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**CITY COUNCIL AGENDA  
WEDNESDAY, SEPTEMBER 19, 2018  
250 NORTH 5<sup>TH</sup> 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, Invocation**

Michael Denna, Providence Reformed Evangelical Church Pastor

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

**Certificate of Appointments**

To the Commission on Arts and Culture

To the Grand Junction Housing Authority

To the Urban Trails Committee

**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**

**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 September 5, 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. Quasi-judicial
  - i. Introduce an Ordinance Rezoning Lot 1, Rooted Gypsy Farms Subdivision, From R-R (Residential Rural) to R-E (Residential Estate), Located at 2575 G Road, and Set a Public Hearing for October 3, 2018
  - ii. Introduce an Ordinance Rezoning Timberline Bank Property from C-1 (Light Commercial) to M-U (Mixed Use), Located at 649 Market Street, and Set a Public Hearing for October 3, 2018
  - iii. Introduce an Ordinance Rezoning Elevation 4591 to PD (Planned Development) with a Default Zone of R-8 (Residential, 8 du/ac) and an Outline Development Plan for 18 Residential Units on 3.23 Acres, Located at 2524 F 1/2 Road and Set a Public Hearing for October 3, 2018

**3. Contracts**

- a. A Resolution Authorizing Agreement with CDOT for Traffic Maintenance
- b. Contract for Lewis Wash Bridge Replacement

- c. 2018 CDBG Subrecipient Agreements between the Counseling and Education Center, The Arc Mesa County, St. Mary's Hospital Foundation Gray Gourmet Program and Mesa Youth Services dba Mesa County Partners and the City of Grand Junction
- d. Health Services Agreement with Marathon Health, LLC

#### **4. Resolutions**

- a. Resolution Vacating a Public Utility Easement on Property Located at 2410 Blue Heron Road
- b. Resolution Issuing a Revocable Permit to Allow for the Encroachment of an Existing Garage in the Bookcliff Avenue Right-of-Way Along the East Side of the Property Located at 300 Cedar Court
- c. Resolution Authorizing a Telecommunication Facility at Columbine Park

### **REGULAR AGENDA**

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

#### **5. Resolutions**

- a. A Resolution Regarding a 2019 Ballot Question(s) Regarding a Community Center

#### **6. Public Hearings**

- a. Legislative
  - i. 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 (Continued from August 15, 2018)
- b. Quasi-judicial
  - i. An Ordinance Rescinding Ordinance No. 4810 Regarding the Fossil Trace Rezone

- ii. 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

**7. 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.*

**8. Other Business**

**9. Adjournment**





**Grand Junction City Council**

**Regular Session**

**Item #**

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**Meeting Date:** September 19, 2018

**Presented By:** Wanda Winkelmann, City Clerk

**Department:** City Clerk

**Submitted By:** Wanda Winkelmann

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**Information**

**SUBJECT:**

To the Commission on Arts and Culture

**RECOMMENDATION:**

Present Certificate of Appointment.

**EXECUTIVE SUMMARY:**

Appointed member Mark Marino will accept his Certificate of Appointment to the Commission on Arts and Culture.

**BACKGROUND OR DETAILED INFORMATION:**

Mark Marino was appointed to the Commission on Arts and Culture at the September 5, 2018 meeting.

**FISCAL IMPACT:**

N/A

**SUGGESTED MOTION:**

N/A

**Attachments**

None



**Grand Junction City Council**

**Regular Session**

**Item #**

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**Meeting Date:** September 19, 2018

**Presented By:** Wanda Winkelmann, City Clerk

**Department:** City Clerk

**Submitted By:** Wanda Winkelmann

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**Information**

**SUBJECT:**

To the Grand Junction Housing Authority

**RECOMMENDATION:**

Present Certificate of Appointment.

**EXECUTIVE SUMMARY:**

Appointed member Scott Proper will accept his Certificate of Appointment to the Grand Junction Housing Authority.

**BACKGROUND OR DETAILED INFORMATION:**

Scott Proper was appointed at the September 5, 2018 Council meeting.

**FISCAL IMPACT:**

N/A

**SUGGESTED MOTION:**

N/A

**Attachments**

None



**Grand Junction City Council**

**Regular Session**

**Item #**

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**Meeting Date:** September 19, 2018

**Presented By:** Wanda Winkelmann, City Clerk

**Department:** City Clerk

**Submitted By:** Wanda Winkelmann

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**Information**

**SUBJECT:**

To the Urban Trails Committee

**RECOMMENDATION:**

Present Certificates of Appointment.

**EXECUTIVE SUMMARY:**

Elizabeth Collins, David Lehmann and Devon Balet will accept their Certificates of Appointment to the Urban Trails Committee.

**BACKGROUND OR DETAILED INFORMATION:**

Elizabeth Collins, David Lehmann and Devon Balet were appointed at the September 5, 2018 meeting.

**FISCAL IMPACT:**

N/A

**SUGGESTED MOTION:**

N/A

**Attachments**

None

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

**September 5, 2018**

The City Council of the City of Grand Junction convened into regular session on the 5<sup>th</sup> day of September 2018 at 6:02 p.m. Those present were Councilmembers Chris Kennedy, Duncan McArthur, Phyllis Norris, Rick Taggart and Council President Pro Tem Bennett Boeschstein. Councilmember Duke Wortmann and Council President Barbara Traylor Smith were absent. Also present were City Manager Greg Caton, City Attorney John Shaver, and City Clerk Wanda Winkelmann.

Council President Pro Tem Bennett Boeschstein called the meeting to order. Councilmember Kennedy led the Pledge of Allegiance which was followed by a moment of silence.

**Proclamations**

**Proclaiming September 5, 2018 as Sister City Day in the City of Grand Junction**

Councilmember Kennedy read the proclamation. Anna Stout, Foundation for Cultural Exchange President, accepted the proclamation and provided a presentation.

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

Councilmember Norris read the proclamation. Doug Sorter, Vice President of Development for Strive, Cynthia Ellis and James Wright accepted the proclamation and presented Council with a flag.

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

Councilmember Taggart read the proclamation. City Manager Caton accepted the proclamation.

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

Councilmember McArthur read the proclamation. Jorge Pantoja, Western Colorado Latino Chamber of Commerce President, accepted the proclamation.

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

Councilmember McArthur read the proclamation. Katey Kelly, Mount Garfield Chapter of National Society Daughters of the American Revolution Regent, accepted the proclamation.

**Appointments****To the One Riverfront Commission**

Council President Pro Tem Boeschstein moved to appoint Thomas Moore, David Varner and JoAnna Woodruff to One Riverfront for terms ending July 2021. Councilmember Kennedy seconded the motion. Motion carried unanimously by voice vote.

**To the Urban Trails Committee**

Council President Pro Tem Boeschstein moved to reappoint Elizabeth Collins and David Lehmann and to appoint Devon Balet to the Urban Trails Committee for terms ending June 2021. Councilmember Norris seconded the motion. Motion carried unanimously by voice vote.

**To the Grand Junction Housing Authority**

Councilmember Norris moved to appoint Scott Proper for a partial term ending October 2019 to the Grand Junction Housing Authority. Council President Pro Tem Boeschstein seconded the motion. Motion carried unanimously by voice vote.

**To the Commission on Arts and Culture**

Councilmember Norris moved to appoint Dean Harris for a partial term ending February 2020 and Mark Marino for a full term ending February 2021 to the Commission on Arts and Culture. Councilmember Kennedy seconded the motion. Motion carried unanimously by voice vote.

**Certificates of Appointment****To the Parks and Recreation Advisory Board**

Councilmember Kennedy presented Gary Schroen with his Certificate of Appointment to the Parks and Recreation Advisory Board for term ending June 2021.

### **Citizens Comments**

Gabriel Otero, Wilderness Society - Colorado Plateau Representative, provided information on the Land and Water Conservation Fund in Colorado.

Richard Swingle spoke on "bright lights" in the community.

Bruce Lohmiller spoke about the Veterans Administration Art Center.

### **City Manager Report**

City Manager Caton showed a video on the Council/Manager form of government and thanked Council for the proclamation in honor of Colorado Cities and Towns Week.

### **Council Reports**

Councilmember McArthur attended a Homeless Coalition meeting, the Mesa County Honor Our Vietnam Veterans ceremony, the White House Briefing on the new U.S.-Mexico Trade Agreement, the Grand Junction Regional Airport Authority runway groundbreaking ceremony, a Mind Springs facility and program update and a Colorado Water District webinar about the Colorado River Compact.

Councilmember Norris attended the Downtown Development Authority Retreat, the Creative District Mixer and helped interview for various City boards.

Councilmember Kennedy encouraged those with an Instagram account to look up "gjunionstation" for the Union Station Train Depot progress and findings.

Councilmember Taggart attended joint meetings with the County and Economic Development Partners and the joint Persigo Board Meeting.

Council President Pro Tem Boeschstein attended a Department of Energy meeting and then read a letter from the Canada Council General regarding free trade.

### **Consent Agenda**

Councilmember Kennedy moved to adopt items #1, #2, #3.a. and #4 on the Consent Agenda and remove item #3.b. for consideration at the September 17<sup>th</sup> Workshop and possible inclusion at the September 19<sup>th</sup> Regular Meeting. Councilmember Norris seconded the motion. Motion passed unanimously by voice vote.

### **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**

### 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 RR (Residential – Rural) to R1 (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 (moved to September 17, 2018 City Council Workshop)

## **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

### **Public Hearing - 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**

The Planning Commission was 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. 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, and clarity; deleting unnecessary text; and renaming "Director of Public Works and Planning" to "Director."

Community Development Director Tamra Allen noted a recommendation of denial from the Planning Commission on rezoning and Comprehensive Plan amendments requiring a super-majority of the City Council to approve or enact.

Discussion included consideration of remote/electronic attendance, the "Director's" department and compensation/reimbursement of Planning Commission members.

The public hearing was opened at 7:17 p.m.

There were no public comments.

The public hearing was closed at 7:17 p.m.

Councilmember Kennedy moved to adopt 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 ordered final publication in pamphlet form. Councilmember Taggart seconded the motion. Motion carried unanimously by roll call vote.

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

There were none.

### **Other Business**

There was none.

### **Adjournment**

The meeting was adjourned at 7:23 p.m.



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Wanda Winkelmann, MMC  
City Clerk



## Grand Junction City Council

### Regular Session

Item #2.a.i.

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**Meeting Date:** September 19, 2018

**Presented By:** Lori Bowers, Senior Planner

**Department:** Community Development

**Submitted By:** Lori Bowers, Sr. Planner

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### **Information**

#### **SUBJECT:**

Introduce an Ordinance Rezoning Lot 1, Rooted Gypsy Farms Subdivision, From R-R (Residential Rural) to R-E (Residential Estate), Located at 2575 G Road, and Set a Public Hearing for October 3, 2018

#### **RECOMMENDATION:**

Planning Commission will forward a recommendation after their meeting scheduled for September 25, 2018.

#### **EXECUTIVE SUMMARY:**

The Applicant, Mark Beckner, is requesting a rezone of 1.921 acres of property located at 2575 G Road (future address of 2476 Tahoe Drive) from R-R (Residential Rural) to R-E (Residential Estate). The purpose of the request to rezone the property is to be in conformance with required minimum lot size after a Simple Subdivision of the property is approved and recorded. The R-R (Residential Rural) has a minimum lot size of five acres, while the minimum lot size for R-E (Residential Estate) is one acre. Since the future subject lot will be 1.921 acres, in order for it to be in conformance with required minimum lot size of the Zoning and Development Code, it should be rezoned to the R-E zone district designation. The proposed zoning of R-E meets the Comprehensive Plan Future Land Use Map, which has designated the property as Residential Low (0.5 – 2 dwelling units per acre).

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

##### **BACKGROUND**

The Applicant has requested approval of a Simple Subdivision of the property located

at 2575 G Road, also known as Lot 1 of the Burnell Subdivision. Historically, the Burnell property was a single parcel consisting of 10.79 acres. In 2014 Burnell divided the property into Lots 1 and 2 of Burnell Subdivision. Lot 1 contains 5.79 acres and one single family residence. Lot 2 contains 5 acres and is vacant. It is used for farming purposes. The proposed Simple Subdivision simply re-draws the sizes of the two Burnell Subdivision Lots. Lot 1 will be adjusted to 1.921 acres and Lot 2 will consist of 8.869 acres. This subdivision will be known as the Rooted Gypsy Farms Subdivision.

The Simple Subdivision process is an administrative review process with the Director making the final decision. Prior to, or concurrent with the approval of the Simple Subdivision, the Applicant requests to rezone the 1.921 acres from R-R (Residential Rural) to R-E (Residential Estate). This will allow the owner to sell the existing home to the renter and expand his farming land. Upon approval, the new zoning designation will be in compliance with the minimum lot size requirements of the Zoning and Development Code.

Upon approval of the subdivision, the new parcel is proposed to obtain access from Tahoe Drive which would change the address of the property to 2476 Tahoe Drive. The requested Simple Subdivision and the requested rezone is to bring the property into conformance since it will no longer meet the five-acre minimum lot size. The owner would like the property to be in conformance with the Zoning and Development Code prior to the sale. In addition, the Code does not allow for a subdivision to create a lot that does not conform to the required minimum lot sizes. The purpose of the R-E Zoning District is to provide areas for low density, estate-type single-family residential development on lots of at least one acre in size.

The adjacent parcel to the south will remain zoned R-R (Residential Rural, 5-acre minimum). The purpose of the R-R Zone District is to provide areas for low intensity agricultural operations and very low density single-family uses in a rural setting. This district is appropriate where low-density development is desired or where terrain and/or lack of public facilities and services require low intensity development or a sense of openness is desired. Directly west of the subject parcel, the lots in the Grisier-Ritter Minor Subdivision (1994) are zoned R-2 (Residential – 2 units per acre) and Valley Meadows North Subdivision (2005) is zoned R-4 (Residential – 4 units per acre). To the east are un-subdivided parcels zoned R-2 (Residential – 2 units per acre) and R-1 (Residential – 1 unit per acre). The properties directly north are zoned R-R (Residential Rural, 5-acre minimum).

## **NOTIFICATION REQUIREMENTS**

A Neighborhood Meeting was held on July 24, 2018 consistent with the requirements of Section 21.02.080 (e) of the Zoning and Development Code. Approximately 30 citizens attended the meeting along with the Applicant and City Staff. The Applicant discussed the proposed rezoning request and why he was requesting the zoning change. He

provided information about his proposal and some history about the site. Area residents who attended did not have any comments about the rezone. The attendees expressed concerns regarding access from Tahoe Drive, traffic within their subdivision, traffic on G Road and the new driveway that was provided for the existing home as it relates to the Rooted Gypsy agricultural business on the portion of property not subject to this rezone. To date, staff has not received any comments in writing regarding the rezone request.

Notice was completed consistent to the provisions in Section 21.02.080 (g) of the City's Zoning and Development Code. Mailed notice of the application submittal, in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property on September 14, 2018. The subject property was posted with an application sign on August 24, 2018 and notice of the public hearing was published September 18, 2018 in the Grand Junction Sentinel. Fifty-two notices were mailed.

### **ANALYSIS**

Pursuant to Section 21.02.140 (a) of the Grand Junction Zoning and Development Code, the City may rezone property if the proposed changes are consistent with the vision, goals and policies of the Comprehensive Plan and must meet one or more of the following rezone criteria as identified:

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

The property owner wishes to subdivide the property and rezone the property to a zoning district that meets the minimum lot size requirements of the Zoning and Development Code. The Comprehensive Plan's Future Land Use Map shows this area to develop/re-develop in the Residential Low category, (0.5 – 2 dwelling units per acre). The minimum lot size of R-R is 5-acres, which does implement the Comprehensive Plan. The R-E zone also implements the Comprehensive Plan.

This area was annexed as the G Road South Enclave in 2000. Since the annexation of this area, Valley Meadows North Subdivision was developed along with the Burnell Subdivision, which is the subject subdivision of this application, but will become the Rooted Gypsy Farms Subdivision upon approval and recordation of the Plat. The adoption of a Comprehensive Plan that designates this area as Residential Low is a subsequent event that does not invalidate the existing zoning of R-R on the property, therefore 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 property was annexed into the City in 2000 and was given the zone district designation it has today. Since that time, the Valley Meadows Subdivision (North and

East) was constructed in approximately 2005, a subdivision with lot sizes of approximately one-quarter acre and is zoned R-4. Abutting the property are other lots ranging in size from 2 to 5 acres on the north, east and south. The character of this area, especially with the introduction of the Valley Meadows Subdivision supports allowance for lots less than 5 acres in size and therefore staff finds that 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, community facilities and services are available to the property and are currently sufficient to serve the property. These include Ute Water, Xcel Energy, and sewer services within the Persigo 201 boundary. No new construction is proposed that would require the extension of any of these services. Staff finds this criterion has been met.

