** plans;
 - (5) Vacations of rights-of-way and lesser interests in land such as **an** easements;
 - (6) Designation of **a** local historic sites, structures and/or districts; and **revocation of such designation**
 - (7) Fees to pay for, at least in part, the ~~negative~~ impacts of development.

- (c) Hear and decide all requests for:
 - (1) Annexation and changes to the City's limits;
 - (2) ~~Making changes to zones~~ **zoning** and/or **change to zone or a** the zoning maps, including rezonings and **a** planned developments **zone**;
 - (3) ~~Approval of a~~ special permit;

- (4) Approval and/or amendment to planned development outline development plans; ~~or change thereto~~
- (5) Approval and/or amendment to planned development preliminary plans for those developments for which the City does not recognize a planned development without a valid outline development plan;
- (6) Revocable permit for use or occupancy of a City right-of-way or public place (except that the City Council may delegate such authority to the Director for minor or temporary uses or occupancies such as landscaping or irrigation facilities);
- (7) Approval of a vested right as provided in this code for a site-specific development plan;
- (8) Appeals of Planning Commission and Director decisions and recommendations (See GJMC 21.02.060); as provided in this code
- (9) Street name changes;
- (10) Fee in lieu of land dedication waiver; and
- (11) Sewer variances.

(new list item) Appeal of decisions of Historic Preservation Board.

II. Section 21.02.020 **Planning Commission** was moved from Chapter 2 ADMINISTRATION AND PROCEDURES to Chapter 1 GENERAL PROVISIONS and modified as follows:

21.02.020 Planning Commission.

(a) **Membership and Meetings. Composition.** The Planning Commission for the City shall consist of seven regular members and two alternate members. ~~The a~~Alternate members shall otherwise have the qualification of regular members of the Commission. At the time of appointment, the City Council shall designate one alternate member as the first alternate and the other as second alternate. Each alternate member shall attend all **Planning Commission** meetings and shall serve **and vote as may be required** during the temporary unavailability, including recusal, of any regular Commission member as may be required. Alternate members, in addition to other duties prescribed by this code, shall be allowed to vote in the absence of regular members according to their priority: the first alternate shall fill the first vacancy and both alternates shall vote in the absence of two regular members. When a regular member resigns, is removed or is no longer eligible to hold a seat on the Commission, the first alternate shall fill the vacancy and the second alternate shall be designated as the first alternate. The City Council shall then name a replacement second alternate. The Planning Commission alternates, the Chairman and two other persons to serve at large, shall serve as the Zoning Board of Appeals and shall discharge the duties of the Board as described and provided for in this code. ~~The Director of the Grand Junction Public Works~~

and Planning Department and/or appointed representative shall serve as staff to the Commission. The City Council shall, at the time of appointment, designate a first alternate and a second alternate; each shall fill in during the temporary absence of a regular member according to the priority.

(b) **Identity of Members qualifications.** The Regular and alternate members shall be residents of the City of Grand Junction and shall represent the interests of the City as a whole. No member shall be employed by the City, hold any other City office nor be a contractor with the City. The Commission members shall be selected from the fields of engineering, planning, architecture, construction trades, and/or law and from citizens at large.

(c) **Term.** Members of the Commission shall serve terms of four years. Members are limited to two consecutive terms.

(d) **Vacancies.** When there is a vacancy among the regular members of the Commission, the first alternate shall be appointed to fill it, the second alternate shall become the first alternate, and a new second alternate shall be appointed. All vacancies shall be filled by appointment of by the City Council. If a Commission member ceases to reside in the City, his/her membership on the Commission shall immediately terminate and an appointment made to fill the unexpired term.

(e) **Removal.** Members of the Commission may be removed after public hearing by the City Council. Removal may be for on grounds of inefficiency, neglect of duty, malfeasance or misfeasance in office. The City Council shall make public a written statement of reasons for removal prior to any public hearing seeking removal of a member.

(f) **Meetings/Voting.** Planning Commission meetings shall be regularly scheduled not less fewer than once a month, provided there are pending items or matters to be brought before the Commission, at a time and place designated annually by resolution of the Council. Special meetings may be held as provided by rules of procedure adopted by the Commission and/or this code or law.

(new section) Voting. The presence of four voting members is necessary to shall constitute a quorum. All recommendations to the City Council and all final decisions of the Planning Commission shall require an affirmative vote of no fewer than four members (a majority of the seven members of the Commission, which may be comprised of regular, or regular plus alternate, members).

(g) **Compensation.** All mMembers of the Commission shall be compensated, as at a rate established by the City Council deems appropriate by resolution.

(h) **Powers and Duties.** Except as otherwise provided by the code, ordinance, rule, policy or regulation of the City Council, the Commission shall be governed by § 31-23-201 C.R.S., et seq. The Commission and other City officials mentioned in § 31-23-201 C.R.S., et seq. and shall have all the powers provided for therein. and The Commission's actions shall be governed by the procedures set forth by in this code and/or law, ordinance, rule, regulation or policy of the City Council. The Planning Commission's powers and duties include, but are not limited to:

(1) Recommend **Provide a recommendation** to the City Council **on** all requests for adoption **of** or amendments to **any of the following**:

- (i) ~~The C~~omprehensive Pplan;
- (ii) ~~Special-area plans, corridor, plans and neighborhood,~~ **circulation or traffic** plans;
- (iii) ~~The Grand Valley Circulation Plan;~~
- (iv) ~~The text of this~~ **code provision**

~~and the Zoning Map, including zoning for newly annexed territory;~~

- (v) ~~R~~review fees and
impact fees;

(2) Hear and recommend **make a recommendation** to the City Council **upon** all **any** requests for a:

- (i) ~~Vacating~~ **vacation of** public right-of-way and **or** easements pursuant to ~~§ 43-2-301 C.R.S., et seq.;~~
- (ii) ~~Z~~oning **or change to a zones or zoning map**, including planned developments; **zoning**
- (iii) ~~S~~pecial permits;
- (iv) ~~P~~lanned development outline development plan **or major** approvals and major amendments; **thereto**
- (v) ~~A~~-vested right as a part of any **as provided in this code for a** site-specific development plan; and
- (vi) ~~S~~ewer variances.

(3) Decide all requests for:

- (i) ~~an A~~ppeals from **an** administrative decisions **as provided in this Code** (See GJMC [21.02.060](#));
- (ii) ~~Vacating any plat~~ **vacation**;
- (iii) ~~C~~onditional use permits;
- (iv) ~~V~~ariances **as provided by this code** to the landscape, buffering, and screening requirements;

(v) ~~Variances to the 24 Road Corridor Design Standards and Guidelines (GJMC Title 25);~~
and

(vi) ~~Other~~ tasks as assigned by the City Council.

III. Section 21.02.030 **Zoning Board of Appeals** was moved from Chapter 2 ADMINISTRATION AND PROCEDURES to Chapter 1 GENERAL PROVISIONS and modified as follows:

21.02.030 Zoning Board of Appeals (ZBOA).

(a) **Composition.** The Zoning Board of Appeals ~~for the City~~ shall consist of three members, ~~each of whom shall be a City resident and who~~ shall represent the interests of the City as a whole. **Members shall be appointed by the City Council.** ~~The City Council shall consider citizens with experience in the fields of engineering, law, surveying, development, planning, architecture and construction, as well as citizens at large.~~

(b) ~~Identity of Members~~ **qualifications.** The membership of the Board shall be comprised of the ~~Chairman of the Planning Commission and the two designated Planning Commission alternates.~~ Each member shall be a resident of the City, and shall be drawn from fields of engineering, law, surveying, development, planning, architecture, construction, and **from** citizens at large.

(c) **Term.** ~~Members of the Board shall serve terms of four years coincident to their terms on the Planning Commission.~~ Members are limited to two consecutive terms.