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

The community as a whole has a little over 185 acres of R-E zoned land. This zone district comprises one percent of the total zoned acres within the City. As the City grows and experiences infill, this zoning designation may not be as desirable for lots closer to the City center that may redevelop. Staff finds that this criterion has not been met.

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

Once the Simple Subdivision is approved, the property owner would clearly benefit from having a lot that is conforming with City standards. In addition, there is benefit to the City to have (and require) lots to be compliant with minimum lot size requirements that also work to implement the City's Comprehensive Plan. The R-E zone district does work to implement the Comprehensive Plan Future Land Use Map which allows for densities in this area to range from one half to two dwelling units per acre. Because the community and area will continue to derive consistency in the plan, the long term benefits remain intact, implementing the Comprehensive Plan. Staff has found this criterion has been met.

Section 21.02.140 of the Grand Junction Zoning and Development Code states that the City may rezone property if the proposed changes are consistent with the vision, goals and policies of the Comprehensive Plan.

Future Land Use Map:

The Comprehensive Plan Future Land Use Map designates the property as Residential Low (0.5 – 2 dwelling units per acre). The request for R-E (Residential Estate) zone district is consistent with the Residential Low designation and works to implement the Comprehensive Plan's Goal 3: The Comprehensive Plan will create ordered and balanced growth and spread future growth throughout the community. R-E zoning is to provide areas for low density, estate-type single-family residential development on lots of at least one acre in size. Staff believes this is an appropriate rezone for this existing home in this location.

### **STAFF RECOMMENDATION AND FINDINGS OF FACT**

After reviewing the Rooted Gypsy Farms Rezone application, RZN-2018-422, a request to rezone from R-R (Residential Rural) to R-E (Residential Estate), the following findings of fact and conclusions have been determined:

1. The requested rezone is consistent with the goals and policies of the Comprehensive Plan.
2. In accordance with Section 21.02.140 of the Zoning and Development Code, the application meets one or more of the rezone criteria.

### **FISCAL IMPACT:**

This land use action does not have any direct fiscal impact. Subsequent actions such as future development and related construction may have direct fiscal impact depending on type of use.

### **SUGGESTED MOTION:**

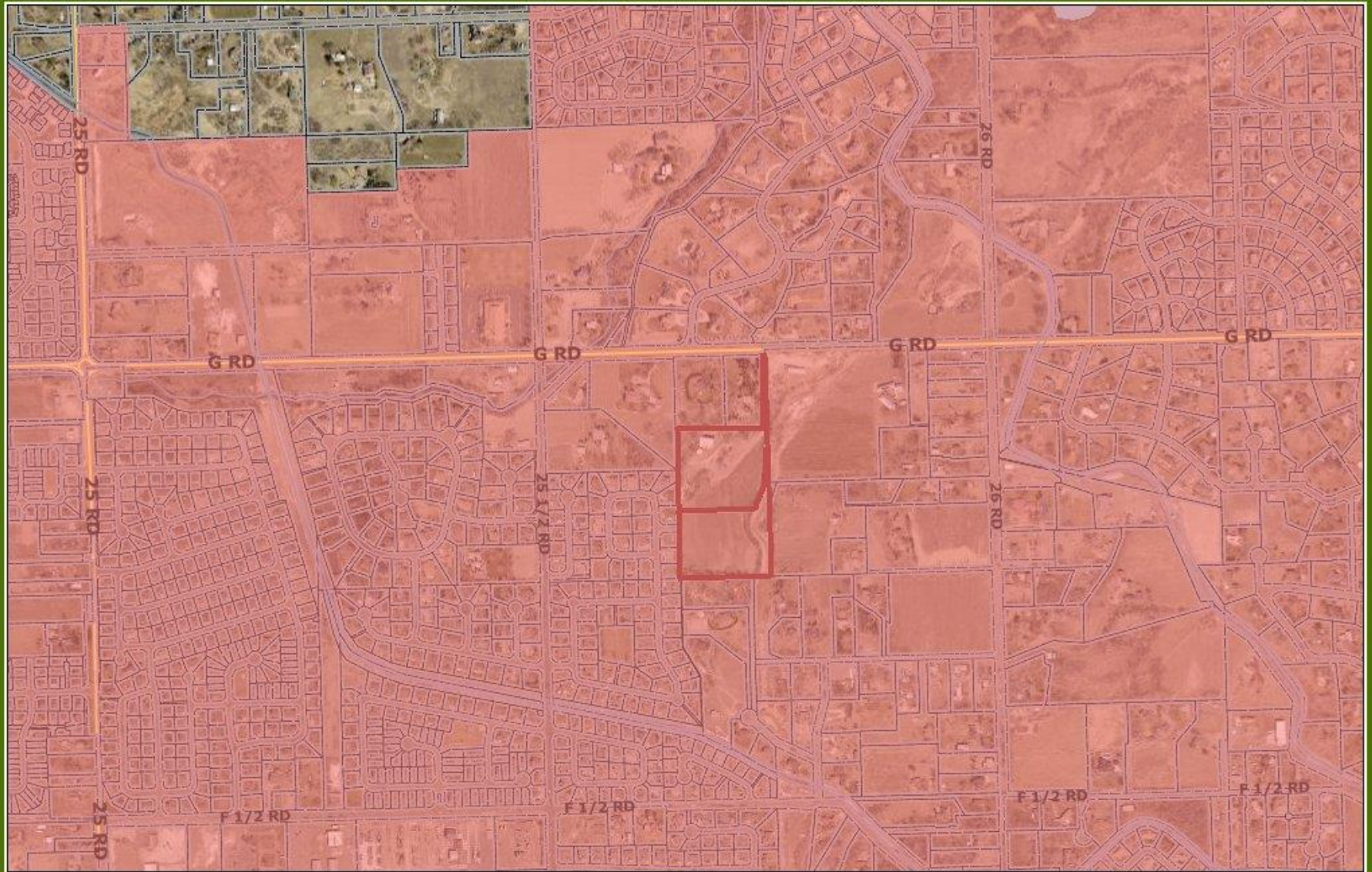
I move to introduce an Ordinance rezoning lot 1, Rooted Gypsy Farms Subdivision, from R-R (Residential Rural) to R-E (Residential Estate), located at 2575 G Road and set a public hearing for October 3, 2018.

### **Attachments**

1. Map Binder1
2. Rezone areas and photos
3. Proposed Ordinance



# Site Location Map - 2476 Tahoe Drive



Printed: 8/30/2018

1 inch = 752 feet





# Aerial Photo Map - 2476 Tahoe Drive



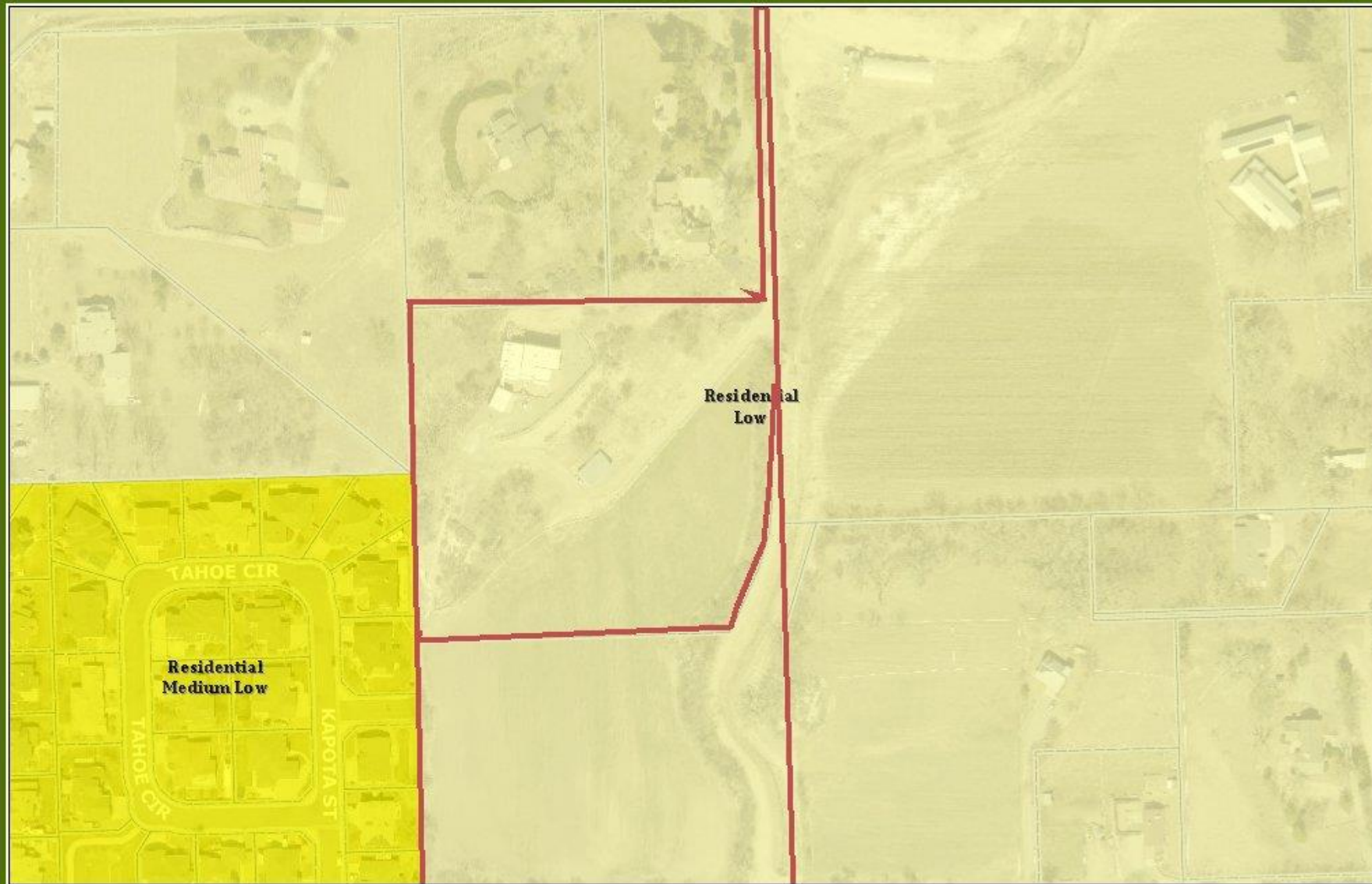
Printed: 8/30/2018

1 inch = 188 feet





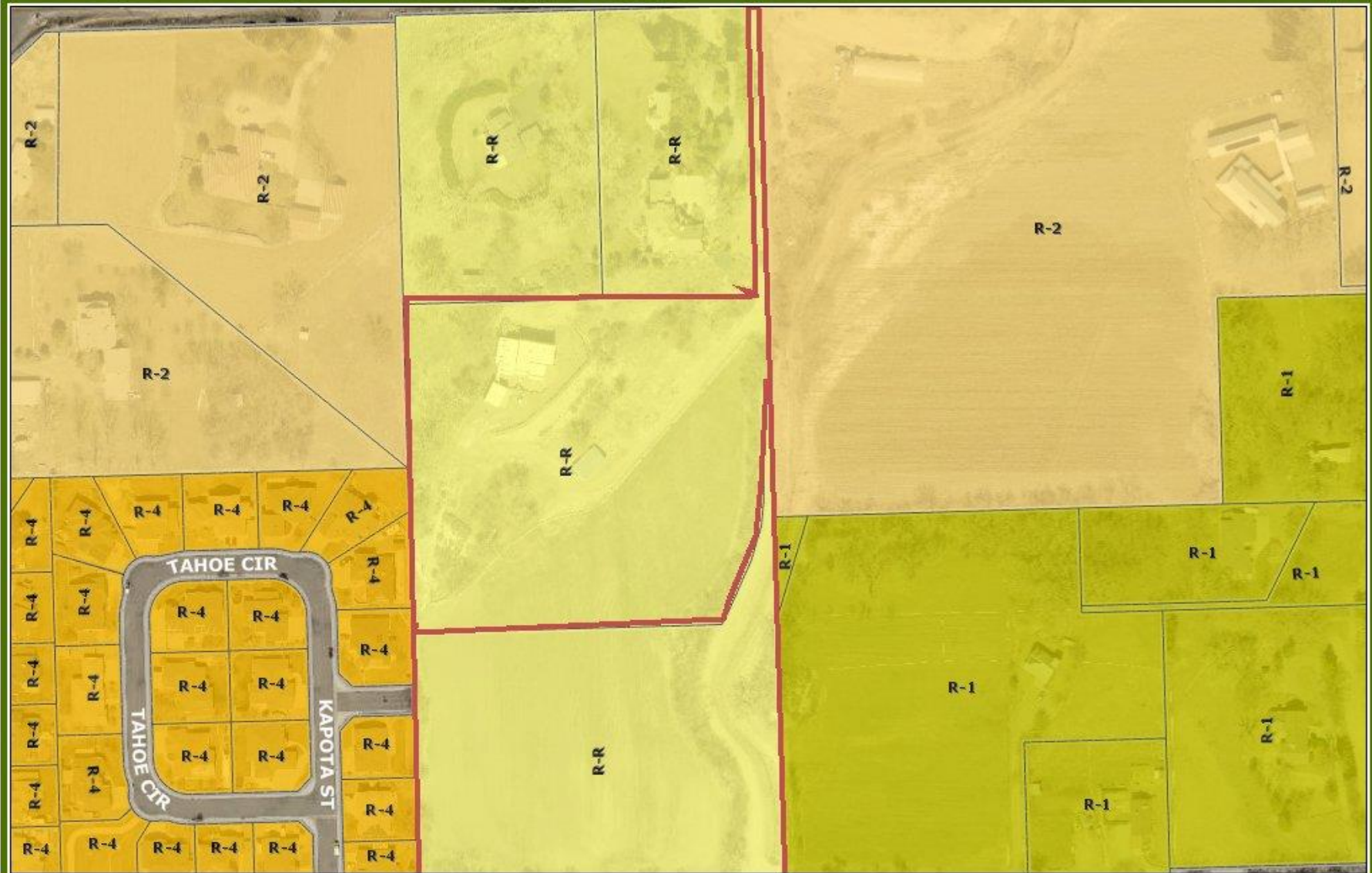
# Comprehensive Plan Future Land Use Map - 2476 Tahoe Drive



Printed: 8/30/2018

1 inch = 188 feet

# Existing City Zoning Map - 2476 Tahoe Drive



Printed: 8/30/2018

1 inch = 188 feet

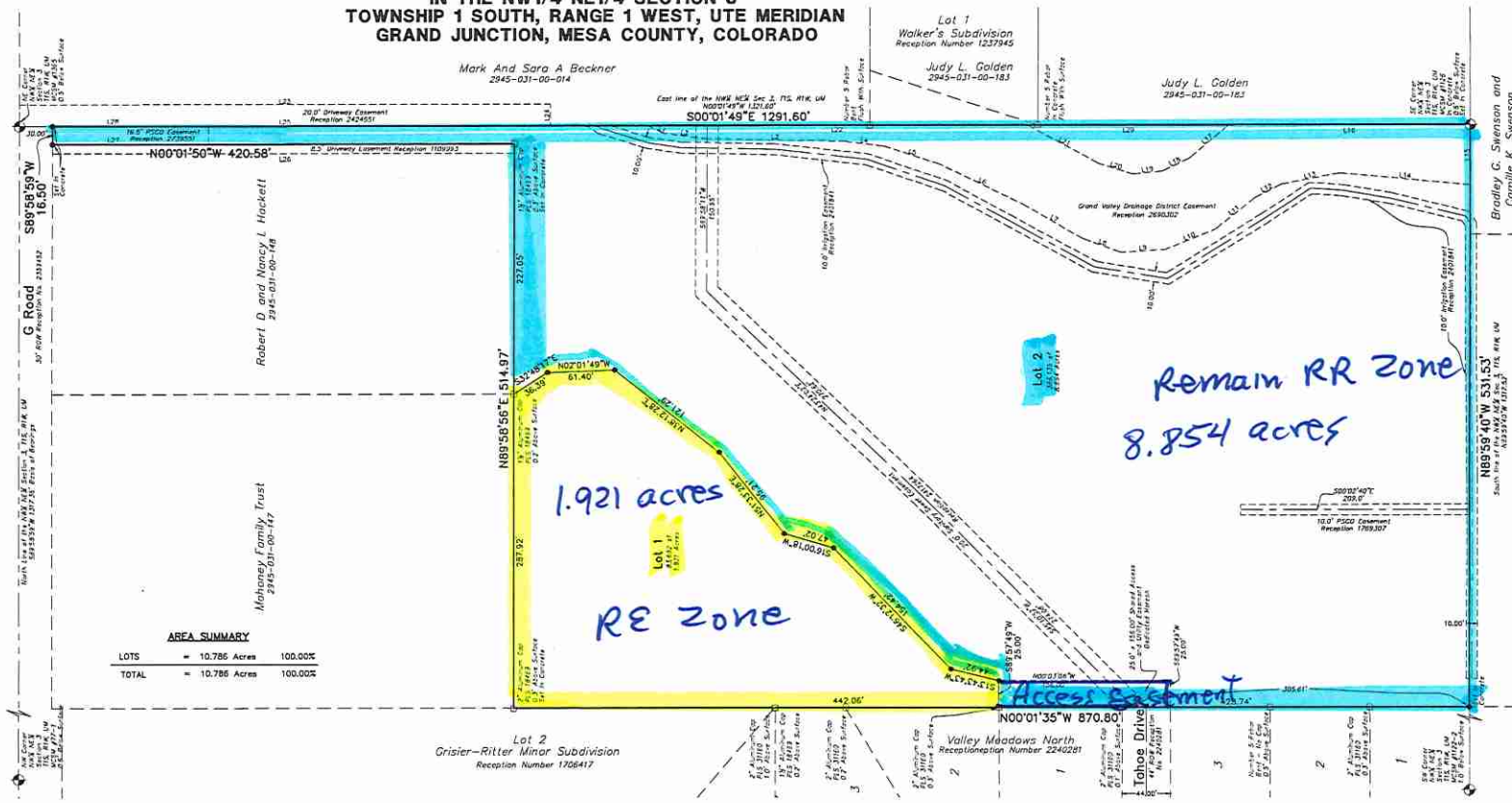




# New Property Configuration

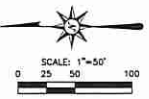
## ROOTED GYPSY FARMS SUBDIVISION

A REPLAT OF  
 LOTS 1 AND 2, BURNELL SUBDIVISION  
 RECORDED AT RECEPTION NUMBER 2696028  
 IN THE NW1/4 NE1/4 SECTION 3  
 TOWNSHIP 1 SOUTH, RANGE 1 WEST, UTE MERIDIAN  
 GRAND JUNCTION, MESA COUNTY, COLORADO