(d) **Vacancies.** All vacancies shall be filled by appointment of **by** the City Council. ~~If A a member's seat on the Board shall be vacant when the member ceases to reside in the City, that seat shall be deemed vacant.~~

(e) **Removal.** The City Council may, **after a public hearing,** remove any member of the Board ~~after public hearing~~ for good cause including inefficiency, neglect of duty, malfeasance or misfeasance in office. The City Council shall make public a written statement of reasons for the removal prior to ~~said the~~ **the** public hearing.

(f) **Meetings.** The Board shall meet at least once a month, provided there is business to be brought before the Board. Special meetings may be held as provided by rules of procedure adopted by the Board. ~~Two members constitute a quorum.~~

(g) **Voting.** **The presence of two members shall constitute** ~~A majority of a quorum of the Board shall be sufficient to conduct the business of the Board.~~ A lesser number than a quorum may act to adjourn or continue a meeting.

(h) **Compensation.** Members shall be compensated as **at a rate established by** the City Council ~~deems~~ appropriate by resolution.

(i) **Powers and Duties.** Except as otherwise provided by this code, ordinance, rule, policy or regulation of the City Council, the Zoning Board of Appeals shall be governed by § 31-23-307 C.R.S. The Board shall have the power and duty to decide:

- (1) Appeals (~~See GJMC 21.02.060~~); **appeals as provided in this code**
- (2) ~~Requests to vary~~ **from** the bulk, performance, accessory use, use-specific, **or sign** standards or ~~sign~~ regulations of this code;
- (3) Requests for relief from the nonconforming provisions established in Title 21, Chapter **8 of this code** ~~21.08 GJMC~~; and
- (4) ~~Variances to any provision of this~~ **other variances as provided in this code including those** not otherwise assigned to another **a** review body.

IV. Section 21.02.040 **Building Board of Appeals** was moved from Chapter 2 ADMINISTRATION AND PROCEDURES to Chapter 1 GENERAL PROVISIONS, and modified as follows:

21.02.040 Building Code Board of Appeals.

For appeals relating to building codes, see ~~Section 112 of the International Building Code (IBC)~~ **in effect at the time of the appeal.**

V. Section 21.02.050 **Director of Public Works and Planning** was moved from Chapter 2 ADMINISTRATION AND PROCEDURES to Chapter 1 GENERAL PROVISIONS, and subsection (b) thereof was moved to the §21.07.010 **Flood damage prevention**, and the moved text was modified as follows:

21.02.050 Director of Public Works and Planning. **For purposes of this code, the Director shall be designated by and shall serve at the direction of the City Manager. The Director shall serve as staff to the Planning Commission, the Zoning Board of Appeals and the Historic Preservation Board, and shall have such other duties and responsibilities as specifically prescribed in this code.**

(a) **Powers and Duties.** ~~The Director of the Public Works and Planning Department (“Director”) serves at the direction of the City Manager. The Director shall decide requests~~ **render a decision on every request** for a:

- (1) Planning clearance;

- (2) Home occupation permit;
- (3) Temporary use permit;
- (4) Change of use permit;
- (5) Major site plan review;
- (6) ~~Minor~~ site plan review (major or minor);
- (7) ~~F~~fence permit;
- (8) ~~S~~sign permit and sign package;
- (9) ~~B~~oundary adjustments;
- (10) ~~F~~floodplain development permit;
- (11) ~~S~~imple subdivision plat;
- (12) ~~Major~~ subdivision final plat;
- (13) Major subdivision construction plan;
- (14) Major subdivision preliminary plan approval;
- (15) Minor exception subdivisions;
- (16) Planned development final plan; and minor amendment thereto
- (17) ~~Planned development final plan minor amendment;~~
- (18) Minor deviations to from any zoning district bulk standard as authorized by this code;
- (19) Development improvement agreement;
- (20) Administrative adjustment; as authorized by this code
- (21) ~~Sign packages;~~
- (22) ~~R~~evocable permits for landscaping and irrigation; in the public right-of-way and other such minor or temporary use of the public right-of-way as specifically delegated by the City Council
- (23) TEDS (~~GJMC Title 29~~) exceptions; and as authorized in Title 29, GJMC
- (24) ~~Comprehensive Plan administrative changes.~~ change to the Comprehensive Plan

(b) **Director's Responsibilities Data, information and interpretation.**

(1) ~~Record Keeping—Flood Damage Prevention.~~ The Director of Public Works and Planning shall obtain and maintain the following information:

(i) The actual elevation, ~~(relative to mean sea level,)~~ of the lowest floor, ~~(including basement,)~~ of each structure;

(ii) For each new or substantially improved floodproofed structure, the actual elevation, ~~(relative to mean sea level,)~~ to which the structure has been floodproofed and the floodproofing certifications; ~~required in GJMC 21.07.010; and~~

~~(iii) Records pursuant to GJMC 21.07.010.~~

(2) ~~Alteration of Watercourses.~~ The Director of Public Works and Planning shall require proof that the **an applicant has:**, **prior to altering or relocating any watercourse or part thereof,**

(i) ~~Notified~~ **notified** adjacent communities and the Colorado Water Conservation Board prior to any alteration or relocation of a watercourse. The Director of Public Works and Planning shall submit evidence of such notification to the Federal Emergency Management Agency; and

(ii) ~~Demonstrated~~ **demonstrated** that **there is adequate** maintenance is provided for within the altered or relocated portion of said watercourse so that the flood carrying capacity is not diminished. **The Director shall also submit evidence of such notification to the Federal Emergency Management Agency.**

(3) ~~FIRM Boundaries.~~ The Director of Public Works and Planning shall interpret the Flood Insurance Rate Maps (FIRM) to decide location of the boundaries of the areas of special flood hazard.

V. Section 21.02.060 **Summary of authority** was moved from Chapter 2 ADMINISTRATION AND PROCEDURES to Chapter 1 GENERAL PROVISIONS. In addition, the text was modified to add the decision-making authority of the Historic Preservation Board.

VI. Parts of Section 21.07.040(b) governing the functions of the Historic Preservation Board were moved to Chapter 1 GENERAL PROVISIONS and modified as follows:

The Historic Board shall have principal responsibility for matters of historic preservation.

(1) **Composition.** The Historic Board shall consist of not less than five members and not more than seven members **appointed by the City Council.** **The City Council shall determine the**

~~number of members when it makes an appointment.~~ Historic Board members **Members** shall be appointed to provide a balanced, community-wide representation.

- (2) **Member qualifications.** ~~When there are more than five members of the Historic Board, at least four members shall be professionals in or have expertise with in a preservation-related discipline including, but not limited to, such as history, architecture, planning or archaeology;~~ ~~When~~ **when** there are five members of the Historic Board, there shall be at least three **shall have** such professionals **qualifications**. One member shall be a member of the Downtown Development Authority (DDA) Board or an employee of the DDA. ~~The Director shall serve as staff to the Historic Board. The Council shall determine, by resolution, the number of members of the Historic Board at such time as the Council makes appointments to the Historic Board.~~
- (3) ~~Term.~~ Members of the Historic Board shall be appointed by the City Council to serve four-year staggered terms from the date of appointment. **City Council shall stagger the terms from the date of appointment.** ~~A~~ **Members member** may continue to serve until their **his or her** successors have ~~has~~ been appointed.
- (4) **Vacancies.** ~~Appointments to fill vacancies on the Historic Board shall be made~~ **Vacancies shall be filled by appointment** by the City Council. All members of the Historic Board shall ~~serve without compensation except for such amounts determined appropriate, in advance, by the City Council to offset expenses incurred in the performance of their duties.~~
- (5) **Removal.** Members of the Historic Board may be removed by the City Council without cause being stated.

~~(3) Voting. Three members if a five-member board; four members if a six- or seven-member board constitutes a quorum. A quorum is necessary for the Historic Board to conduct business including holding a public hearing. A roll call vote shall be taken upon the request of any member. A tie vote shall be deemed a denial of any motion or action.~~

~~(4) Chairperson/Vice-Chairperson. The Historic Board shall, by majority vote, elect one of its members to serve as chairperson to preside over meetings and one member to serve as vice-chairperson. The vice-chairperson shall act in the absence of the chairperson. The chairperson and vice-chairperson shall serve in these capacities for terms of one year.~~

(5) **Meetings.** The Historic Board shall establish a regular meeting schedule. Minutes shall be kept of all proceedings. **The Board shall conduct its business in accordance with the Open Meetings and Public Records Acts and other laws applicable to public bodies.**

Voting. A quorum shall require three members if the Historic Board consists of five members; four if it consists of more than five members. A quorum shall be required for the Board to conduct any business, and an affirmative vote of the majority of those present shall be required to pass any motion.

Compensation. Members serve without compensation, except that the City Council may authorize, in advance, payment of such amounts it determines appropriate to offset expenses incurred in the performance of board duties.

(6) Powers and Duties. The Historic Board shall, after public notice and solicitation of public comment, ~~at a properly noticed public meeting:~~

- (i) Recommend eligibility criteria for the designation of historic resources and for review of proposals to alter designated resources;
- (ii) Review and determine qualifications of properties nominated for designation as either an historic structure, site or district and recommend to City Council approval or denial of a designation;
- (iii) Upon property owner's request, review and make recommendations to the owner on proposed alterations to a designated historic structure, site or district;
- (iv) Advise and assist owners of historic properties on physical and financial aspects of preservation, renovation, rehabilitation and reuse, including nomination to the City Register, the State Register and the National Register of Historic Places;
- (v) Develop and assist in public education programs including, but not limited to, walking tours, brochures, a marker program for historic properties, lectures, exhibits and conferences;
- (vi) Conduct surveys of historic sites, properties and areas for the purpose of defining those of historic significance and prioritizing the importance of identified historic areas. The Historic Board may create a list of structures of historical or archeological merit which have not been designated;
- (vii) Advise the City Council on matters related to preserving the historic character and substance of the City and recommend easements, covenants, licenses and other methods which would implement the completion of the purposes of this section;
- (viii) Actively pursue financial assistance for preservation-related programs; ~~and~~
- (ix) Review and conduct hearings to decide applications for a Certificate of Appropriateness for alteration to a site and/or structure in the North Seventh Street Historic Residential District.;
- (x) Review and decide applications for changes to other historic sites and structures as specifically prescribed by this code for a duly designated historic site, district or area.

~~(7) Public Records. The Board shall conduct its business in accordance with the open meetings and Public Records Acts and other laws applicable to local public bodies.~~

~~(8) — Bylaws. The Historic Board shall propose bylaws to the City Council as it deems necessary.~~

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING AND DEVELOPMENT CODE (TITLE 21 OF THE GRAND JUNCTION MUNICIPAL CODE) REGARDING THE DECISION-MAKING AUTHORITY OF BOARDS, COMMISSIONS AND THE DIRECTOR

Recitals:

The City Council desires to maintain effective zoning and development regulations that implement the vision and goals of the Comprehensive Plan while being flexible and responsive to the community's desires and market conditions and has directed that the Code be reviewed and amended as necessary.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of the proposed Zoning and Development Code amendments.

After public notice and public hearing, the Grand Junction City Council finds that the proposed Zoning and Development Code amendments are necessary to maintain effective regulations to implement the Comprehensive Plan.

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

The Zoning and Development Code is amended as follows (additions underlined, deletions struck through):

A new section 21.01.130 is added to Title 21, Chapter 1, as follows:

21.01.130 Decision-making authority.

(a) City Council. In addition to the powers and duties in City Charter Article VI, the City Council shall:

- (1) Appoint members to the Planning Commission, the Zoning Board of Appeals, and the Historic Preservation Board.
- (2) As it deems appropriate, decide, adopt and/or amend a:
 - (i) comprehensive plan
 - (ii) area, corridor, neighborhood, circulation, street or annexation plan
 - (iii) vacation of right-of-way and of lesser interest in land such as an easement

- (iv) designation of a local historic site, structure and/or district, and revocation of such designation
- (v) fee to pay for, at least in part, the impacts of development
- (3) Hear and decide requests for:
 - (i) annexation and change to the City's limits
 - (ii) zoning and/or change to zone or a zoning map, including a planned development zone
 - (iii) special permit
 - (iv) planned development outline development plan or change thereto
 - (v) preliminary plan for a planned development without a valid outline development plan
 - (vi) revocable permit for use or occupancy of a City right-of-way or public place (except that the City Council may delegate such authority to the Director for minor or temporary uses or occupancies such as landscaping or irrigation facilities)
 - (vii) vested right as provided in this code for a site-specific development plan
 - (viii) appeal of Planning Commission and Director decisions as provided in this Code
 - (ix) street name change
 - (x) fee in lieu of land dedication waiver
 - (xi) sewer variance
 - (xii) appeal of decisions of Historic Preservation Board

(b) Planning Commission.

(1) **Composition.** The Planning Commission shall consist of seven regular members and two alternate members. Alternate members shall attend Planning Commission meetings, and shall serve and vote as may be required during the temporary unavailability of any regular member. The City Council shall, at the time of appointment, designate a first alternate and a second alternate; each shall fill in during the temporary absence of a regular member according to the priority.

(2) **Member qualifications.** Regular and alternate members shall be residents of the City of Grand Junction and shall represent the interests of the City as a whole. No member shall be employed by the City, hold any other City office, or be a contractor with the city. The members shall be selected from the fields of engineering, planning, architecture, construction trades, and/or law, and from citizens at large.

(3) **Term.** Members shall serve terms of four years. Members are limited to two consecutive terms.

(4) **Vacancies.** When there is a vacancy among the regular members of the Commission, the first alternate shall be appointed to fill it, the second alternate shall become the first alternate, and a new second alternate shall be appointed. All vacancies shall be filled by appointment by the City Council. If a member ceases to reside in the City, his/her membership on the Commission shall immediately terminate and an appointment made to fill the unexpired term.

(5) **Removal.** Members may be removed after public hearing by the City Council on grounds of inefficiency, neglect of duty, malfeasance or misfeasance in office. The City Council shall make public a written statement of reasons for removal prior to any public hearing seeking removal of a member.

(6) **Meetings.** Planning Commission meetings shall be regularly scheduled not fewer than one time per month, provided there are pending items or matters to be brought before the Commission, at a time and place designated annually by resolution of the City Council. Special meetings may be held as provided by rules of procedure adopted by the Commission and/or this code or law.

(7) **Voting.** The presence of four voting members shall constitute a quorum. All recommendations to the City Council and all final decisions of the Planning Commission shall require an affirmative vote of no fewer than four members (a majority of the seven members of the Commission, which may be comprised of regular, or regular plus alternate, members).

(8) **Compensation.** Members shall be compensated at a rate established by the City Council by resolution.

(9) **Powers and duties.** Except as otherwise provided by this code, or by ordinance, rule, policy or regulation of the City Council, the Commission shall be governed by §31-23-201 C.R.S. *et seq.* and shall have the powers provided therein. The Commission's actions shall be governed by the procedures set forth in this Code, and/or law, ordinance, rule, regulation or policy of the City Council. The powers and duties of the Planning Commission include, but are not limited to:

- (i) Provide a recommendation to the City Council on adoption of or amendment to any of the following:
 - (A) comprehensive plan
 - (B) area, corridor, neighborhood, circulation or traffic plan
 - (C) code provision
 - (D) zoning

- (E) review fee
- (F) impact fee

(ii) Hear and make a recommendation to the City Council upon any request for a:

- (A) vacation of public right-of-way or easement
- (B) zoning or change to a zone or zoning map, including planned development zoning
- (C) special permit
- (D) planned development outline development plan or major amendment thereto
- (E) vested right as provided in this code for a site-specific development plan
- (F) sewer variance.

(iii) Decide:

- (A) an appeal from an administrative decision as provided in this code
- (B) plat vacation
- (C) conditional use permit
- (D) variance as provided by this code
- (E) Other tasks as assigned by the City Council.

(c) Zoning Board of Appeals.

(1) **Composition.** The Zoning Board of Appeals shall consist of three members who shall represent the interests of the City as a whole. Members shall be appointed by the City Council.