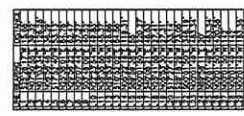


**AREA SUMMARY**

LOTS	= 10.786 Acres	100.00%
TOTAL	= 10.786 Acres	100.00%



- LEGEND**
- ADJUST SURVEY MARKER, AS NOTED
  - SET 2" ALUMINUM CAP ON 30" N.O. 5 REBAR, PLS 38146
  - FOR CRG-28-31-100, FLUSH WITH SURFACE
  - FOUND REBAR, AS NOTED
  - PK NAIL SET IN PAVING
  - DURABLE CAP ON N.O. 5 REBAR TO BE SET AT ALL LOT CORNERS, PRIOR TO SALE OF ANY LOTS, TO COMPLY WITH CRG-28-31-100
  - DELTA ANGLE OF ARC
  - RADIUS OF ARC
  - LENGTH OF ARC
  - CHORD DISTANCE OF ARC
  - CHORD BEARING OF ARC
  - EQUAL SURVEY
  - PERCENT SYMBOL
  - AND SYMBOL
  - UTE MERIDIAN
  - INTERSTATE HIGHWAY SYMBOL
  - STATE HIGHWAY SYMBOL
  - US UNITED STATES
  - N.T.S. NOT TO SCALE
  - CRS COLORADO REVISED STATUTES
  - IN SUBJECT, USED IN LEGAL DOCUMENTS (LATIN - ONE HALF)
  - NUMBER
  - PROFESSIONAL LAND SURVEYOR
  - L.L.C. LIMITED LIABILITY COMPANY
  - A.D. ANNO DOMINI
  - MORE OR LESS
  - DEGREES (ANGULAR)
  - MINUTES (ANGULAR) OR FEET (LINEAR)
  - DECIMALS (ANGULAR) OR INCHES (LINEAR)
  - MESA COUNTY SURVEY MARKER
  - BUREAU OF LAND MANAGEMENT
  - POINT OF BEGINNING
  - POINT OF COMMENCEMENT
  - TOWNSHIP
  - RADIUS OR RANGE (CIRCULAR)



**SURVEYOR'S CERTIFICATION**

I, J. Ben Elliott, do hereby certify that the accompanying plot of ROOTED GYPSY FARMS SUBDIVISION, a subdivision of a part of the City of Grand Junction, Colorado, has been prepared under my direct supervision and represents a field survey of same. To the best of my knowledge and belief, this plot conforms to the requirements for subdivision plots specified in the City of Grand Junction Development code and conforms to the standards of practice, statutes, and laws of the State of Colorado. This survey is not a warranty of warranty, either express or implied.

J. Ben Elliott  
 COLORADO PROFESSIONAL LAND SURVEYOR  
 P.L.S. NO. 2418

**ROOTED GYPSY FARMS SUBDIVISION**  
 NW1/4 NE1/4 SECTION 3  
 T1S, R1W, UTE MERIDIAN  
 GRAND JUNCTION, MESA COUNTY, COLORADO

High Desert Surveying, LLC  
 Grand Junction, Colorado 81503  
 Telephone: 970-254-8649 Fax 970-241-0451

PRICE NO. 18-57  
 DATE: APR. 2018

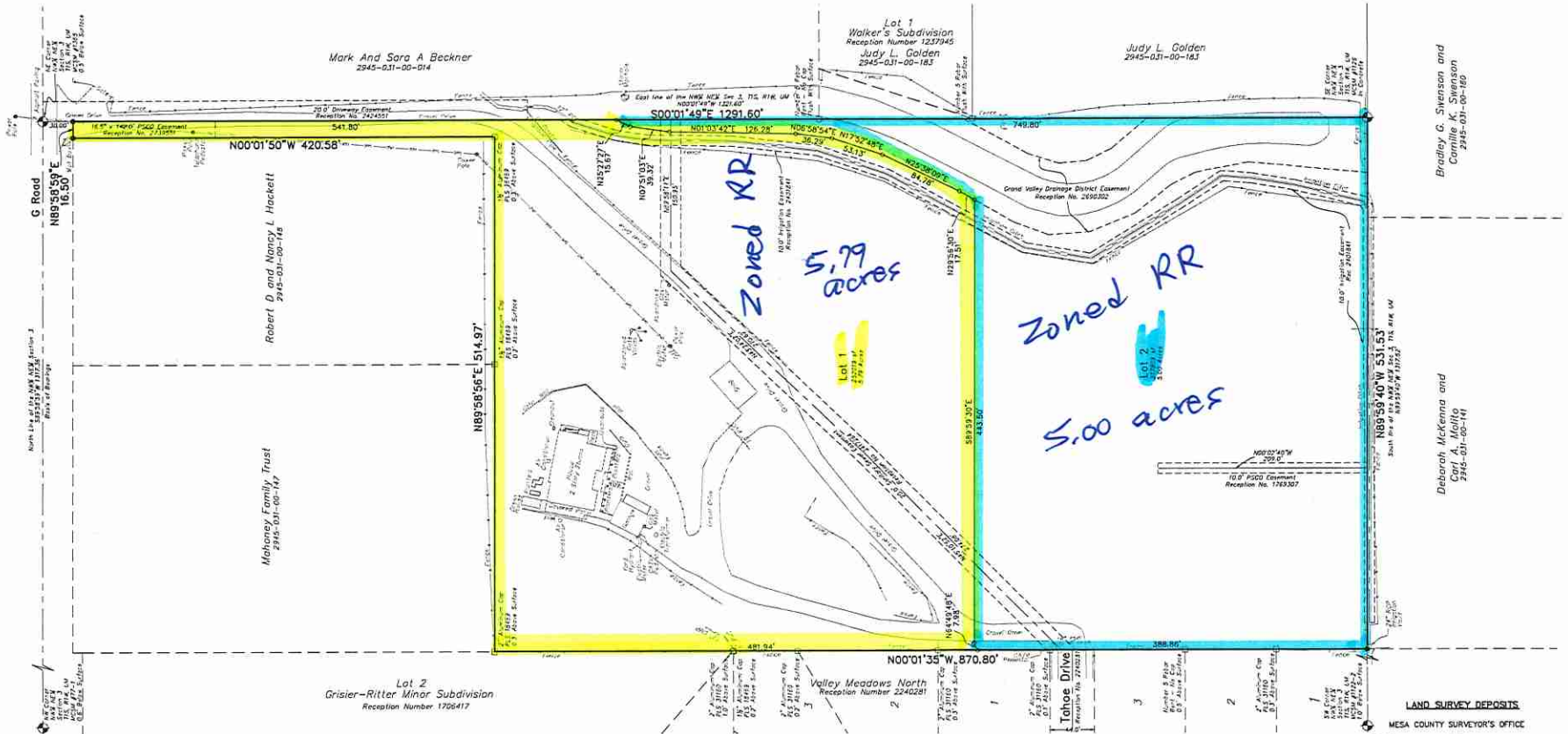
SURVEY/DRAWN/CHECKED  
 SB/BAW/BAW

SHEET 2 OF 2

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

# Current Property Configuration

## IMPROVEMENT SURVEY LOTS 1 AND 2, BURNELL SUBDIVISION, LOCATED IN NW1/4 NE1/4 SECTION 3, T1S, R1W, UTE MERIDIAN GRAND JUNCTION, MESA COUNTY, COLORADO



**DESCRIPTION**

That property located in the Northwest Quarter of the Northeast Quarter (NW¼ NE¼) Section 3, Township 1 South, Range 1 West, of the Ute Meridian in Mesa County, Colorado and being more particularly described as follows:

Lots 1 and 2, Burnell Subdivision, as shown at Reception Number 2696028, Mesa County records.

**GENERAL NOTES**

Easement and Title Information provided by Heritage Title Company, Inc., Policy No. CD-FFAH-IMP-81306-1-17-H0484522, dated March 13, 2017.

Basis of bearings is the North Line of the NW¼ NE¼ Section 3 which bears South 89°28'59" West, a distance of 1317.26 feet, established by observation of the MCGPS control network, which is based on the NAD 83 datum for Horizontal and NAVD 88 datum for Vertical Information. Both monuments on this line are Aliquot Survey Markers, as shown on the face of this plot.

All lineal units shown herein in U.S. Survey feet.

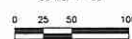
NOTICE: ACCORDING TO COLORADO LAW YOU MUST EXAMINE ANY STATE ACTION AFFECTING ANY INTEREST IN THIS SURVEY PRIOR TO ANY ACTION TAKEN BY YOU OR ANY OTHER PARTY. THIS SURVEY IS BASED UPON THE BEST AVAILABLE INFORMATION AND THE SURVEYOR'S BEST EFFORTS TO LOCATE AND IDENTIFY MONUMENTS. THE SURVEYOR'S LIABILITY IS LIMITED TO THE ACTS OF PROFESSIONAL NEGLIGENCE.

**LEGEND**

- ALIQUOT SURVEY MARKER, AS NOTED
- FOUND REBAR, AS NOTED
- SET 2" ALUMINUM CAP ON 24" No. 5 REBAR, PLS 38146
- CALCULATED POSITION



SCALE: 1"=50'



**SURVEYOR'S CERTIFICATION**

I hereby certify that this plot represents a field survey completed under my direct supervision during June, 2016, and that both have been prepared under my direct supervision and represents a field survey of some. To the best of my knowledge and belief, this plot conforms to the standards of practice, statutes, and laws of the State of Colorado. This survey is not a warranty or warranty, either expressed or implied.

Preliminary

**IMPROVEMENT SURVEY**  
NW¼ NE¼ SECTION 3  
T1S, R1W, UTE MERIDIAN  
JUNCTION, MESA COUNTY, COLORADO

High Desert Surveying, LLC  
1673 Highway 50, Unit C  
Grand Junction, Colorado 81503  
Telephone: 970-254-8649 Fax 970-241-0451

DATE: June, 2016	DRAWN BY: J. Ben Elwell	CHECKED BY: J. Ben Elwell	SHEET: 1
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**LAND SURVEY DEPOSITS**

MESA COUNTY SURVEYOR'S OFFICE  
BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
DATE \_\_\_\_\_  
DEPOSIT NO. \_\_\_\_\_

Prepared for:  
Mark Beckner



# Tahoe Drive access





# Site Photo



© 2018 Pictometry

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE REZONING LOT 1, ROOTED GYPSY FARMS SUBDIVISION,  
FROM R-R (RESIDENTIAL RURAL) TO R-E (RESIDENTIAL ESTATE)**

**LOCATED AT 2575 G ROAD**

Recitals

After public notice and public hearing as required by the Grand Junction Municipal Code, the Grand Junction Planning Commission recommended approval of zoning 2575 G Road (future 2476 Tahoe Drive) to the R-E (Residential Estate) zone district finding that it conforms with the recommended land use category as shown on the future land use map of the Comprehensive Plan and the Comprehensive Plan's goals and policies and is generally compatible with land uses located in the surrounding area. The zone district meets the criteria found in Section 21.02.140 of the Grand Junction Municipal Code.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the R-E (Residential Estate) zone district is in conformance with the stated criteria of Section 21.02.140 of the Grand Junction Municipal Code.

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

The following property be zoned R-E (Residential Estate).

2575 G Road (future address of 2476 Tahoe Drive)

Lot 1, Rooted Gypsy Farms Subdivision, recorded at Reception Number \_\_\_\_\_ Drawer

CONTAINING 83,692 Square Feet or 1.921 Acres, more or less, as described.

**INTRODUCED** on first reading the \_\_\_\_ day of \_\_\_\_, 2018 and ordered published in pamphlet form.

**ADOPTED** on second reading the \_\_\_\_\_ day of \_\_\_\_\_, 2018 and ordered published in pamphlet form.

ATTEST:

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

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



## Grand Junction City Council

### Regular Session

Item #2.a.ii.

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**Meeting Date:** September 19, 2018

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

**Department:** Community Development

**Submitted By:** Scott D. Peterson

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### **Information**

#### **SUBJECT:**

Introduce an Ordinance Rezoning Timberline Bank Property from C-1 (Light Commercial) to M-U (Mixed Use), Located at 649 Market Street, and Set a Public Hearing for October 3, 2018

#### **RECOMMENDATION:**

The Planning Commission will hear and provide a recommendation on this request at their September 25, 2018 meeting.

#### **EXECUTIVE SUMMARY:**

The Applicant, Timberline Bank, is requesting a rezone of an 8.27-acre parcel of land located at 649 Market Street from C-1 (Light Commercial) to the M-U (Mixed Use) zone district in anticipation of future commercial development. The requested M-U zone district is consistent with the Comprehensive Plan Future Land Use designation of Village Center for the property.

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

##### **BACKGROUND**

The subject property is located at 649 Market Street (Lot 1, Canyon View Marketplace). The property is currently vacant, undeveloped land and is bounded on three-sides by 24 Road, F ½ Road and Market Street. The Applicant is requesting to rezone the property to M-U (Mixed Use) from its current zoning of C-1 (Light Commercial). The property is currently owned by WTN COEX RP LLC, however the Applicant is interested in purchasing and developing the property in order to locate and construct their new corporate bank headquarters building on this site. In addition, the Applicant



intends to market/develop the remaining portion of the property to other potential tenants. The Applicant is requesting a rezone to M-U to be able to utilize the zone district's performance and bulk standards, specifically to increase the overall building height and stories allowed from the C-1 maximum height requirement of 40 feet and three stories, to 65 feet in height and five stories in the M-U zone district.

Properties adjacent to the subject property to the east and south are the Regal 14 Theaters and City Market grocery store, both zoned C-1 (Light Commercial). To the west are general commercial properties zoned C-2. To the north, across F ½ Road is Grand Junction Subaru and Volkswagen, zoned M-U (Mixed Use).

The property is also located within the 24 Road Corridor Design Standards and Guidelines area and would be required to meet all applicable requirements for the design standards for the corridor at the time of site development.

### **NOTIFICATION REQUIREMENTS**

A Neighborhood Meeting was held on June 14, 2018 consistent with the requirements of Section 21.02.080 (e) of the Zoning and Development Code. Only one citizen along with the Applicant's representative and City planning staff were in attendance. No objections to the proposed rezone were raised, nor has community development staff received, to date, any correspondence from adjacent property owners concerning this rezone request.

Notice was completed consistent to the provisions in Section 21.02.080 (g) of the City's Zoning and Development Code. Mailed notice of the Planning Commission Public Hearing, in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property on September 14, 2018 as well as those in attendance at the neighborhood meeting. The subject property was posted with an application sign on July 3, 2018 and notice of the public hearing was published September 18, 2018 in the Grand Junction Daily Sentinel.

### **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 Comprehensive Plan includes a Future Land Use Map which identifies this property to be designated as Village Center. Both the Applicant's proposed zoning of M-U as well as the existing zoning of C-1, implements the Future Land Use Map designation of Village Center. The existing zoning of C-1 continues to be a valid zoning

under the Comprehensive Plan. Staff has not found other subsequent events to have invalidated the original premise of the existing zoning, therefore 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 City has seen the land use character within the immediate vicinity of the proposed rezone begin to develop in recent years with the development of several new commercial projects including Grand Junction Subaru and Volkswagen, two additional hotels, and the Community Hospital campus. The Applicant's proposed commercial development will further enhance these multi-story developments by the construction of a new commercial bank building along with the potential of additional commercial/mixed-use development on the subject parcel. In addition, the M-U zone district does not allow for uses such as vehicle repair services, drive throughs for restaurants or retail, or indoor uses with outdoor storage. The prohibition of these types of uses are generally more aligned with recent business developments in this corridor/area.

Staff therefore finds that the changing character and condition of the area supports and is consistent with the uses and bulk standards allowed within the M-U zone district and is also consistent with the Comprehensive's Plan designation of this area as a Village Center.

(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 commercial/mixed-use land uses allowed in the M-U zone district. Ute Water and City sanitary sewer are presently located within the Market Street and F ½ Road rights-of-way. The property can also be served by Xcel Energy electric and natural gas. Access to additional commercial facilities, retail, offices and restaurants, etc., can be accessed from either 24 Road, Market Street and F ½ Road. Grand Valley Transit also provides bus service stops along Market Street adjacent to City Market. Therefore, Staff has found there to be adequate public and community facilities available to serve the M-U zone district and its potential uses 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

The M-U zone district is a zone that works to implement the Village Center designation of the Comprehensive Plan Future Land Use Map. Its purpose is to provide for a mix of

light manufacturing and office park employment centers, retail service and multi-family residential uses. There is approximately 22,018 acres of land located within the City limits of which approximately 299 acres, or less than one-percent, is zoned M-U. The current zoning designation on the property of C-1 comprises over 1,171 acres or five-percent of the total acreage within the City limits. The M-U designation allows modest variations in types of uses as well as different bulk standards that allow for taller buildings compared to the C-1 zone district. The ability for commercial buildings to exceed 3 stories in height in this area appears to be desirable as the recent construction of a new hotel(s) and the Community Hospital indicate (4 stories), which would support the designation of additional land to a M-U zone district.

Other zone districts would also accommodate this use and the desired height and include the B-2, CSR, M-U, BP, I-O zone districts, however when compared to the districts that implement the Village Center designation, the only available zone district is M-U. The only area within the City that retains a M-U zone district designation is the area directly to the north of this site in the land directly south and west of I-70 and flanking both sides of 24 Road and between G Road and F 12/ Road. Because there is limited area designated for the M-U designation and the implementation of the desired land use, Staff 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 rezone by creating an opportunity for the land to be developed with a building height in excess of 40 feet which is the current maximum building height. Increasing building height allows a property owner to build more square footage in a building without increasing the land required for the development. This generally increases the development of more compact urban form and helps maximize the utilization of commercial lands within the City. The M-U zone district allows up to 65 feet in height. In addition, the community will benefit by the ability of the applicant to expand their business presence in the community as they develop their new corporate headquarters building while also having the ability to sell/lease the remaining portions of the property to companies or businesses wishing to expand or develop in the area that will expand employment opportunities for the community.

The Future Land Use designation of Village Center contemplates a mix of employment, residential, service, park and retail uses at a higher density and intensity of development and is best implemented by the M-U zone district that has a similar purpose. While the uses allowed in M-U are similar to those allowed in C-1, M-U does not allow for outdoor storage related to indoor operations or commercial use (retail and restaurant) with drive throughs, more in keeping with the vision of the 24 Road Corridor as established in the 24-Road Corridor Plan. Further, the M-U zone district provides

additional commercial/mixed use opportunities at appropriate densities and intensities near existing commercial centers and is also within easy access of both necessary infrastructure and community amenities and connectivity. 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 A: To create large and small “centers” throughout the community that provide services and commercial areas.

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

Policy A: Through the Comprehensive Plan policies the City and County will improve as a regional center of commerce, culture and tourism.

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

### **STAFF RECOMMENDATION AND FINDINGS OF FACT**

After reviewing the Timberline Bank Rezone, RZN-2018-334, a request to rezone 8.64 acres from C-1 (Light Commercial) to M-U (Mixed Use) 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.

Therefore, Staff recommends approval of the request to rezone the property located at 649 Market Street from C-1 (Light Commercial) to M-U (Mixed Use) zone district.

**FISCAL IMPACT:**

This land use action does not have any direct fiscal impact. Subsequent actions such as future development and related construction may have direct fiscal impact depending on type of use.

**SUGGESTED MOTION:**

I move to introduce an Ordinance rezoning 8.27 acres of land located at 649 Market Street from C-1 (Light Commercial) to M-U (Mixed Use) and set a public hearing for October 3, 2018.

**Attachments**

1. maps
2. Timberline Bank Rezone Ordinance

# Site Location Map

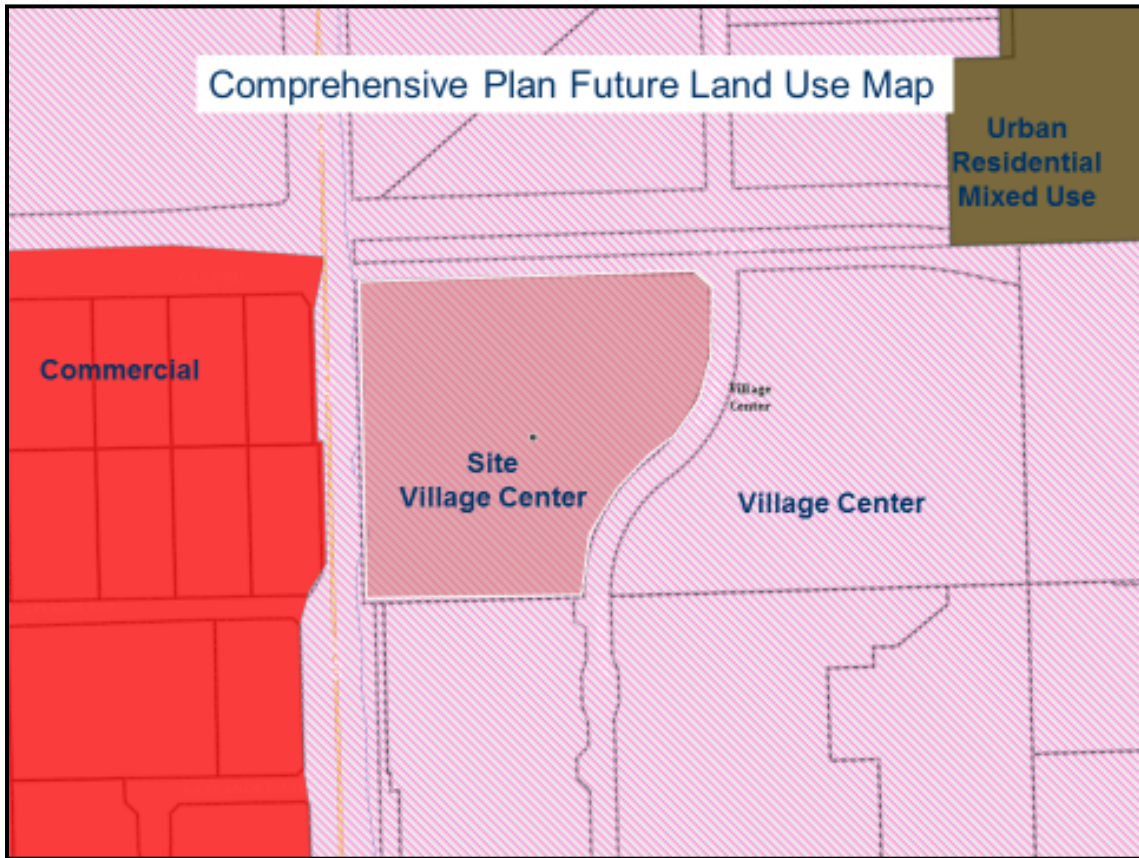


# Aerial Photo Map

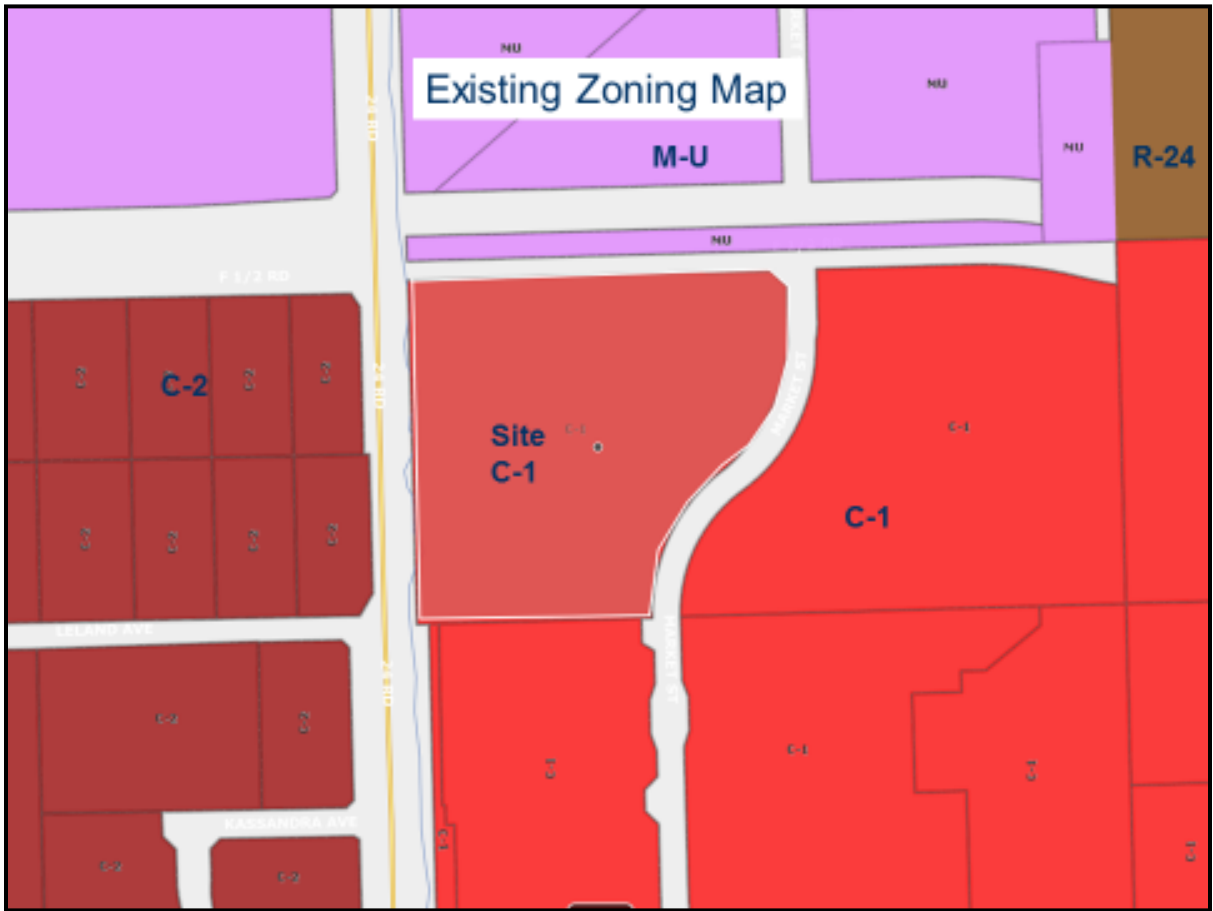




# Comprehensive Plan Future Land Use Map

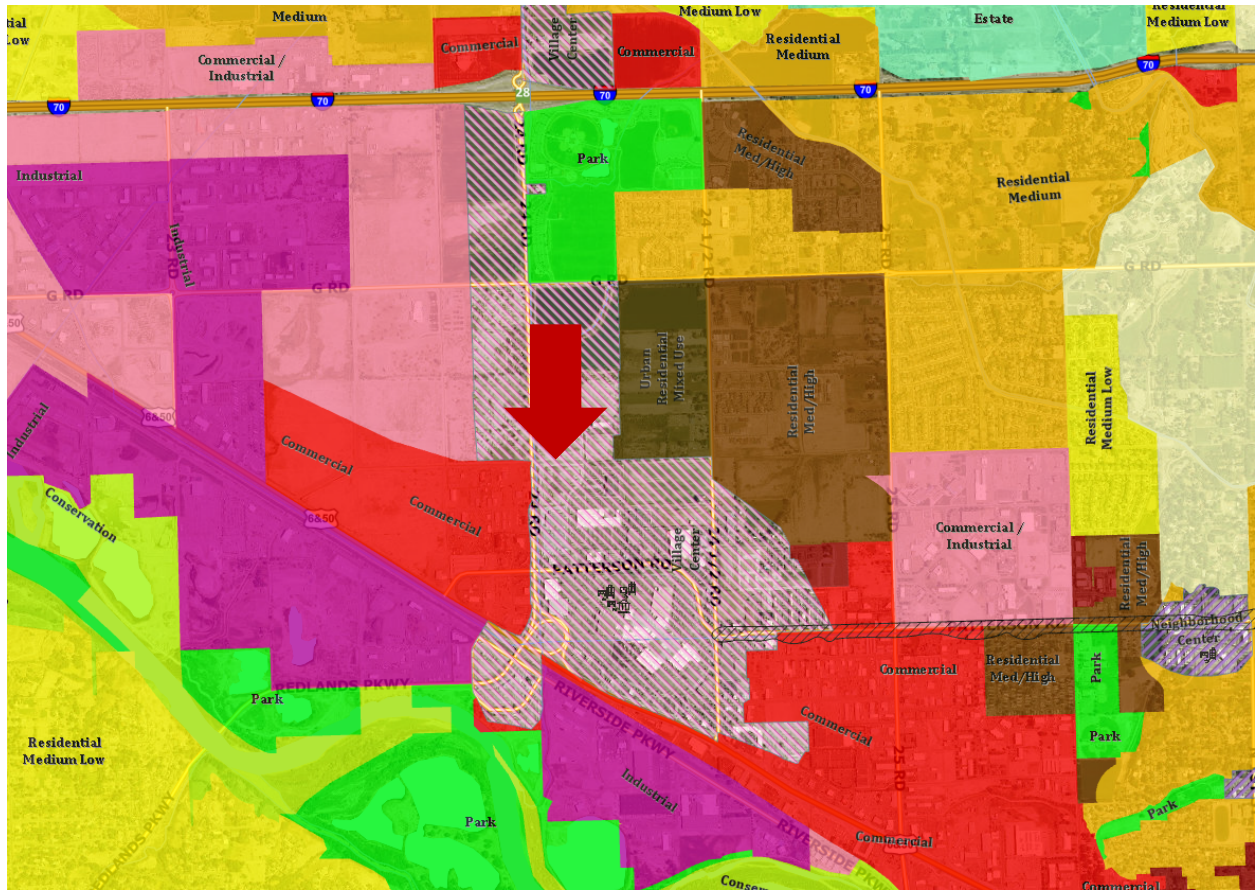








# Comprehensive Plan – Vicinity Map





**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE REZONING TIMBERLINE BANK PROPERTY FROM C-1 (LIGHT COMMERCIAL) TO M-U (MIXED USE)**

**LOCATED AT 649 MARKET STREET**

Recitals

After public notice and public hearing as required by the Grand Junction Municipal Code, the Grand Junction Planning Commission recommended approval of rezoning 649 Market Street to the M-U (Mixed Use) zone district finding that it conforms with the recommended land use category as shown on the future land use map of the Comprehensive Plan and the Comprehensive Plan's goals and policies and is generally compatible with land uses located in the surrounding area. The zone district meets the criteria found in Section 21.02.140 of the Grand Junction Municipal Code.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the M-U (Mixed Use) zone district is in conformance with the stated criteria of Section 21.02.140 of the Grand Junction Municipal Code.

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

The following property be zoned M-U (Mixed Use).

Lot 1 Canyon View Marketplace

CONTAINING 8.64 Acres.

**INTRODUCED** on first reading the \_\_\_ day of \_\_\_, 2018 and ordered published in pamphlet form.

**ADOPTED** on second reading the \_\_\_\_\_ day of \_\_\_\_\_, 2018 and ordered published in pamphlet form.

ATTEST:

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

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



## Grand Junction City Council

### Regular Session

Item #2.a.iii.