(2) **Member qualifications.** Each member shall be a resident of the City, and shall be drawn from the fields of engineering, law, surveying, development, planning, architecture, construction, and from citizens at large.

(3) **Term.** Members shall serve terms of four years and shall be limited to two consecutive terms.

(4) **Vacancies.** All vacancies shall be filled by appointment by the City Council. If a member ceases to reside in the City, that seat shall be deemed vacant.

(5) **Removal.** The City Council may, after a public hearing, remove any member of the Board for good cause including inefficiency, neglect of duty, malfeasance or misfeasance in office. The City Council shall make public a written statement of the reasons for the removal prior to the public hearing.

(6) **Meetings.** The Board shall meet at least once a month, provided there is business to be brought before the Board. Special meetings may be held as provided by rules of procedure adopted by the Board.

(7) **Voting.** The presence of two members shall constitute a quorum of the Board. A majority of a quorum of the Board shall be sufficient to conduct the business of the Board. A lesser number than a quorum may act to adjourn or continue a meeting.

(8) **Compensation.** Members shall be compensated at a rate established by the City Council by resolution.

(9) **Powers and duties.** Except as otherwise provided by this code, ordinance, rule, policy, or regulation of the City Council, the Zoning Board of Appeals shall be governed by §31-23-307 C.R.S. The Board shall have the power and duty to decide:

- (i) appeals as provided in this code
- (ii) requests to vary from the bulk, performance, accessory use, use-specific or sign standards or regulations of this code
- (iii) requests for relief from the nonconforming provisions established in Title 21, Chapter 8 of this code;
- (iv) other variances as provided in this code, including those not assigned to a review body.

(d) Building Code Board of Appeals. For appeals relating to building codes, see the International Building Code (IBC) in effect at the time of the appeal.

(e) Director. For purposes of administration of this code, the Director shall be designated by and shall serve at the direction of the City Manager. The Director shall serve as staff to the Planning Commission, the Zoning Board of Appeals and the Historic Preservation Board, and shall have such other duties and responsibilities as specifically prescribed in this code.

(1) **Powers and duties.** The Director shall render the decision on every request for a:

- (i) planning clearance
- (ii) home occupation permit
- (iii) temporary use permit
- (iv) change of use permit

- (v) site plan review (major or minor)
- (vi) fence permit
- (vii) sign permit and sign package
- (viii) boundary adjustment
- (ix) floodplain development permit
- (x) subdivision plat
- (xi) major subdivision construction plan
- (xii) major subdivision preliminary plan
- (xiii) minor exception subdivision
- (xiv) planned development final plan and minor amendment thereto
- (xv) minor deviation from any zoning district bulk standard
- (xvi) development improvement agreement
- (xvii) administrative adjustment as authorized by this code
- (xviii) revocable permit for landscaping and irrigation in the public right-of-way and other such use of the right-of-way as delegated by the City Council
- (xix) TEDS exception as authorized in Title 29 GJMC
- (xx) administrative change to the Comprehensive Plan

(f) Historic Preservation Board.

(1) **Composition.** The Historic Board shall consist of not fewer than five nor more than seven members appointed by the City Council. The City Council shall determine the number of members when it makes an appointment. Members shall be appointed to provide a balanced, community-wide representation.

(2) **Member qualifications.** When there are more than five members, at least four shall be professionals or have expertise in a preservation-related discipline such as history, architecture, planning or archaeology; when there are five members, at least three shall have such qualifications. One member shall be a member of the Downtown Development Authority (DDA) board or an employee of the DDA.

(3) **Term.** Members shall serve four-year terms. City Council shall stagger the terms from the date of appointment. A member may continue to serve until his or her successor has been appointed.

(4) **Vacancies.** Vacancies shall be filled by appointment by the City Council.

(5) **Removal.** Members may be removed by the City Council without cause.

(6) **Meetings.** The Historic Board shall establish a regular meeting schedule. Minutes shall be kept of all proceedings. The Board shall conduct its business in accordance with the Open Meetings and Public Records Acts and other laws applicable to public bodies.

(7) **Voting.** A quorum shall require three members if the Historic Board consists of five members; four if it consists of more than five members. A quorum shall be required for the Board to conduct any business, and an affirmative vote of the majority of those present shall be required to pass any motion.

(8) **Compensation.** Members serve without compensation, except that the City Council may authorize, in advance, payment of such amounts it determines appropriate to offset expenses incurred in the performance of board duties.

(9) **Powers and duties.** The Historic Board shall, after public notice and solicitation of public comment:

(i) Recommend eligibility criteria for the designation of historic resources and for review of proposals to alter designated resources;

(ii) Review and determine qualifications of properties nominated for designation as either an historic structure, site or district and recommend to City Council approval or denial of a designation;

(iii) Upon property owner's request, review and make recommendations to the owner on proposed alterations to a designated historic structure, site or district;

(iv) Advise and assist owners of historic properties on physical and financial aspects of preservation, renovation, rehabilitation and reuse, including nomination to the City Register, the State Register and the National Register of Historic Places;

(v) Develop and assist in public education programs including, but not limited to, walking tours, brochures, a marker program for historic properties, lectures, exhibits and conferences;

(vi) Conduct surveys of historic sites, properties and areas for the purpose of defining those of historic significance and prioritizing the importance of identified historic areas. The Historic Board may create a list of structures of historical or archeological merit which have not been designated;

(vii) Advise the City Council on matters related to preserving the historic character and substance of the City and recommend easements, covenants, licenses and other methods which would implement the completion of the purposes of this section;

(viii) Actively pursue financial assistance for preservation-related programs;

(ix) Review and decide applications for a Certificate of Appropriateness for alteration to a site and/or structure in the North Seventh Street Historic Residential District;

(x) Review and decide applications for changes to other historic sites and structures as specifically prescribed by this code for a duly designated historic site, district or area.

(g) Summary of authority. The following table summarizes the review and approval authority provided in this code. If there is a discrepancy between this table and the text where the authority is specifically prescribed, the text shall control.

Sec.	Procedure	Planning HPB City				
		Director	Commission	ZBOA	Council	ZBOA
		R = Review D = Decision A = Appeal				
21.02.070	Administrative development permit, all administrative permits not listed herein	D	A			
21.02.070	Subdivision	D			A	
21.02.090	Vacation of plat without public right-of-way or easement	R	D		A	
21.02.090	Vacation of plat with public right-of-way or easement	R	R		D	
21.02.100	Vacation of public right-of-way or easement	R	R		D	
21.02.110	Conditional use permit	R	D		A	
21.02.120	Special permit	R	R		D	

Sec.	Procedure	Planning HPB City				
		Director	Commission		Council	ZBOA
R = Review D = Decision A = Appeal						
21.02.130(d)	Administrative changes to Comprehensive Plan	D			A	
21.02.130(e)	Comprehensive Plan amendment, Plan Amendments	R	R		D	
21.02.140	Code amendment and rezoning	R	R		D	
21.02.150	Planned development	R	R		D	
21.02.160	Annexation	R			D	
21.02.170	Vested property rights	R	R		D	
21.02.180	Revocable permit, Landscaping and irrigation	D			A	
21.02.180	Revocable permit, <u>other</u>	R			D	
21.02.190	Institutional and civic facility master plans	R	R		D	
21.02.200	Variance	R				D
21.04.030(p)(1)	Fraternity or sorority	D				A
21.04.030(p)(2)	Group living facility (*except where a conditional use permit is required, see "Conditional use permit")	D*				A*
21.04.030(p)(2)(vii)(C)(II)	Group living facility – sex offenders		D			
21.070.040(d)	Designation of Historic Structures, Sites and Districts and Revocation of Designation	R		R	D	
21.07.040(g)(2)	Certificate of Appropriateness, N. Seventh Street Historic District	R		D		

The remaining sections of Title 21, Chapter 1 shall remain in full force and effect and unchanged.