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**Meeting Date:** September 19, 2018

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

**Department:** Community Development

**Submitted By:** Scott D. Peterson

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### **Information**

#### **SUBJECT:**

Introduce an Ordinance Rezoning Elevation 4591 to PD (Planned Development) with a Default Zone of R-8 (Residential, 8 du/ac) and an Outline Development Plan for 18 Residential Units on 3.23 Acres, Located at 2524 F 1/2 Road and Set a Public Hearing for October 3, 2018

#### **RECOMMENDATION:**

The Planning Commission will hear and provide a recommendation at their September 25, 2018 meeting.

#### **EXECUTIVE SUMMARY:**

The Applicant, Chronos Property LLC, is requesting a rezone to Planned Development (PD) with an R-8 (Residential – 8 du/ac) default zone district as well as the approval of an Outline Development Plan (ODP) for Elevation 4591, a residential subdivision. The proposed plan will develop 16 single-family detached lots with one additional lot proposed for a two-family attached dwelling unit for a total of 18 dwelling units on 3.23 acres. The Outline Development Plan establishes specific performance standards that the development will be required to meet and conform with through each development phase, as authorized by Section 21.02.150 (b) of the Zoning and Development Code. The project is located at 2524 F ½ Road.

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

##### **BACKGROUND**

The Zoning and Development Code (“The Code”) sets the purpose of a Planned Development (PD) zone and enables the PD to be used for unique single-use projects

where design flexibility is desired and is not available through application of the standards established in Chapter 21.03 GJMC. The Code provides Planned Development zoning should be used when long-term community benefits will be derived and the vision, goals and policies of the Comprehensive Plan can be achieved.

The subject property is currently vacant unplatted land with the exception of a manufactured home which is proposed to be removed prior to subdivision development. Current zoning is PD (Planned Development) with a default zone of R-8 (Residential – 8 du/ac).

A previous ODP (City file #PP-2007-169) for this property was approved in May 2008 by the City Council for a project with 12 single-family detached lots, however, that plan has since lapsed. A new application was submitted in 2017 to develop a total of 21 dwelling units on the property with an overall project density of 6.50 dwelling units an acre. The Plan received a recommendation from Planning Commission for approval, however the plan was not approved by City Council at their May 2, 2018 meeting. Main issues expressed by neighbors during the hearing included the number of units proposed, building heights and ground-water/drainage issues. The property owner subsequently modified the plan and has applied for a new Planned Development zone district with a default zone of R-8 (Residential – 8 du/ac) to provide for 18-residential units on 17 lots for a project density of 5.57 dwelling units per acre. The new ODP application is made by the applicant to hopefully address the concerns expressed by the neighborhood.

The property was annexed into the City in 2000. The 3.23-acre parcel is a challenging property to develop due to its long narrow design of approximately 120 feet wide by 1,300 feet in length. The site is bounded on the west by Diamond Ridge Subdivision, Filing 2 (4.92 du/ac) and on the east by Westwood Ranch, Filing Two (5.44 du/ac). Valley Meadows Subdivision (2.67 du/ac) is directly to the north with Colonial Heights Subdivision (3.58 du/ac) to the northwest. The only access to the Applicant's property is from F ½ Road. The property is also bounded on the north by an existing irrigation canal which is operated by Grand Valley Irrigation Company.

This parcel is bordered on all sides by existing development that has occurred over the years. Generally, sites such as these are considered "infill" sites and generally sit vacant because they were considered of insufficient size for development, property owners were unwilling to sell or want to work with developers or because there were other more desirable or less costly sites for development. The subdivisions on either side of the proposed development were not required to stub streets to the property lines for access to this parcel due to the previous property owner's demands, which has left the site constrained for access.

### **Establishment of Uses**

The Plan allows only single-family detached units on Lots 1-16 with one two-family attached dwelling proposed for Lot 17.

### **Density**

The proposed density of the subdivision is 5.57 dwelling units per acre (18 dwelling units on 3.23 acres). The Comprehensive Plan Future Land Use Map designates this property as Residential Medium (4 – 8 du/ac). The Applicant is requesting a default zone of R-8, which has a minimum density of 5.5 and a maximum density of 8 dwelling units/acre.

### **Access**

The only public access available to this property is from F ½ Road. The internal street design was reviewed and approved by the City's engineering team as an alternative street standard (30 feet right-of-way including curb, gutter, sidewalk on the east side with 22.5 feet of asphalt width) with the condition that the Applicant provide sufficient parking. To meet the required parking (18 off-lot stalls) the Applicant has provided a total of 30 off-lot parking spaces (14 spaces within proposed Tract D and 16 on-street parking spaces). As part of the alternative streets review, the City's engineering team only allowed for on-street parking on one side of the street (east side). Each lot will contain the minimum required 2 off-street parking spaces (one in garage and one in driveway) as consistent with Section 21.06.050 (c) of the Zoning and Development Code.

A TEDS Exception (Transportation Engineering Design Standards) was also approved by the City to allow a dead-end street to be longer than the Code provision of 750 feet, provided that a Fire Department turn-around was installed (proposed Tract C). The Applicant proposed a dead-end street to be approximately 835 feet in length.

### **Open Space and Pedestrian Amenities**

Tract E is located adjacent to F ½ Road at the subdivision entrance and provides for the installation of a park bench/shelter, picnic shelter and a separate school bus shelter for the usage of the neighborhood. Tract E will also contain an underground stormwater detention facility to optimize above ground landscaped open space (turf grass, trees and shrubs).

Within Tract B, at the north end of the property adjacent to the GVIC canal, the Applicant will dedicate and construct a 10-foot wide concrete trail for public use within a 15-foot public trail easement as required by the Urban Trails Master Plan. This trail connection would connect with other City owned open space in the area along the canal, north of Westwood Ranch Subdivision and within the Colonial Heights Subdivision to the northwest.

Tract B (0.16-acres) has been included in the proposed subdivision's open space

which would connect to open space areas already owned by the City of Grand Junction adjacent to the canal. As part of the ODP request, the Applicant will dedicate and construct a 10 feet wide concrete trail within a 15 feet public trail easement as required by the Urban Trails Master Plan adjacent to the existing irrigation canal.

### **Phasing**

The Applicant is proposing to develop the subdivision in a single phase with the final plat being filed on or before December 31, 2021.

### **Lot Layout**

All proposed single-family detached lots are 3,441 sq. ft. in size with the exception of the two-family attached dwelling lot which will be 11,320 sq. ft. in size. The default zoning district of R-8 allows for a minimum lot size of 3,000 sq. ft. for detached single-family and 6,000 sq. ft. for a two-family dwelling.

### **Landscaping & Fencing**

Landscaping including trees and shrubs will be provided within proposed Tracts B, C, D and E, per Code requirements. Six-foot tall privacy fencing will be provided where fencing does not currently exist which is along the south side of proposed Lot 1 to help screen and buffer the property from F ½ Road and along the west property line to screen the property adjacent to 2522 F ½ Road. Six-foot tall privacy fencing will also be installed on the eastside of the property adjacent to the existing open space tract area located within Westwood Ranch subdivision at the northern end of the property. Additional fencing will not be required adjacent to Westwood Ranch nor Diamond Ridge Subdivision's since these existing properties already contain privacy fencing along their backyards adjacent to the Applicant's property. All proposed tracts of land will be conveyed to and maintained by the proposed Homeowner's Association with exception of Tract A that will be conveyed to GVIC.

### **Subdivision Signage**

The Applicant is proposing to have one subdivision sign located at the subdivision entrance. Subdivision signage will be placed in an HOA tract that abuts the public right-of-way (proposed Tract E) and will not exceed 8 feet in height and 32 square feet in size as is consistent with Section 21.06.070 (h) (1) of the Zoning and Development Code.

### **Long-Term Community Benefit**

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



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

The Applicant provided justification within their application that addressed all of the above listed long-term benefits. However, in review of the project, City Staff supports the finding that three of the seven long-term community benefits are met with this proposed development application:

#3 Greater quality and quantity of public and/or private open space. The Applicant intends to provide a landscaped open space tract (proposed Tract E – 0.17 acres) with amenities such as bench and picnic shelters and school bus shelter in an area that will also function as a detention facility (with underground detention to allow the surface to be utilized as active open space) which will all be owned and maintained by a homeowners' association. The installation of the proposed shelters/benches and underground detention facility are not required by Code and will serve as a community amenity for the subdivision.

In order to maximize the open space provided, the Applicant has designed the detention facility to be underground so that the surface may be utilized as active open space without regard to if and when the detention basin is filled with stormwater. The Applicant notes that with these amenities they will create a more desirable residential community and will add additional value to the greater community. The Code requires only a minimum 14-foot landscaping strip along F ½ Road, however the additional 75 feet of open space identified within Tract E is in excess of Code requirements (6,565 sq. ft.) The Code also does not require the detention basin be buried. This feature will ensure uninterrupted use of the surface area as usable open space thereby providing for a greater quality of open space within the development.

#5 Needed housing types and/or mix. The Applicant is proposing to build homes that range between approximately 800 to 1,300 square feet on small lots that will require little to no maintenance. Recent conversations by the Applicant with local realtors indicate that there is a strong, local market demand for smaller, modern, wireless technology homes on small lots requiring little to no maintenance. There are very few homes in the local housing inventory or with new construction that meet this demand. Consequently, it has been represented that when this type of housing becomes available on the local market, they are immediately sold.

Concerning the changing housing market, the Grand Junction Comprehensive Plan states that “as the baby-boomer generations reach retirement age, the housing market is reflecting a desire for smaller yards, or no yards to maintain at all. At the same time, a younger generation is discovering the benefits of urban living: shorter commute times, more activities and less expensive housing. As a result of both of these trends, there is a resurging interest throughout the U.S. for smaller homes, townhomes, condominiums and urban living. Under these circumstances, providing opportunity for a variety of housing types (including higher density units) is sound, sustainable planning strategies to accommodate market pressure. (See Guiding Principle 3: Housing Variety – Comprehensive Plan document)”

The proposed housing product is a needed housing type and an important part of providing a mix of housing options within the City.

#6 Innovative Designs. The Applicant is proposing to build homes that range between 800 to 1,300 sq. ft. in size on smaller lots that require little maintenance. Recent planning and housing trends nationwide indicate that as the baby-boomer generation ages, the housing market is reflecting a desire for smaller yards and homes. At the same time, the younger generation is also discovering the benefits of urban living with shorter commute times, living closer to City amenities and more moderately size homes.

The Applicant has commissioned an architect to design three model homes that seek to meet the strong, local market demand for smaller housing. Color renderings have been attached as an Exhibit to show what the homes will look like. The Applicant provides the following regarding the innovative design of their housing product “The exterior will be a compilation of metal, composite and stone façade for a modern look but with low maintenance requirements. The homes will be equipped with wireless technology to control thermostats, lighting, entertainment technology and garage doors. Interior finishes will be high end, modern materials such as quartz countertops, plank flooring and modern cabinets with splashes of industrial hardware to accent the modern look of the homes. Landscaping will combine a limited amount of grass in the front yards (optional) with xeric plant materials and a split rail fence. The rear yard will be restricted to not more than 25% turf and will be landscaped with one tree to provide additional privacy when the tree has matured. The use of solar panels is currently being explored and will be installed with each home if it is not cost prohibitive. Provision of smaller, energy efficient, technology smart homes that are in great demand in the Grand Valley may be the most significant community benefit offered by the Elevation 4591 development.”

The site as designed also offers an innovative design by maximizing the odd dimensions of the lot, providing for smaller lot sizes, providing for parking pods, and

narrowing the street while meeting densities ranges as provided in the Comprehensive Plan.

**Default Zone and Deviations**

The Applicant is proposing to utilize the dimensional standards for the R-8 (Residential – 8 du/ac) zone district with four (4) variations that would be more restrictive than current Code requirements including and as shown in the following table:

- 1) Increasing above the minimum requirement, the rear yard setback from 10 feet to 20 feet;
- 2) Decreasing the maximum building height from 40 feet to 24 feet;
- 3) Increasing above the minimum requirement, the lot area from 3,000 to 3,400 sq. ft.; and
- 4) Increasing above the minimum requirement, the side yard setback along the west property line of proposed Lot 17 from 5 feet to 15 feet.

Dimensional Standard	R-8	Proposed ODP
Front yard setback (Principal/Accessory)	20'/25'	Same
Side yard setback (Principal/Accessory)	5'/3'	15' on W property line of lot 17 only
Rear yard setback (Principal/Accessory)	10'/5'	20'/5'
Maximum building height	40'	24'
Maximum lot coverage	70%	Same
Minimum lot area	3,000 s.f.	3,400 s.f.
Minimum lot width	40'	Same

The proposed variations come as a result of the Applicant addressing some of the concerns expressed by area resident’s regarding homes being located close to their existing fences, back yards and the blockage of current views of what could be constructed under the R-8 zone district as far as a maximum building height.

**Deviations**

Section 21.05.040 (g) of the Zoning and Development Code allows for the Planning Commission to recommend the City Council deviate from the default district standards subject to the provision of any of the community amenities as identified below. In order for the Planning Commission to recommend and the City Council to approve the deviation, the listed amenities to be provided shall be in excess of what would

otherwise be required by the code. These amenities include:

1. Transportation amenities including, but not limited to, trails other than required by multimodal plan, bike or pedestrian amenities or transit oriented improvements, including school and transit bus shelter;

The Applicant has provided a covered school bus shelter to the open space area (proposed Tract E of .17 acres) at the entrance to the development adjacent to F ½ Road. The shelter will be constructed on a concrete pad with covered shelter for use by children waiting for school buses. The school bus shelter facility is not required by the Code and as such are in excess of what would otherwise be required.

2. Open space, agricultural land reservation or land dedication of 20% or greater;

The Applicant is not proposing to dedicate 20% or greater of the site for the purposes of open space or agricultural land reservation/dedication.

3. Community facilities for provision of public services beyond those required for development within the PD;

The Applicant is not proposing to provide any traditional community facilities for the provision of public service.

4. The provision of affordable housing for moderate, low and very low income household pursuant to HUD definitions for no less than 20 years; and

The Applicant is not proposing to provide any affordable housing for moderate, low or very low households consistent with HUD definitions for these households.

5. Other amenities, in excess of minimum standards required by this Code, that the Council specifically finds provide sufficient community benefit to offset the proposed deviation.

A direct benefit to the adjacent neighborhood will be the increased rear yard setback from 10 feet to 20 feet and the reduction of the maximum building height from 40 feet to 24 feet. The Applicant is also increasing the side yard setback along the west property line of proposed Lot 17 only from 5 feet to 15 feet. The proposed increase of the minimum setbacks comes as a direct result of discussions with area residents during the Neighborhood Meeting at which time residents expressed concern with homes being located close to their existing fences and with the maximum height allowed by the R-8 zone district. Both the rear and side yard setbacks and lowering of building height are restrictions in excess of minimum standards and provide a direct benefit to the surrounding neighborhood.

## **NOTIFICATION REQUIREMENTS**

A Neighborhood Meeting regarding the proposed Outline Development Plan (ODP) was held on June 20, 2018 in accordance with Section 21.02.080 (e) of the Zoning and Development Code. The Applicant's representative and City staff were in attendance along with over 21 citizens. Comments and concerns expressed by the attendees centered on the proposed density of the development, increased traffic on F ½ Road, drainage concerns, building setbacks and height, etc.

Notice was completed consistent to the provisions in Section 21.02.080 (g) of the City's Zoning and Development Code. Mailed notice of the Planning Commission Public Hearing, in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property on September 14, 2018. The subject property was posted with an application sign on July 20, 2018 and notice of the public hearing was published September 18, 2018 in the Grand Junction Daily Sentinel.

## **ANALYSIS**

Pursuant to Section 21.02.150 (b) of the Grand Junction Zoning and Development Code, requests for an Outline Development Plan (ODP) shall demonstrate conformance with all of the following:

a) The Comprehensive Plan, Grand Valley Circulation Plan and other adopted plans and policies;

The proposed Outline Development Plan complies with the Comprehensive Plan, specifically, Goals 3 and 5 as provided below. Regarding the Future Land Use Map, the proposed development of 5.57 dwelling units per acre is within the residential density range of the Residential Medium (4 – 8 du/ac) category as identified on the Future Land Use Map. This Outline Development Plan 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 C: Increasing the capacity of housing developers to meet housing demand.

Throughout the Comprehensive Plan, an emphasis is also placed on infill redevelopment of underutilized land. By growing inward (infill and redevelopment) allows the community to take advantage of land with existing services and reduces sprawl.