Sections of Title 21, Chapter 2 shall be deleted, as follows (deletions struckthrough):

Chapter 21.02 ADMINISTRATION AND PROCEDURES

Sections:

- 21.02.010 ~~City Council.~~ [Reserved]
- 21.02.020 ~~Planning Commission.~~ [Reserved]
- 21.02.030 ~~Zoning Board of Appeals (ZBOA).~~ [Reserved]
- 21.02.040 ~~Building Code Board of Appeals.~~ [Reserved]
- 21.02.050 ~~Director of Public Works and Planning.~~ [Reserved]
- 21.02.060 ~~Summary of authority.~~ [Reserved]
- 21.02.070 Administrative development permits.
- 21.02.080 Permits requiring a public hearing.
- 21.02.090 Vacation of plat.
- 21.02.100 Vacation of public right-of-way or easement.
- 21.02.110 Conditional use permit (CUP).
- 21.02.120 Special permit.
- 21.02.130 Comprehensive Plan amendment (CPA).
- 21.02.140 Code amendment and rezoning.
- 21.02.150 Planned development (PD).
- 21.02.160 Annexation.
- 21.02.170 Vested property rights.
- 21.02.180 Revocable permit.
- 21.02.190 Institutional and civic facility master plans.
- 21.02.200 Variance.
- 21.02.210 Rehearing and appeal.

~~21.02.010 City Council.~~

~~In addition to the powers and duties in City Charter Article VI, the City Council shall:~~

~~(a) Appoint members to the:~~

- ~~(1) Planning Commission;~~
- ~~(2) Zoning Board of Appeals; and~~
- ~~(3) Historic Preservation Board.~~

~~(b) As it deems appropriate, decide, adopt and/or amend:~~

- ~~(1) The Comprehensive Plan;~~
- ~~(2) Special area plans, corridor plans and neighborhood plans;~~

- ~~(3) The street plans and components of it;~~
- ~~(4) Annexation plans;~~
- ~~(5) Vacations of rights-of-way and lesser interests in land such as easements;~~
- ~~(6) Designation of local historic sites, structures and districts; and~~
- ~~(7) Fees to pay for, at least in part, the negative impacts of development.~~

~~(c) Hear and decide all requests for:~~

- ~~(1) Annexation and changes to the City's limits;~~
- ~~(2) Making changes to zones and the zoning maps, including rezonings and planned developments;~~
- ~~(3) Approval of a special permit;~~
- ~~(4) Approval and/or amendment to planned development outline development plans;~~
- ~~(5) Approval and/or amendment to planned development preliminary plans for these developments for which the City does not recognize a valid outline development plan;~~
- ~~(6) Revocable permit for use or occupancy of a City right-of-way or public place;~~
- ~~(7) Approval of a vested right as provided in this code for a site-specific development plan;~~
- ~~(8) Appeals of Planning Commission decisions and recommendations (See GJMC [21.02.060](#));~~
- ~~(9) Street name changes;~~
- ~~(10) Fee in lieu of land dedication waiver; and~~
- ~~(11) Sewer variances.~~

21.02.020 Planning Commission.

~~(a) **Membership and Meetings.** The Planning Commission for the City shall consist of seven regular members and two alternate members. The alternate members shall otherwise have the qualification of regular members of the Commission. At the time of appointment, the City Council shall designate one alternate member as the first~~

~~alternate and the other as second alternate. Each alternate member shall attend all meetings and shall serve during the temporary unavailability, including recusal, of any regular Commission member as may be required. Alternate members, in addition to other duties prescribed by this code, shall be allowed to vote in the absence of regular members according to their priority: the first alternate shall fill the first vacancy and both alternates shall vote in the absence of two regular members. When a regular member resigns, is removed or is no longer eligible to hold a seat on the Commission, the first alternate shall fill the vacancy and the second alternate shall be designated as the first alternate. The City Council shall then name a replacement second alternate. The Planning Commission alternates, the Chairman and two other persons to serve at large, shall serve as the Zoning Board of Appeals and shall discharge the duties of the Board as described and provided for in this code. The Director of the Grand Junction Public Works and Planning Department and/or appointed representative shall serve as staff to the Commission.~~

~~(b) **Identity of Members.** The members shall be residents of the City of Grand Junction and shall represent the interests of the City as a whole. No member shall be employed by the City, hold any other City office nor be a contractor with the City. The Commission members shall be selected from the fields of engineering, planning, architecture, construction trades, and law and citizens at large.~~

~~(c) **Term.** Members of the Commission shall serve terms of four years. Members are limited to two consecutive terms.~~

~~(d) **Vacancies.** All vacancies shall be filled by appointment of the City Council. If a Commission member ceases to reside in the City, his/her membership on the Commission shall immediately terminate and an appointment made to fill the unexpired term.~~

~~(e) **Removal.** Members of the Commission may be removed after public hearing by the City Council. Removal may be for inefficiency, neglect of duty, malfeasance or misfeasance in office. The City Council shall make public a written statement of reasons for removal prior to any public hearing seeking removal of a member.~~

~~(f) **Meetings/Voting.** Planning Commission meetings shall be regularly scheduled not less than once a month, provided there are pending items or matters to be brought before the Commission, at a time and place designated annually by resolution of the Council. Special meetings may be held as provided by rules of procedure adopted by the Commission and/or this code or law. The presence of four voting members is necessary to constitute a quorum.~~

~~(g) — **Compensation.** All members of the Commission shall be compensated, as the City Council deems appropriate by resolution.~~

~~(h) — **Powers and Duties.** Except as otherwise provided by the code, ordinance, rule, policy or regulation of the City Council, the Commission shall be governed by § ~~31-23-201~~ C.R.S., et seq. The Commission and other City officials mentioned in § ~~31-23-201~~ C.R.S., et seq. shall have all the powers provided for therein and shall be governed by the procedures set forth by this code and/or law, ordinance, rule, regulation or policy of the City Council. The Planning Commission's powers and duties include, but are not limited to:~~

~~(1) — Recommend to the City Council all requests for adoption or amendments to:~~

~~(i) — The Comprehensive Plan;~~

~~(ii) — Special area plans, corridor plans and neighborhood plans;~~

~~(iii) — The Grand Valley Circulation Plan;~~

~~(iv) — The text of this code and the Zoning Map, including zoning for newly annexed territory;~~

~~(v) — Review fees and impact fees;~~

~~(2) — Hear and recommend to the City Council all requests for:~~

~~(i) — Vacating public right-of-way and easements pursuant to § ~~43-2-301~~ C.R.S., et seq.;~~

~~(ii) — Zoning changes, including rezonings and zoning of planned developments;~~

~~(iii) — Special permits;~~

~~(iv) — Planned development outline development plan approvals and major amendments;~~

~~(v) — A vested right as a part of any site-specific development plan; and~~

~~(vi) — Sewer variances.~~

~~(3) — Decide all requests for:~~

~~(i) — Appeals (See GJMC ~~21.02.060~~);~~

- ~~(ii) Vacating any plat;~~
- ~~(iii) Conditional use permits;~~
- ~~(iv) Variances to the landscape, buffering, and screening requirements;~~
- ~~(v) Variances to the 24 Road Corridor Design Standards and Guidelines (GJMC Title 25); and~~
- ~~(vi) Other tasks as assigned by the City Council.~~

~~21.02.030 Zoning Board of Appeals (ZBOA).~~

~~(a) **Composition.** The Zoning Board of Appeals for the City shall consist of three members, each of whom shall be a City resident and shall represent the interests of the City as a whole. The City Council shall consider citizens with experience in the fields of engineering, law, surveying, development, planning, architecture and construction, as well as citizens at large.~~

~~(b) **Identity of Members.** The membership of the Board shall be comprised of the Chairman of the Planning Commission and the two designated Planning Commission alternates.~~

~~(c) **Term.** Members of the Board shall serve terms of four years coincident to their terms on the Planning Commission. Members are limited to two consecutive terms.~~

~~(d) **Vacancies.** All vacancies shall be filled by appointment of the City Council. A member's seat on the Board shall be vacant when the member ceases to reside in the City.~~