As proposed, the application is in conformance with the Grand Valley Circulation Plan, Urban Trails Master Plan, and other applicable adopted plans and policies.

b) The rezoning criteria provided in Section 21.02.140 (a) of the Grand Junction Zoning and Development Code.

(1) Subsequent events have invalidated the original premises and findings; and/or A previously adopted PD has lapsed (previous zoning before that was R-R (Residential – Rural)), requiring that the property be rezoned. The Applicant is now requesting the same zone category of Planned Development and default R-8 zone district with a different Outline Development Plan. Though there may be elements of the previously approved PD that continue to be relevant, the lack of timely execution of the previously approved PD renders the previous plan invalidated; as it was not able to be developed/constructed according to the approved Plan. Staff has found this criterion has been met.

(2) The character and/or condition of the area has changed such that the amendment is consistent with the Plan; and/or  
The character and/or condition of the area has not changed in recent years because the adjacent residential subdivisions have been existing for many years. The subject property continues to be underutilized in terms of the residential development potential anticipated by the Comprehensive Plan designation of Residential Medium (4 – 8 du/ac) for quite some time. The requested ODP and rezone to PD (with a R-8 default zone) furthers the goals and policies of the Comprehensive Plan by providing for density in the mid-range of the Residential Medium (4 – 8 du/ac) land use classification. Because there has been no apparent change of character and/or condition, Staff finds that this criterion has not been met.

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

Existing public and community facilities and services are available to the property and are sufficient to serve the single-family residential land uses allowed in the PD zone district. Ute Water and City sanitary sewer are both located within the F ½ Road right-of-way. The property can also be served by Xcel Energy electric and natural gas. Property is also located within approximately one mile of Mesa Mall and near Patterson Road and Highway 6 & 50 that includes retail stores, general offices, grocery store, banks, restaurants, etc. Community Hospital is also located a little over a mile and half

directly to the west on G Road. Also along G Road is Canyon View Park.

Grand Junction Fire Department finds the public and community facilities regarding fire and emergency medical services are adequate to serve the type and scope of the residential land use proposed. The location of this development meets response time parameters from Fire Station 3, the primary response station located at 582 25 1/2 Road. Station 3 has a significant call volume and while any increase in population or development can add to call volume, the number of units and level of this development is not expected to significantly affect current levels. The City is currently evaluating relocating Fire Station 3 to a site farther northwest, which should not effect this development. Long range planning recommends an additional fire station north of Interstate 70, which would provide for quicker back-up response to this area.

Grand Junction Police Department estimates this development will increase at a 'normal' rate as estimated by utilizing calls values from nearby residential areas similar in size and location. The estimated average call volume increase is 17.5 calls per year. GJPD will not need an increase in personnel or equipment in order to provide services to those within this proposed development

The public and community facilities are adequate to serve the type and scope of the residential land use proposed, 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

The Elevation 4591 property is an undeveloped parcel of land that would be considered an infill development project that is adjacent to all existing utility infrastructure and is ready for development. The Applicant is requesting to develop a residential subdivision within an existing residential zone, as a Planned Development that provides additional community benefits that would not otherwise be required under conventional zoning. This property is proposed to be zoned PD to allow for design flexibility and additional long-term community benefits. Because PD is a zone category based on specific design and is applied on a case-by-case basis, staff finds this criterion is not applicable to this request, and, therefore has not been met.

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

The community will benefit from this infill development of a property that is substantially constrained and challenging to develop at densities consistent with the Comprehensive Plan. The proposed density is within the allowable range of the Residential Medium Future Land Use Map category. As discussed in the section titled Long-Term Community Benefit, the area will also derive benefits from the zoning of PD (Planned

Development) by the proposed development by the installation of park and picnic bench/shelters and separate school bus shelter to be located within proposed Tract E adjacent to F ½ Road. The construction of an underground detention facility so that the open space (Tract E) can be utilized as turf grass and a landscaped subdivision amenity. In order to maximize the open space provided, the Applicant has designed the detention facility to be underground so that the surface may be utilized as active open space without regard to if and when the detention basin is filled with water. A 10-foot wide concrete trail will also be constructed adjacent to the existing canal along the north property line to provide interconnectivity with existing, adjacent subdivisions per the requirements of the Urban Trails Master Plan. This project also provides for a smaller lot size and housing type that is not regularly available within the City. Staff, therefore finds this criterion has been met.

c) The planned development requirements of Section 21.05.040 (f) of the Zoning and Development Code;

(1) Setback Standards. Principal structure setbacks shall not be less than the minimum setbacks for the default zone

The Applicant is proposing to deviate but increase (not lessen) the rear yard building setback to create a larger buffer from the adjacent neighborhood than is required from the default R-8 zone district minimum standard of 10 feet to 20 feet, to help mitigate the impact of the proposed development on the adjacent neighborhood to the east. Also, the Applicant is increasing the side yard setback along the west property line of proposed Lot 17 only from 5 feet to 15 feet, in order to provide an additional building buffer with properties located to the west. Therefore, the proposed development complies with this standard.

(2) Open Space. All residential planned developments shall comply with the minimum open space standards established in the open space requirements of the default zone.

The Applicant is proposing five tracts of land in which four (4) tracts will be dedicated to the homeowner's association for ownership and maintenance. Of these, one (Tract B) will contain a 10-foot wide concrete trail that connects to City owned property to the west as a required trail connection on the Urban Trails Map (4.68% of the overall project site). One tract (Tract E) will be used as open space in accordance with the plan. This open space is equivalent to 5.34% of the total project. For this Tract, the Applicant is also proposing the installation of park and picnic bench/shelters and separate school bus shelter to be located adjacent to F ½ Road along with the construction of an underground detention facility so that the open space can be utilized as turf grass and a landscaped subdivision amenity. In order to maximize the open space provided, the Applicant has designed the detention facility to be underground so that the surface may be utilized as active open space without regard to if and when the



detention basin is filled with stormwater.

The remaining tracts (Tract D and C) will be landscaped in accordance with City requirements. Therefore, the proposed open space areas and amenities meets and exceeds the requirements of the Zoning and Development Code.

(3) Fencing/Screening. Fencing shall comply with GJMC 21.04.040(i).

Six-foot tall privacy fencing will be provided where fencing does not currently exist which will be along the southside of proposed Lot 1 to help screen and buffer the property from F ½ Road and along the west property line to screen the property adjacent to 2522 F ½ Road. Six-foot tall privacy fencing will also be installed on the eastside of the property adjacent to the existing open space located within Westwood Ranch subdivision at the northern end of the property. Additional fencing will not be required adjacent to Westwood Ranch nor Diamond Ridge Subdivision since these existing properties already contain privacy fencing along their back yards adjacent to the Applicant's property. All fencing will comply with all applicable requirements of the Code.

(4) Landscaping. Landscaping shall meet or exceed the requirements of GJMC 21.06.040.

Landscaping with trees, shrubs, turf grass and native grass seed mix is being provided in all open space tracts and will meet or exceed the requirements of the Code. Section 21.06.040 (g) (5) of the Zoning and Development Code requires a minimum 14-foot wide landscape buffer outside a perimeter enclosure adjacent to arterial and collector streets (F ½ Road is classified as a Major Collector). The proposed width of Tract E is 89 feet adjacent to F ½ Road. Tract E will also include picnic and park bench/shelters and a school bus shelter. Construction of a 10-foot-wide concrete trail will also be developed adjacent to the Grand Valley Irrigation Company canal along the north side of the property per the requirements of Urban Trails Master Plan. All proposed landscaped areas meet or exceed the requirements of the Zoning and Development Code.

(5) Parking. Off-street parking shall be provided in accordance with GJMC 21.06.050.

The Applicant has provided a total of 30 off-lot parking spaces (14 spaces within proposed Tract D and 16 on-street parking spaces) per the conditions of the City engineering team's review and approval of an Alternative Street section. On-street parking shall only be allowed on one side of the street (east side). Each lot will contain the minimum required two (2) off-street parking spaces (one in garage and one in driveway) per Section 21.06.050 (c) of the Zoning and Development Code.

(6) Street Development Standards. Streets, alleys and easements shall be designed and constructed in accordance with TEDS (GJMC Title 29) and applicable portions of GJMC 21.06.060.

The proposed subdivision can only has access available from F ½ Road. The internal street was approved by the City as an alternative street standard (30-foot right-of-way including curb, gutter, sidewalk on the east side with 22.5 feet asphalt width) with the condition that the Applicant provide a minimum 21 off-lot parking spaces. A separate TEDS Exception (Transportation Engineering Design Standards) was also approved by the City to allow a dead-end street to be longer than the Code provision of 750 feet, provided that a Fire Department turn-around was installed. This was accomplished in the proposed Tract C. The Applicant proposed a dead-end street to be over 835 feet in length. With the approved TEDS Exception and approved Alternative street design, the streets will be constructed in accordance with TEDS and applicable portions of the Code.

d) The applicable corridor guidelines and other overlay districts.

There are no corridor guidelines or overlay district that are applicable for this development.

e) Adequate public services and facilities shall be provided concurrent with the projected impacts of the development.

Existing public and community facilities and services are available to the property and are sufficient to serve the single-family residential land uses allowed in the PD zone district. Ute Water and City sanitary sewer are both located within the F ½ Road right-of-way. The property can also be served by Xcel Energy electric and natural gas. Located within a mile to a mile and half of the property is the Mesa Mall commercial area along Patterson Road and Hwy 6 & 50 that includes retail stores, general offices, grocery store, banks, restaurants, etc. Community Hospital is also located a little over a mile and a half directly to the west on G Road. Also along G Road is Canyon View Park. The public and community facilities are more than adequate to serve the type and scope of the residential land use proposed.

f) Adequate circulation and access shall be provided to serve all development pods/areas to be developed.

The proposed subdivision can only take access from F ½ Road. All necessary design standards have been incorporated into the Alternative Streets review that was administratively approved by the City. In addition to street circulation of traffic, a trail along the canal will be constructed to provide pedestrian and bicycle circulation between adjoining subdivisions. The ODP is consistent with the City's adopted

Circulation Plan for this area.

g) Appropriate screening and buffering of adjacent property and uses shall be provided;

As noted in the previous discussion of (3), Six-foot tall privacy fencing will be provided where fencing does not currently exist which will be along the south side of proposed Lot 1 to help screen and buffer the property from F ½ Road and along the west property line to screen the property adjacent to 2522 F ½ Road. Six-foot tall privacy fencing will also be installed on the eastside of the property adjacent to the existing open space located within Westwood Ranch subdivision at the northern end of the property. All HOA tracts will also be landscaped. Staff has found the proposed screening and buffering to be appropriate for the proposed residential development.

h) An appropriate range of density for the entire property or for each development pod/area to be developed;

The proposed density for Elevation 4591 is 5.57 dwelling units per acre (18 dwelling units on 3.23 acres). The Comprehensive Plan Future Land Use Map designates this property as Residential Medium (4 – 8 du/ac). The Applicant is requesting a default zone of R-8, which has a minimum density of 5.5 and a maximum density of 8 dwelling units/acre and is thus considered an appropriate range of density for the proposed development.

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

The Applicant is proposing an R-8 default zone district for establishing density. The Applicant, is proposing an increase in the rear yard setback from the minimum required 10 feet to 20 feet along with a reduction of the maximum building height from 40 feet to 24 feet. The applicant is also increasing above the minimum requirement, the side yard setback along the west property line of proposed Lot 17 only from 5 feet to 15 feet. Staff has found the standards as proposed are appropriate for the development.

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

The Applicant is proposing to develop the subdivision in a single phase with the final plat to receive approval on or before December 31, 2021. Staff find this development schedule to be appropriate for the proposed development.

In accordance with Section 21.05.040 (e) of the Zoning and Development Code, a minimum of five acres is recommended for a Planned Development unless the Planning Commission recommends and the City Council finds that a smaller site is

appropriate for the development as a Planned Development. In approving a Planned Development smaller than five acres, the Planning Commission and City Council shall find that the proposed development:

1. Is adequately buffered from adjacent residential property;

Typically, residential zones abutting residential zones do not require additional buffering or screening. However, the Applicant is proposing an increase in the rear yard setback from the minimum required R-8 standards of 10 feet to 20 feet along with a reduction of the maximum building height from 40 feet to 24 feet while also increasing the side yard setback along the west property line of proposed Lot 17 only from 5 feet to 15 feet, in order to help mitigate impacts of the proposed subdivision development on adjacent residential properties to the east. Staff has found the proposed development to be adequately buffered from adjacent residential property

2. Mitigates adverse impacts on adjacent properties; and

As stated above in (1), to help address the impacts of development, the Applicant is proposing an increase in the rear yard setback from the minimum required R-8 standards of 10 feet to 20 feet along with a reduction of the maximum building height from 40 feet to 24 feet while also increasing the side yard setback along the west property line of proposed Lot 17 only from 5 feet to 15 feet. Also, six-foot tall privacy fencing will be provided where fencing does not currently exist which is along the west property line to screen the property adjacent to 2522 F ½ Road. Six-foot tall privacy fencing will also be installed on the eastside of the property adjacent to the existing open space located within Westwood Ranch subdivision at the northern end of the property. Additional fencing will not be required adjacent to Westwood Ranch nor Diamond Ridge Subdivision's since these existing properties already contain privacy fencing along their back yards adjacent to the Applicant's property. Staff has found the proposed development adequately mitigates adverse impacts on adjacent properties.

3. Is consistent with the goals and policies of the Comprehensive Plan.

The proposed Outline Development Plan complies with the Comprehensive Plan, specifically, Goals 3 and 5 as provided below. Therefore, Staff has found this Outline Development Plan request to be 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 C: Increasing the capacity of housing developers to meet housing demand.

Throughout the Comprehensive Plan, an emphasis is also placed on infill redevelopment of underutilized land. Growing inward (infill and redevelopment) allows the community to take advantage of land with existing services, relieves pressure to disturb agricultural lands, and reduces sprawl.

### **STAFF RECOMMENDATION AND FINDINGS OF FACT**

After reviewing the application for a rezone to PD with an R-8 default zone district and an Outline Development Plan for the proposed Elevation 4591, PLD-2018-340, the following findings of fact have been made:

1. The Planned Development is in accordance with all criteria in Section 21.02.150 (b)(2) of the Grand Junction Zoning and Development Code.
2. Pursuant to Section 21.05.010, the Planned Development has been found to have long term community benefits including:
  - a. A greater quality and quantity of public and/or private open space;
  - b. A needed housing type and/or mix; and
  - c. Innovative designs.
3. Pursuant to 21.05.040(e), it has been found that a smaller site (3.23 acres) is appropriate for the development as a Planned Development.
4. The Planned Development is consistent with the vision, goals and policies of the Comprehensive Plan.

Therefore, Staff recommends approval of the request for a Planned Development Zone District and Outline Development Plan (ODP) for Elevation 4591.

### **FISCAL IMPACT:**

This land use action does not have any direct fiscal impact. Subsequent actions such as future residential development may have direct fiscal impact. For example, for every \$100,000 in actual valuation of residential land and buildings, \$58 in annual property tax revenue will be generated based on the current assessment rate for residential properties of 7.2% of actual value.

In addition, should the related development be approved and constructed, the project will result in the creation of 835 lineal feet of additional public roadway approximately

22.5 feet wide. It is estimated that it will cost \$710 annually to sweep, street lighting, and otherwise maintain these roads. The roadway surface will be new, but a chip seal is proposed within 3 years to preserve the original asphalt at an estimated cost of \$4,700. No other significant surface treatment is anticipated for 15 years.

**SUGGESTED MOTION:**

I move to introduce an Ordinance rezoning Elevation 4591 to PD (Planned Development) with a Default Zone of R-8 (Residential, 8 du/ac) and an Outline Development Plan for 18 Residential Units on 3.23 acres, located at 2524 F 1/2 Road and set a public hearing for October 3, 2018.

**Attachments**

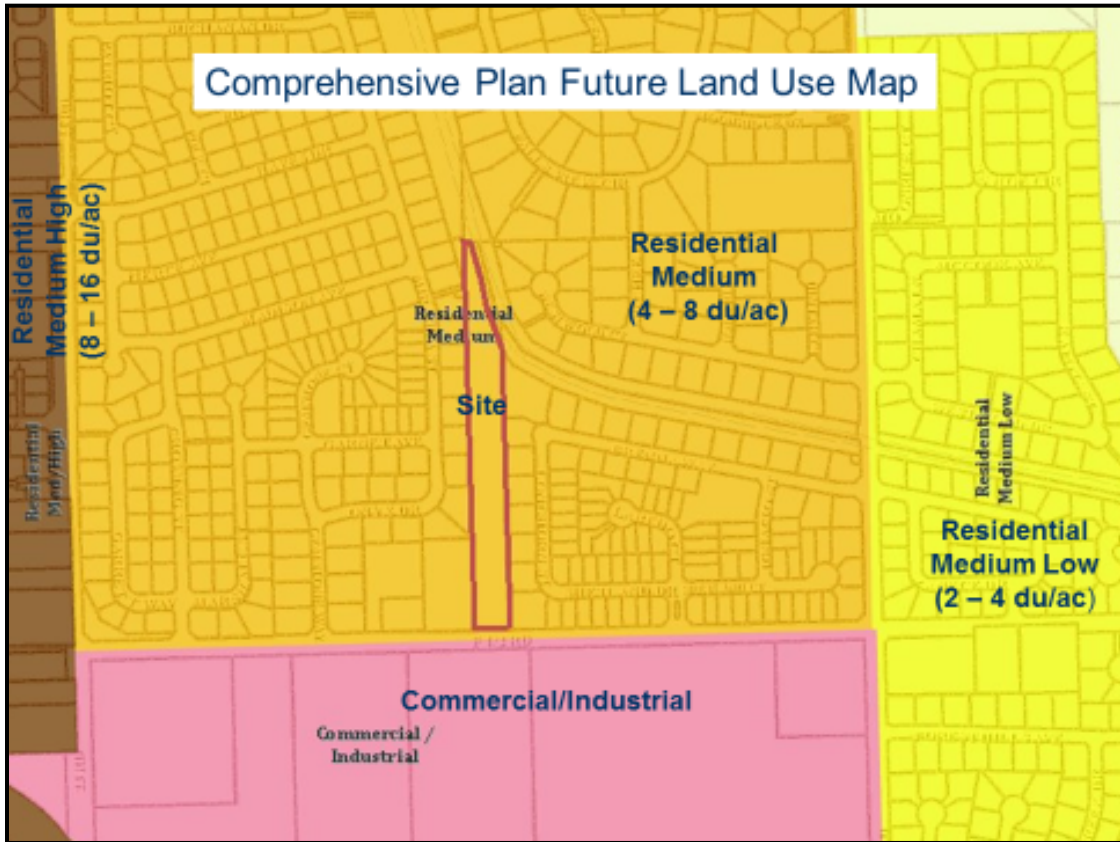
1. Vicinity and Location Maps
2. Site Plan - ODP Drawing
3. Landscaping Plan
4. Site Features and home designs
5. Storm Sewer P & P
6. Parking & Auto Turn Exhibit
7. Ordinance





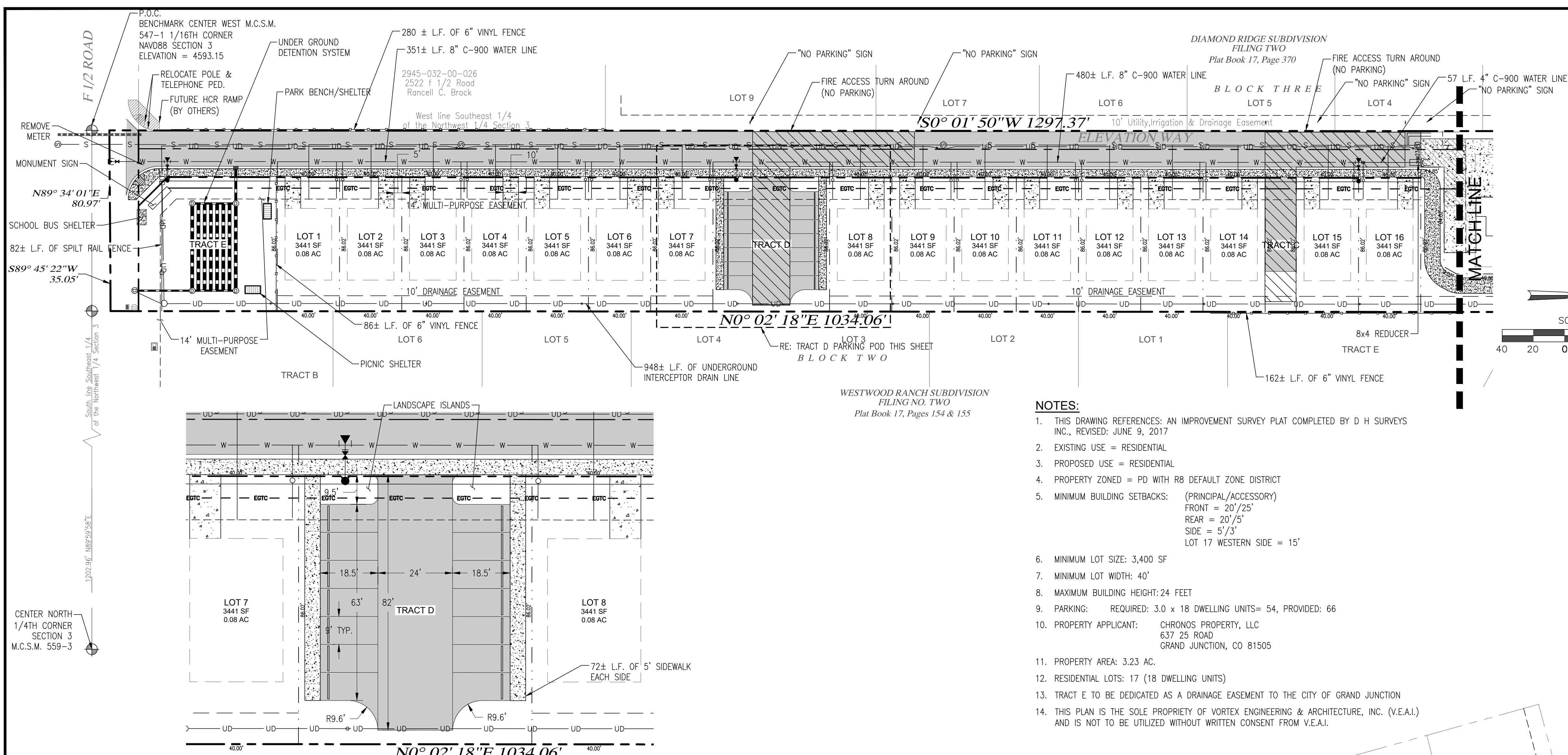


# Comprehensive Plan Future Land Use Map

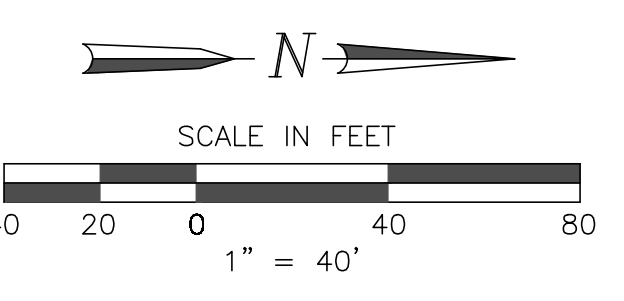








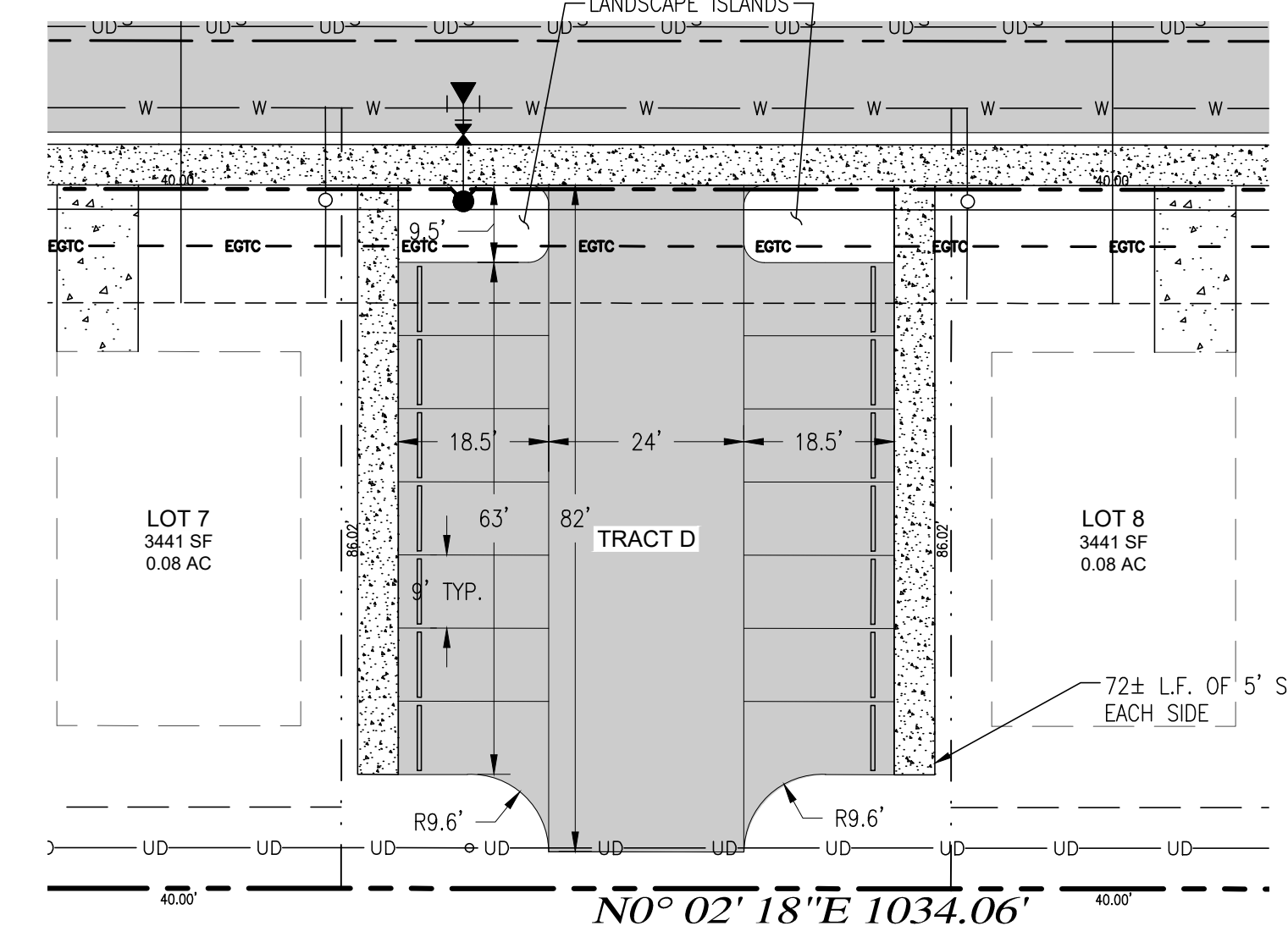
PROPOSED LAND USE TABLE				
USE	AREA	AC	% OF TOTAL	OWNER
SINGLE FAMILY LOTS (16 TOTAL)	55,056 S.F.	1.26	39.17%	PRIVATE
DUPLEX LOTS (1 TOTAL)	11,320 S.F.	0.26	8.05%	PRIVATE
RIGHT-OF-WAY:	24,946 S.F.	0.57	17.75%	PUBLIC
RIGHT-OF-WAY: F 1/2 ROAD	2,130 S.F.	0.05	1.52%	PUBLIC
TRACT A - GVIC RIGHT OF WAY	24,210 S.F.	0.56	17.23%	GVIC
TRACT B - PEDESTRIAN TRAIL	7,202 S.F.	0.17	5.12%	HOA
TRACT C - FIRE ACCESS TURN AROUND	1,720 S.F.	0.04	1.22%	HOA
TRACT D - PARKING/FIRE ACCESS TURN AROUND	6,452 S.F.	0.15	4.59%	HOA
TRACT E - DETENTION POND/OPEN SPACE	7,503 S.F.	0.17	5.34%	HOA
TOTAL SITE AREA:	140,539 S.F.	-	3.23 AC	



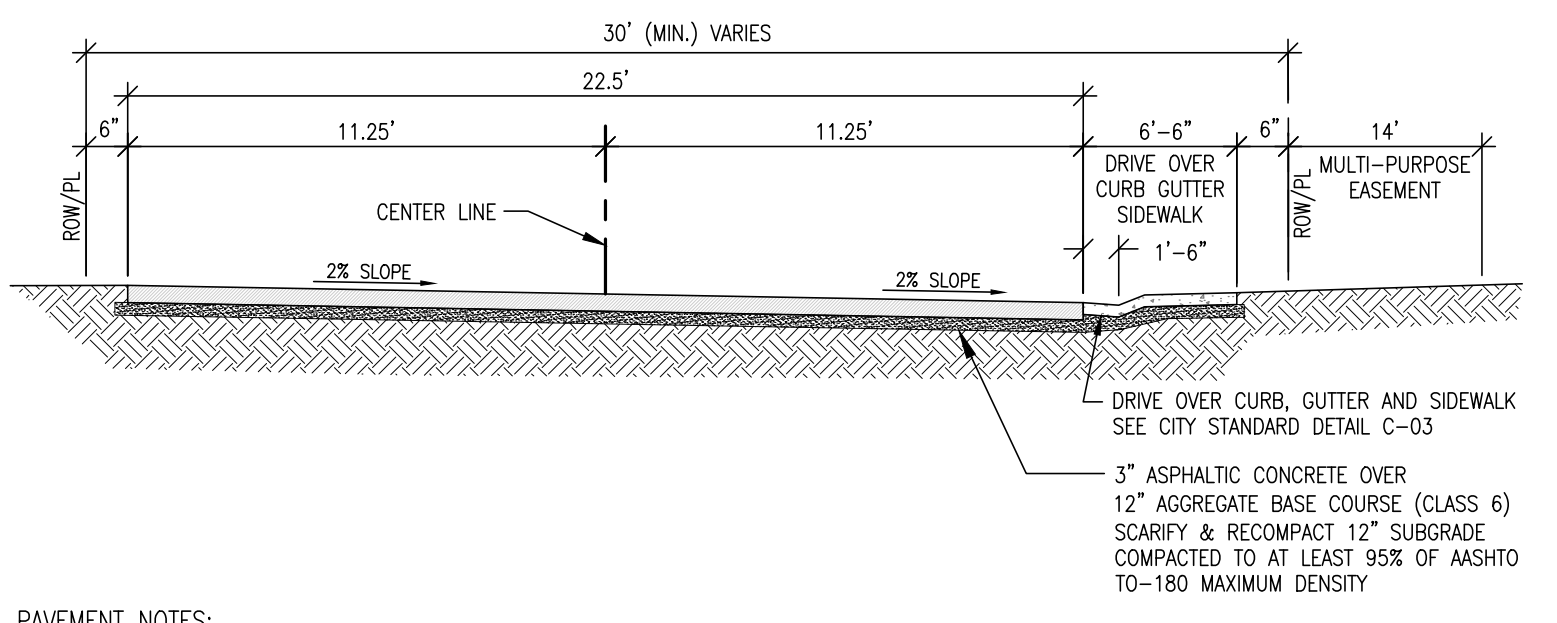
**LEGEND**

	PROPERTY BOUNDARY
	ADJACENT BOUNDARY
	EASEMENT
	RIGHT-OF-WAY
	LOT LINE
	SET BACK LINE
	EXISTING FLOW LINE
	EXISTING FENCE LINE
	CONTROL LINE
	ROAD CENTER LINE
	EDGE OF SIDEWALK
	EXISTING EDGE OF ASPHALT
	PROPOSED EDGE OF ASPHALT
	PROPOSED ASPHALT
	EXISTING CONCRETE
	PROPOSED CONCRETE
	FIRE LANE "NO PARKING"
	EXISTING STORM PIPE
	EXISTING STORM MANHOLE
	EXISTING STORM INLET
	PROPOSED STORM PIPE
	PROPOSED STORM MANHOLE
	EXISTING STORM INLET
	EXISTING SEWER LINE
	EXISTING SEWER MANHOLE
	PROPOSED SEWER LINE
	PROPOSED SEWER MANHOLE
	PROPOSED SEWER SERVICE
	EXISTING WATER PIPE
	PROPOSED WATER PIPE
	PROPOSED WATER SERVICE
	PROPOSED FIRE HYDRANT
	PROPOSED WATER VALVE
	PROPOSED WATER BLOW OFF
	PROPOSED 8" TEE
	EXISTING 4" CAP
	PROPOSED ELECTRICAL TRANSFORMER
	EXISTING ELECTRICAL METER
	EXISTING TELEPHONE METER
	EXISTING IRRIGATION VALVE
	EXISTING GAS METER
	PROPOSED MAILBOX
	PROPOSED 6" VINYL FENCE
	PROPOSED SPLIT RAIL FENCE
	PROPOSED COMBINED DRY UTILITIES
	PROPOSED TRANSFORMER

- NOTES:**
- THIS DRAWING REFERENCES: AN IMPROVEMENT SURVEY PLAT COMPLETED BY D H SURVEYS INC., REVISED: JUNE 9, 2017
  - EXISTING USE = RESIDENTIAL
  - PROPOSED USE = RESIDENTIAL
  - PROPERTY ZONED = PD WITH R8 DEFAULT ZONE DISTRICT
  - MINIMUM BUILDING SETBACKS: (PRINCIPAL/ACCESSORY)  
FRONT = 20'/25'  
REAR = 20'/5'  
SIDE = 5'/3'  
LOT 17 WESTERN SIDE = 15'
  - MINIMUM LOT SIZE: 3,400 SF
  - MINIMUM LOT WIDTH: 40'
  - MAXIMUM BUILDING HEIGHT: 24 FEET
  - PARKING: REQUIRED: 3.0 x 18 DWELLING UNITS = 54, PROVIDED: 66
  - PROPERTY APPLICANT: CHRONOS PROPERTY, LLC  
637 25 ROAD  
GRAND JUNCTION, CO 81505
  - PROPERTY AREA: 3.23 AC.
  - RESIDENTIAL LOTS: 17 (18 DWELLING UNITS)
  - TRACT E TO BE DEDICATED AS A DRAINAGE EASEMENT TO THE CITY OF GRAND JUNCTION
  - THIS PLAN IS THE SOLE PROPRIETY OF VORTEX ENGINEERING & ARCHITECTURE, INC. (V.E.A.I.) AND IS NOT TO BE UTILIZED WITHOUT WRITTEN CONSENT FROM V.E.A.I.