~~(e) **Removal.** The City Council may remove any member of the Board after public hearing for good cause including inefficiency, neglect of duty, malfeasance or misfeasance in office. The City Council shall make public a written statement of reasons for the removal prior to said public hearing.~~

~~(f) **Meetings.** The Board shall meet at least once a month, provided there is business to be brought before the Board. Special meetings may be held as provided by rules of procedure adopted by the Board. Two members constitute a quorum.~~

~~(g) **Voting.** A majority of a quorum of the Board shall be sufficient to conduct the business of the Board. A lesser number than a quorum may act to adjourn or continue a meeting.~~

~~(h) **Compensation.** Members shall be compensated as the City Council deems appropriate by resolution.~~

(i) ~~**Powers and Duties.** Except as otherwise provided by this code, ordinance, rule, policy or regulation of the City Council, the Zoning Board of Appeals shall be governed by § 31-23-307 C.R.S. The Board shall have the power and duty to decide:~~

- ~~(1) Appeals (See GJMC 21.02.060);~~
- ~~(2) Requests to vary the bulk, performance, accessory use, use-specific standards or sign regulations of this code;~~
- ~~(3) Requests for relief from the nonconforming provisions established in Chapter 21.08 GJMC; and~~
- ~~(4) Variances to any provision of this code not otherwise assigned to another review body.~~

~~**21.02.040 Building Code Board of Appeals.**~~

~~For appeals relating to building codes, see Section 112 of the International Building Code (IBC).~~

~~**21.02.050 Director of Public Works and Planning.**~~

~~(a) **Powers and Duties.** The Director of the Public Works and Planning Department (“Director”) serves at the direction of the City Manager. The Director shall decide requests for a:~~

- ~~(1) Planning clearance;~~
- ~~(2) Home occupation permit;~~
- ~~(3) Temporary use permit;~~
- ~~(4) Change of use permit;~~
- ~~(5) Major site plan review;~~
- ~~(6) Minor site plan review;~~
- ~~(7) Fence permit;~~
- ~~(8) Sign permit;~~
- ~~(9) Boundary adjustments;~~
- ~~(10) Floodplain development permit;~~
- ~~(11) Simple subdivision;~~

- ~~(12) Major subdivision final plat;~~
- ~~(13) Major subdivision construction plan;~~
- ~~(14) Major subdivision preliminary plan approval;~~
- ~~(15) Minor exception subdivisions;~~
- ~~(16) Planned development final plan;~~
- ~~(17) Planned development final plan minor amendment;~~
- ~~(18) Minor deviations to any zoning district bulk standard;~~
- ~~(19) Development improvement agreement;~~
- ~~(20) Administrative adjustment;~~
- ~~(21) Sign packages;~~
- ~~(22) Revocable permits for landscaping and irrigation;~~
- ~~(23) TEDS (GJMC Title [29](#)) exceptions; and~~
- ~~(24) Comprehensive Plan administrative changes.~~

~~(b) **Director's Responsibilities.**~~

~~(1) Record Keeping—Flood Damage Prevention. The Director of Public Works and Planning shall obtain and maintain the following information:~~

~~(i) The actual elevation (relative to mean sea level) of the lowest floor (including basement) of each structure;~~

~~(ii) For each new or substantially improved floodproofed structure, the actual elevation (relative to mean sea level) to which the structure has been floodproofed and the floodproofing certifications required in GJMC [21.07.010](#); and~~

~~(iii) Records pursuant to GJMC [21.07.010](#).~~

~~(2) Alteration of Watercourses. The Director of Public Works and Planning shall require proof that the applicant has:~~

(i) ~~Notified adjacent communities and the Colorado Water Conservation Board prior to any alteration or relocation of a watercourse. The Director of Public Works and Planning shall submit evidence of such notification to the Federal Emergency Management Agency; and~~

(ii) ~~Demonstrated that maintenance is provided for within the altered or relocated portion of said watercourse so that the flood carrying capacity is not diminished.~~

(3) ~~FIRM Boundaries. The Director of Public Works and Planning shall interpret the Flood Insurance Rate Maps (FIRM) to decide location of the boundaries of the areas of special flood hazard.~~

21.02.060 Summary of authority.

The following table summarizes the required review and approval authority provided under this zoning and development code.

Sec.	Procedure	Planning City			
		Director	Commission	Council	ZBOA
R = Review D = Decision A = Appeal					
21.02.070	Administrative development permit, all administrative permits not listed herein	D	A	-	-
21.02.070	Subdivision	D	-	A	-
21.02.090	Vacation of plat without public right-of-way or easement	R	D	A	-
21.02.090	Vacation of plat with public right-of-way or easement	R	R	D	-
21.02.100	Vacation of public right-of-way or easement	R	R	D	-
21.02.110	Conditional use permit	R	D	A	-

Sec.	Procedure	Planning City			
		Director	Commission	Council	ZBOA
R = Review D = Decision A = Appeal					
21.02.120	Special permit	R	R	D	-
21.02.120	Administrative changes to Comprehensive Plan	D	-	A	-
21.02.130	Comprehensive Plan amendment	R	R	D	-
21.02.140	Code amendment and rezoning	R	R	D	-
21.02.150	Planned development	R	R	D	-
21.02.160	Annexation	R	-	D	-
21.02.170	Vested property rights	R	R	D	-
21.02.180	Revocable permit – Landscaping and irrigation	D	-	A	-
21.02.180	Revocable permit	R	-	D	-
21.02.190	Institutional and civic facility master plans	R	R	D	-
21.02.200	Variance	R	-	-	D
21.04.030(p)(1)	Fraternity or sorority	D	-	-	A
21.04.030(p)(2)	Group living facility (*except where a conditional use permit is required, see “Conditional use permit”)	D*	-	-	A*
21.04.030(p)(2)(vii)(C)(II)	Group living facility – sex offenders	-	D	-	-

The remaining parts of Title 21, Chapter 2 shall remain in full force and effect and unchanged hereby.

A new subsection of Section 21.07.010 shall be added, as follows:

(e) **Data, information and interpretation.** The Director shall obtain and maintain the following information:

- (i) The actual elevation, relative to mean sea level, of the lowest floor, including basement, of each structure;
- (ii) For each new or substantially improved floodproofed structure, the actual elevation, relative to mean sea level, to which the structure has been floodproofed and the required floodproofing certifications;
- (iii) Proof that an applicant has, prior to altering or relocating any watercourse or part thereof, notified adjacent communities and the Colorado Water Conservation Board of such alteration and demonstrated that there is adequate maintenance within the altered or relocated portion of the watercourse so that the flood-carrying capacity is not diminished. The Director shall also submit evidence of such notification to the Federal Emergency Management Agency.

The Director shall interpret the Flood Insurance Rate Maps (FIRM) to decide location of the boundaries of the areas of special flood hazard.

The remaining parts of Section 21.07.010 shall remain in full force and effect.

Section 21.07.040(b) regarding the Historic Preservation Board is amended as follows (deletions struck through, additions underlined):

(b) **Board Established.** The City Council hereby creates a Historic Preservation Board, which may be hereinafter referred to as the Historic Board or Preservation Board. The Historic Board shall have principal responsibility for matters of historic preservation, and shall have such membership, authority, duties, and responsibilities as further provided in Title 21, Chapter 1 of this code.

~~(1) — Composition. The Historic Board shall consist of not less than five members and not more than seven members. Historic Board members shall be appointed to provide a balanced, community-wide representation. When there are more than five members of the Historic Board, at least four members shall be professionals in or have expertise with a preservation-related discipline including, but not limited to, history, architecture, planning or archaeology. When there are five members of the Historic Board, there shall be at least three such professionals. One member shall be a member of the Downtown Development Authority (DDA) Board or an employee of the DDA. The Director shall serve as staff to the Historic Board. The~~

~~Council shall determine, by resolution, the number of members of the Historic Board at such time as the Council makes appointments to the Historic Board.~~

~~(2) — Term. Members of the Historic Board shall be appointed by the City Council to serve four-year staggered terms from the date of appointment. Members may continue to serve until their successors have been appointed. Appointments to fill vacancies on the Historic Board shall be made by the City Council. All members of the Historic Board shall serve without compensation except for such amounts determined appropriate, in advance, by the City Council to offset expenses incurred in the performance of their duties. Members of the Historic Board may be removed by the City Council without cause being stated.~~

~~(3) — Voting. Three members if a five-member board; four members if a six- or seven-member board constitutes a quorum. A quorum is necessary for the Historic Board to conduct business including holding a public hearing. A roll call vote shall be taken upon the request of any member. A tie vote shall be deemed a denial of any motion or action.~~

~~(4) — Chairperson/Vice-Chairperson. The Historic Board shall, by majority vote, elect one of its members to serve as chairperson to preside over meetings and one member to serve as vice-chairperson. The vice-chairperson shall act in the absence of the chairperson. The chairperson and vice-chairperson shall serve in these capacities for terms of one year.~~

~~(5) — Meetings. The Historic Board shall establish a regular meeting schedule. Minutes shall be kept of all proceedings.~~

~~(6) — Powers and Duties. The Historic Board shall, after solicitation of public comment, at a properly noticed public meeting:~~

~~(i) — Recommend eligibility criteria for the designation of historic resources and for review of proposals to alter designated resources;~~

~~(ii) — Review and determine qualifications of properties nominated for designation as either an historic structure, site or district and recommend to City Council approval or denial of a designation;~~

~~(iii) — Upon property owner's request, review and make recommendations to the owner on proposed alterations to a designated historic structure, site or district;~~

~~(iv) — Advise and assist owners of historic properties on physical and financial aspects of preservation, renovation, rehabilitation and reuse, including~~

~~nomination to the City Register, the State Register and the National Register of Historic Places;~~

~~(v) — Develop and assist in public education programs including, but not limited to, walking tours, brochures, a marker program for historic properties, lectures, exhibits and conferences;~~

~~(vi) — Conduct surveys of historic sites, properties and areas for the purpose of defining those of historic significance and prioritizing the importance of identified historic areas. The Historic Board may create a list of structures of historical or archeological merit which have not been designated;~~

~~(vii) — Advise the City Council on matters related to preserving the historic character and substance of the City and recommend easements, covenants, licenses and other methods which would implement the completion of the purposes of this section;~~

~~(viii) — Actively pursue financial assistance for preservation-related programs; and~~

~~(ix) — Review and conduct hearings to decide applications for a Certificate of Appropriateness for alteration to a site and/or structure in the North Seventh Street Historic Residential District.~~

~~(7) — Public Records. The Board shall conduct its business in accordance with the open meetings and Public Records Acts and other laws applicable to local public bodies.~~

~~(8) — Bylaws. The Historic Board shall propose bylaws to the City Council as it deems necessary.~~

The remaining parts of Section 21.07.040 shall remain in full force and effect.

Introduced on first reading this 15th day of August, 2018 and ordered published in pamphlet form.

Adopted on second reading this _____ day of _____, 2018 and ordered published in pamphlet form.

ATTEST:

City Clerk

President of the Council Pro Tem

CITY COUNCIL MEETING CITIZEN PRESENTATION		Date
Citizen's Name	Danae Jolmiller	
Subject	WA Art Center	
Phone Number (optional)		<i>Including your phone number is helpful if we would like to contact you in response to your questions, comments, or concerns. Thank you!</i>

CITY COUNCIL MEETING CITIZEN PRESENTATION		Date 09/05/18
Citizen's Name	Richard Swingle	
Subject	Bright Lights	
Phone Number (optional)		<i>Including your phone number is helpful if we would like to contact you in response to your questions, comments, or concerns. Thank you!</i>

CITY COUNCIL MEETING CITIZEN PRESENTATION		Date 9/5/2018
Citizen's Name	Gabriel Otero	
Subject	Land Water + Conservation Fund	
Phone Number (optional)		<i>Including your phone number is helpful if we would like to contact you in response to your questions, comments, or concerns. Thank you!</i>

RESOLUTION 2018-32
A RESOLUTION OF THE FRUITA CITY COUNCIL IN SUPPORT OF
REAUTHORIZATION OF AND FULL FUNDING FOR
THE LAND AND WATER CONSERVATION FUND

WHEREAS, The Land and Water Conservation Fund (LWCF), created by Congress in 1965, is one of the most successful programs for preserving our country's irreplaceable natural and cultural resources and for improving equitable access to the outdoors for urban and rural communities, which is essential to Colorado's health, culture, economy and future generations; and

WHEREAS, said Conservation Fund has been instrumental in creating opportunities for Colorado residents in urban, suburban, and rural areas to get outdoors. It has been a critical tool in conserving national parks and historic sites; national wildlife refuges; watersheds; working forests; wildlife areas; and state and local parks, trails and ball fields; and

WHEREAS, the Land and Water Conservation Fund is based on the simple premise that as we extract natural resources that belong to our nation – offshore oil and gas – we should in turn conserve and invest in outdoor resources for future generations; and

WHEREAS, said Conservation Fund takes a portion of existing royalties from offshore oil and gas development and invests that money in protecting America's important public lands for future generations – all at no cost to the American taxpayer; and

WHEREAS, though said Conservation Fund is authorized to receive \$900 million annually, this cap has been met only twice during the more than five decades the program has existed and, instead of being fully funded, Congress diverts much of this funding nearly every year to purposes other than conserving our most important lands and waters; and

WHEREAS, despite receiving only a fraction of its intended funding over the last half century, the Land and Water Conservation Fund has led to the protection of land in every state and nearly every county, has improved access to these public lands, and has provided matching grants for the creation of more than 41,000 state and local park projects; and

WHEREAS, said Conservation Fund supports and maintains the productive economic engine that our federal, state and local public lands represent. Hunting, fishing, camping, hiking, paddling and other outdoor recreation activities contribute a total of \$28 billion in consumer spending annually to Colorado's economy and support 229,000 jobs in our state. Whether manufacturing, retail or service related, most of these jobs are sustainable resource or tourism-based jobs and cannot be exported; and

WHEREAS, Colorado has received more than 878 state side grants to local governments in the State, totaling 268 million and touching nearly every county in our state through the LWCF's state side funding; and

WHEREAS, over its history, the Land and Water Conservation Fund, has preserved public lands that are critical to Colorado and the City of Grand Junction including: the Colorado National Monument among others; as well as other public lands and community parks ball fields, playgrounds, and other recreational facilities in our communities; and

WHEREAS, the parks, trails, and recreation projects dependent upon this program's funding are green spaces that contribute to the health and well-being of Colorado's families; and

WHEREAS, the Land and Water Conservation Fund will expire on September 30, 2018;

NOW, THEREFORE, BE IT RESOLVED, that the Grand Junction City Council expresses support for, and urges Congress to act swiftly to enact full funding for and permanent reauthorization of the Land and Water Conservation Fund given its important contributions to our nation's and Colorado's health, well-being, economic opportunity and access to America's natural treasures.

PASSED, ADOPTED, AND APPROVED this __ day of September, 2018.

Project Title	State	Year	Funding Received	Agency
Arapaho NF	CO	2008	\$1,000,000	USFS
Arapaho NF	CO	1998	\$350,000	USFS
Arapaho NF	CO	1995	\$299,427	USFS
Arapaho NF	CO	1988	\$250,000	USFS
Arapaho NF	CO	2012	\$950,000	USFS
Arapaho NF	CO	2009	\$3,000,000	USFS
Arapaho NF (Beaver Brook Watershed)	CO	2003	\$4,000,000	USFS
Arapaho NF (Beaver Brook Watershed)	CO	2002	\$6,600,000	USFS
Arapaho NF (Beaver Brook Watershed)	CO	2001	\$2,000,000	USFS
Arapaho NF: Beaver Brook Watershed	CO	2004	\$2,400,000	USFS
Arapaho NRA	CO	1980	\$2,000,000	NPS
Arapahoe NF : Beaver Brook Watershed	CO	2005	\$2,000,000	USFS
Arapahoe NF: Arapaho Miller Property	CO	2005	\$1,025,000	USFS
Arkansas River SRMA	CO	2009	\$2,200,000	BLM
Arkansas River SRMA	CO	1992	\$246,850	BLM
Arkansas River SRMA	CO	1991	\$49,738	BLM
Baca NWR	CO	2005	\$3,400,000	FWS
Baca NWR	CO	2004	\$7,000,000	FWS
Baca NWR	CO	2003	\$2,000,000	FWS
Baca Ranch	CO	2000	\$101,000,000	USFS
Banded Peaks	CO	2005	\$1,600,000	USFS
Banded Peaks Ranch Phase II	CO	2006	\$1,500,000	USFS
Ben Delatour Scout Ranch	CO	2011	\$4,000,000	USFS
Black Canyon of the Gunnison NM	CO	1999	\$200,000	NPS
Black Canyon of the Gunnison NM	CO	1995	\$93,000	NPS
Black Canyon of the Gunnison NM	CO	1989	\$700,000	NPS
Black Canyon of the Gunnison NM	CO	1985	\$1,274,000	NPS
Black Canyon of the Gunnison NP	CO	2002	\$200,000	NPS
Black Canyon of the Gunnison NP	CO	2000	\$1,600,000	NPS
Black Canyon of the Gunnison NP/Curec	CO	2001	\$1,300,000	NPS
Blanda Wildlife Habitat Area	CO	1998	\$550,000	FWS
Blanda Wildlife Habitat Area	CO	1992	\$395,960	FWS
Canyon of the Ancients NM	CO	2004	\$600,000	BLM
Canyons of the Ancients National Monu	CO	2014	\$1,703,000	BLM
Canyons of the Ancients National Monu	CO	2011	\$1,000,000	BLM
Colorado - Other Fish and Wildlife Servic	CO	1992	\$493,700	FWS
Colorado - Other Forest Service Lands	CO	1995	\$1,696,180	USFS
Colorado - Other Forest Service Lands	CO	1994	\$1,250,000	USFS
Colorado Canyons NCA	CO	2005	\$1,500,000	BLM
Colorado NM	CO	1978	\$440,000	NPS
Colorado River/Ruby Canyon Proposed I	CO	1998	\$1,000,000	BLM
Colorado River/Ruby Canyon Proposed I	CO	1995	\$499,045	BLM
Colorado River/Ruby Canyon Proposed I	CO	1989	\$600,000	BLM
Comanche National Grasslands	CO	1999	\$237,500	USFS
Cross Mountain Conservation Area	CO	1992	\$1,382,360	
Dominguez-Escalante National Conserva	CO	2013	\$280,000	BLM

Dominguez-Escalante National Conserva	CO	2012	\$3,500,000	BLM
Garden Park fossil Area/Gold Belt Tour N	CO	1994	\$500,000	
Golden Bair Ranch	CO	2003	\$1,500,000	BLM
Grand Mesa Slopes Special Managemen	CO	1999	\$700,000	BLM
Grand Mesa Slopes Special Managemen	CO	1998	\$400,000	BLM
Great Sand Dunes NM	CO	2003	\$5,000,000	NPS
Great Sand Dunes NM	CO	2002	\$2,000,000	NPS
Great Sand Dunes NM	CO	2001	\$8,500,000	NPS
Great Sand Dunes NP	CO	2004	\$2,000,000	NPS
Gunnison Basin ACEC	CO	2002	\$2,500,000	BLM
Gunnison Basin ACEC	CO	2001	\$2,000,000	BLM
Gunnison Basin Critical Wildlife Area	CO	1999	\$800,000	FWS
Gunnison Gorge National Conservation	CO	2008	\$856,000	BLM
Gunnison NF	CO	1999	\$125,000	USFS
High Elk Corridor, White River NF	CO	2006	\$500,000	USFS
Lake fort of the Gunnison Special Manag	CO	1998	\$800,000	BLM
Lake fort of the Gunnison Special Manag	CO	1998	\$900,000	BLM
McIntire Spring/conejos River Riparian a	CO	1994	\$550,000	FWS
Mesa Verde National Park	CO	2008	\$1,600,000	NPS
Mesa Verde NP	CO	1978	\$110,200	NPS
Ophir Valley, Uncompahgre NF	CO	2013	\$1,000,000	USFS
Pagosa Skyrocket Acquisition- Pagosa Sp	CO	2014	\$494,137	FWS
Partners in Parks grant	CO	2005	\$18,000	NPS
Perins Peak Wildlife Habitat Area	CO	1984	\$426,000	FWS
Powderhorn Wilderness Study Area	CO	1991	\$671,463	BLM
Powderhorn Wilderness Study Area	CO	1979	\$75,000	BLM
Red Mountain	CO	2003	\$5,000,000	USFS
Red Mountain	CO	2002	\$4,600,000	USFS
Rio Grande NF	CO	1995	\$1,497,135	USFS
Rio Grande River Special Recreation Ma	CO	1990	\$70,000	BLM
Rocky Mountains NP	CO	1999	\$250,000	NPS
Rocky Mountains NP	CO	1992	\$686,243	NPS
Rocky Mountains NP	CO	1988	\$1,100,000	NPS
Rocky Mountains NP	CO	1985	\$980,000	NPS
Rocky Mountains NP	CO	1983	\$4,000,000	NPS
Rocky Mountains NP	CO	1979	\$300,000	NPS
Rocky Mountains NP	CO	1977	\$246,569	NPS
Rocky Mountains NP	CO	1976	\$1,200,000	NPS
Roosevelt NF	CO	1995	\$1,497,135	USFS
Roosevelt NF	CO	1994	\$2,700,000	USFS
Roosevelt NF	CO	1990	\$900,000	USFS
Roosevelt NF	CO	1979	\$2,000,000	USFS
Ruby Mountains	CO	1991	\$348,166	USFS
Ruby Mountains	CO	1979	\$280,000	USFS
San Juan NF	CO	1992	\$789,920	USFS
San Juan NF	CO	1991	\$3,989,040	USFS
San Miguel River	CO	1993	\$793,200	BLM

Sand Creek Massacre NHS	CO	2002	\$300,000	NPS
Segelke-Carey Ranch for the Preble's Me	CO	2013	\$400,000	FWS
Snow Mountain Ranch	CO	2010	\$2,500,000	USFS
Snow Mountain Ranch	CO	2009	\$2,500,000	USFS
Soap Mesa	CO	2004	\$1,000,000	USFS
South Boulder Creek Watershed	CO	2013	\$5,000,000	USFS
Turtle Ranch Conservation Easement	CO	2011	\$469,540	FWS
Two Ponds NWR	CO	1994	\$1,800,000	FWS
UnawEEP/Tabeguache Scenic and Histor	CO	1995	\$1,996,180	
Uncompahgre NF	CO	2007	\$850,000	USFS
Uncompahgre NF	CO	2008	\$1,000,000	USFS
Uncompahgre NF	CO	2012	\$1,500,000	USFS
Uncompahgre NF	CO	2010	\$1,000,000	USFS
Uncompahgre NF	CO	2009	\$1,250,000	USFS
Uncompahgre/San Juan NF	CO	2001	\$5,000,000	USFS
Upper Arkansas River Basin	CO	2002	\$1,500,000	BLM
Upper Arkansas River Basin	CO	2000	\$2,500,000	BLM
Upper Huerfano River Ecosystem Manag	CO	1997	\$610,000	
Wacker Ranch – Clay-loving Wild Buckw	CO	2006	\$159,450	FWS
Washburn Ranch Conservation Easemer	CO	2015	\$231,175	FWS
White River NF	CO	1999	\$4,200,000	USFS
White River NF	CO	1998	\$700,000	USFS
White River NF	CO	1997	\$1,000,000	USFS
White River NF	CO	1985	\$980,000	USFS
White River NF: High Elk Corridor	CO	2005	\$750,000	USFS
White River NF: High Elk Corridor	CO	2004	\$1,000,000	USFS