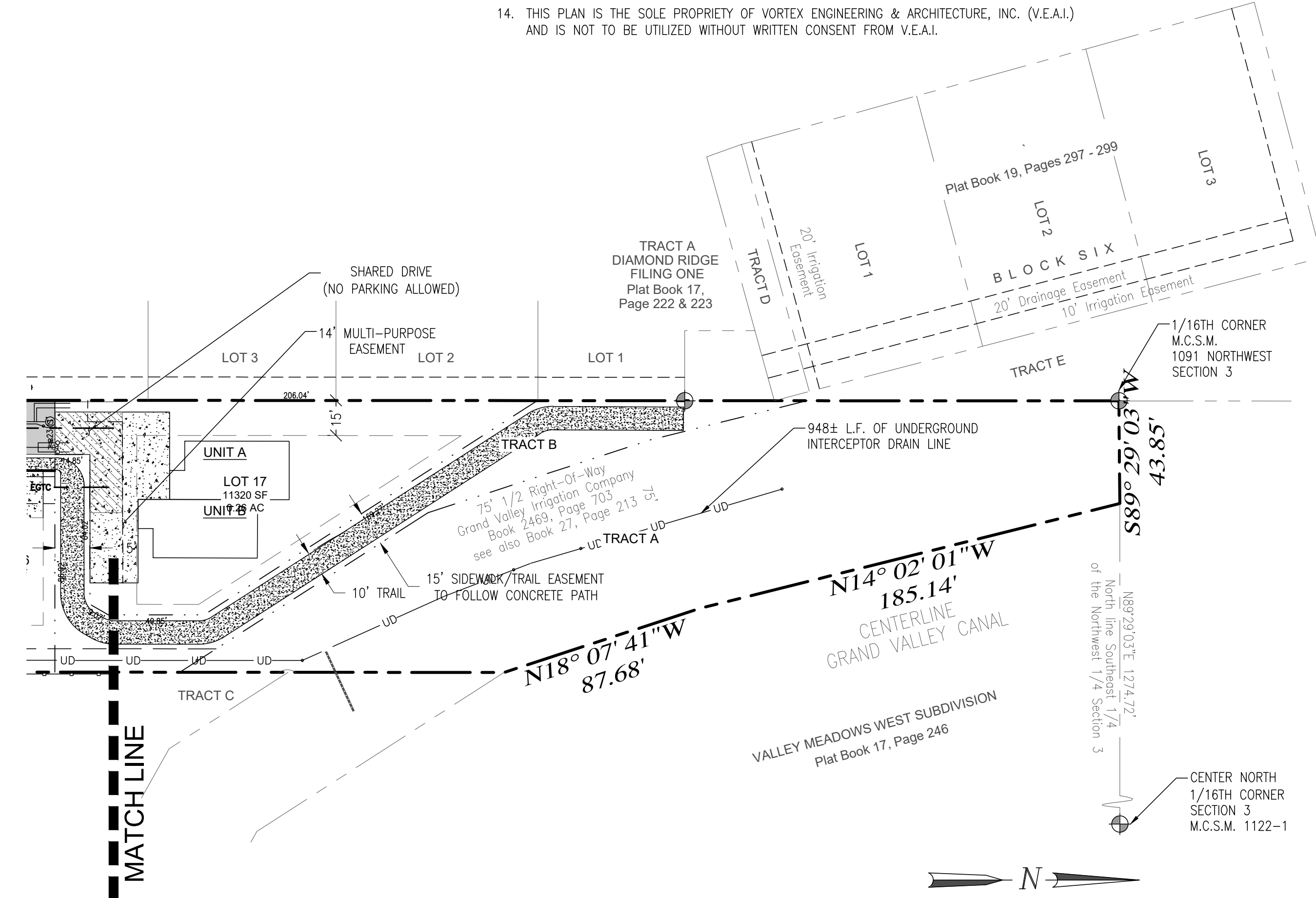


**TRACT D PARKING POD**  
SCALE: 1" = 20'



**PROPOSED STREET SECTION**  
N.T.S.

- \* PAVEMENT NOTES:**
- ALL CURBS, GUTTERS, SIDEWALKS, DRIVEWAYS, RAMPS, DRAINAGE PANS AND OTHER CONCRETE WORK SHALL BE UNDERLAIN WITH AGGREGATE BASE COURSE (CLASS 6) COMPACTED TO NO LESS THAN 95% OF ASTM D-698 MAXIMUM DENSITY. SEE DETAILS FOR BASE THICKNESS. THE TOP 12" OF SUBGRADE UNDER THE AGGREGATE BASE COURSE SHALL BE COMPACTED TO NO LESS THAN 95% OF ASTM D-698 MAXIMUM DENSITY. ALL SATURATED OR UNSTABLE SUBGRADE MATERIAL SHALL BE REMOVED AND REPLACED WITH SUITABLE MATERIAL.
  - THIS PAVEMENT SECTION WAS BASED UPON A PROVIDED GEOTECHNICAL INVESTIGATION PREPARED BY CAPSTONE ENTERPRISES WEST, LLC, DATED FEBRUARY 26, 2007. ALL RECOMMENDATIONS AND SPECIFICATIONS PROVIDED IN THE GEOTECHNICAL INVESTIGATION SHALL BE ADHERED TO. DEVIATIONS FROM THE REPORT RECOMMENDATIONS AND SPECIFICATIONS ARE TO BE BROUGHT TO THE ATTENTION OF THE DESIGN ENGINEER PRIOR TO IMPLEMENTING.



UTILITY PROVIDERS INFORMATION		
UTILITY	PROVIDER	PHONE NUMBER
SANITARY SEWER	CITY OF GRAND JUNCTION	970-244-1554
DRAINAGE	GRAND VALLEY DRAINAGE DISTRICT	970-242-4343
DOMESTIC WATER	UTE WATER CONSERVANCY DISTRICT	970-242-7491
IRRIGATION	GRAND VALLEY IRRIGATION	970-242-2762
ELECTRICITY	XCEL ENERGY	800-895-4999
NATURAL GAS	XCEL ENERGY	800-895-4999
TELEPHONE	CENTURYLINK	800-603-6000
CABLE TELEVISION	CHARTER COMMUNICATIONS	877-273-7626

LOCATION OF UTILITIES SHOWN HEREON WAS PROVIDED BY OTHERS. CONTRACTOR MUST VERIFY LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.

FOR REVIEW - NOT FOR CONSTRUCTION

**James C. Atkinson**  
PROFESSIONAL ENGINEER  
COLORADO LICENSE NO. 18828

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REV.	DATE	BY	COMMENT
1	08/02/18	ROUND 1 REVIEW	COMMENTS

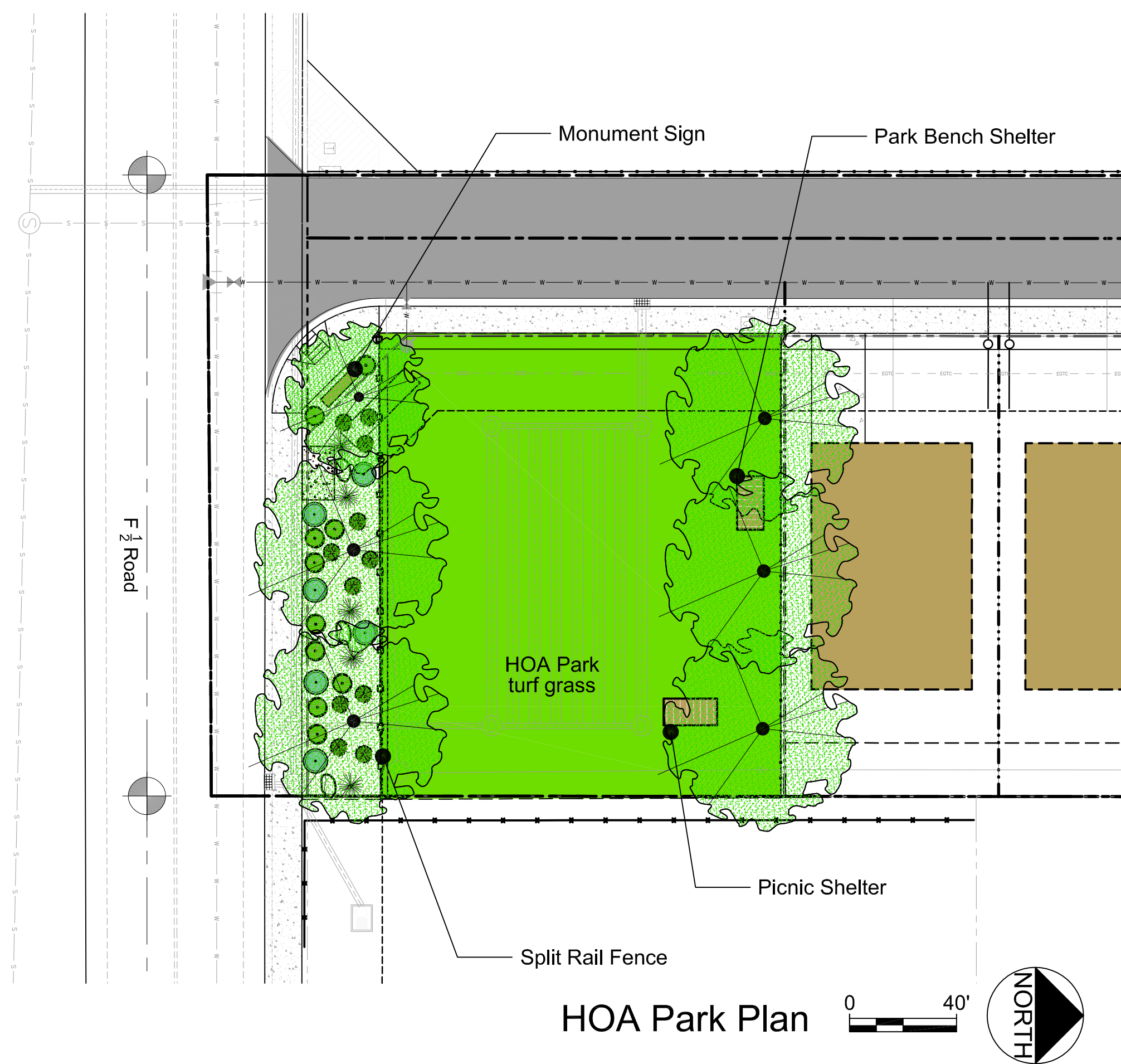
**Site Plan**  
**Elevation 4591**  
2524 F 1/2 Road  
Grand Junction, Colorado

PROJECT NO: F17-021  
DATE: 06/20/18  
SCALE: SEE PLAN  
CAD ID: elevation-pcc-site.dwg

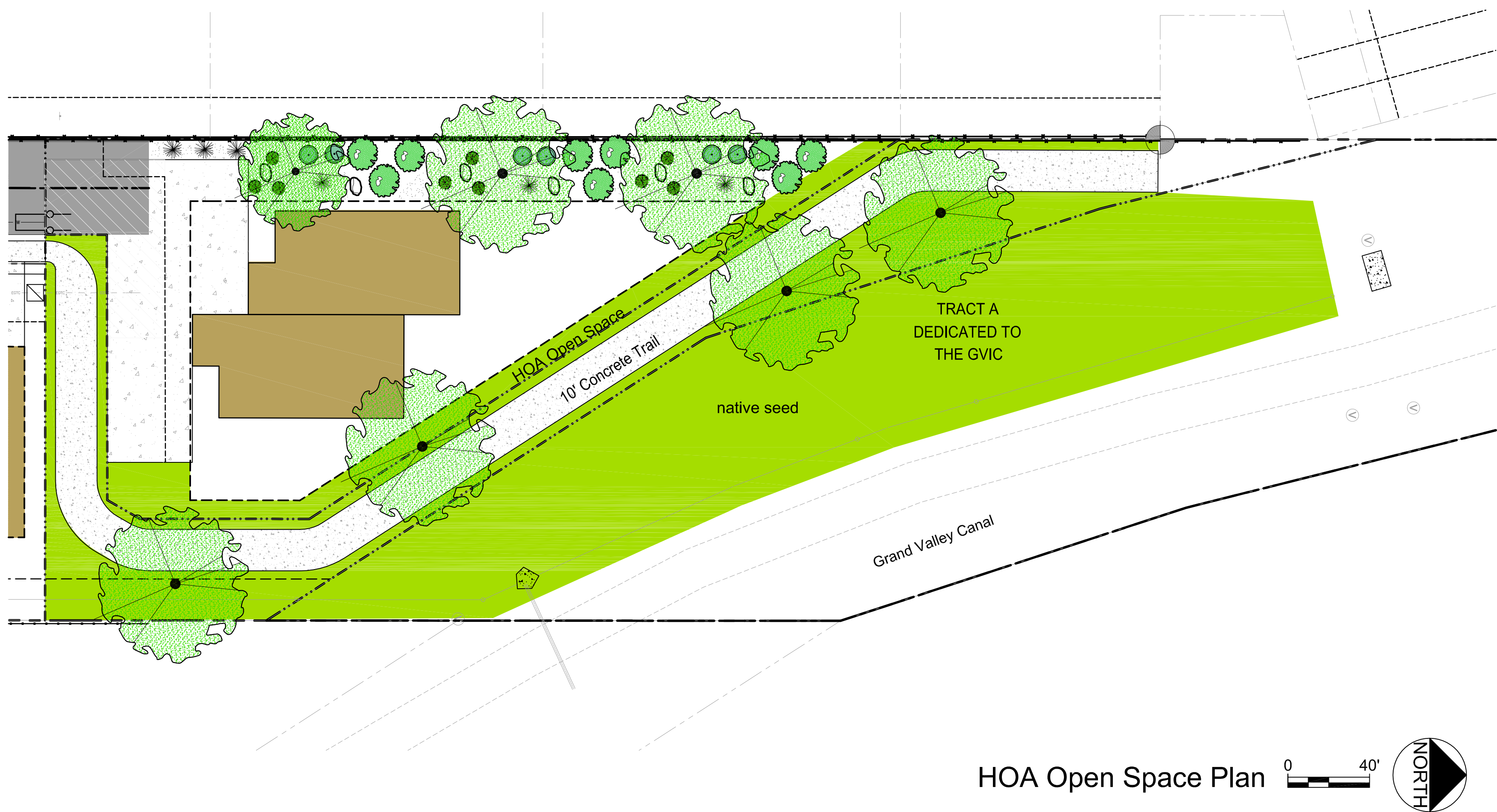
**ACCEPTANCE BLOCK**  
THE CITY OF GRAND JUNCTION REVIEW CONSTITUTES GENERAL COMPLIANCE WITH THE CITY'S DEVELOPMENT STANDARDS, SUBJECT TO THESE PLANS BEING SEALED, SIGNED, AND DATED BY THE PROFESSIONAL OF RECORD. REVIEW BY THE CITY DOES NOT CONSTITUTE APPROVAL OF THE PLAN DESIGN. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. ERRORS IN THE DESIGN OR CALCULATIONS REMAIN THE RESPONSIBILITY OF THE PROFESSIONAL OF RECORD.  
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CITY DEVELOPMENT ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

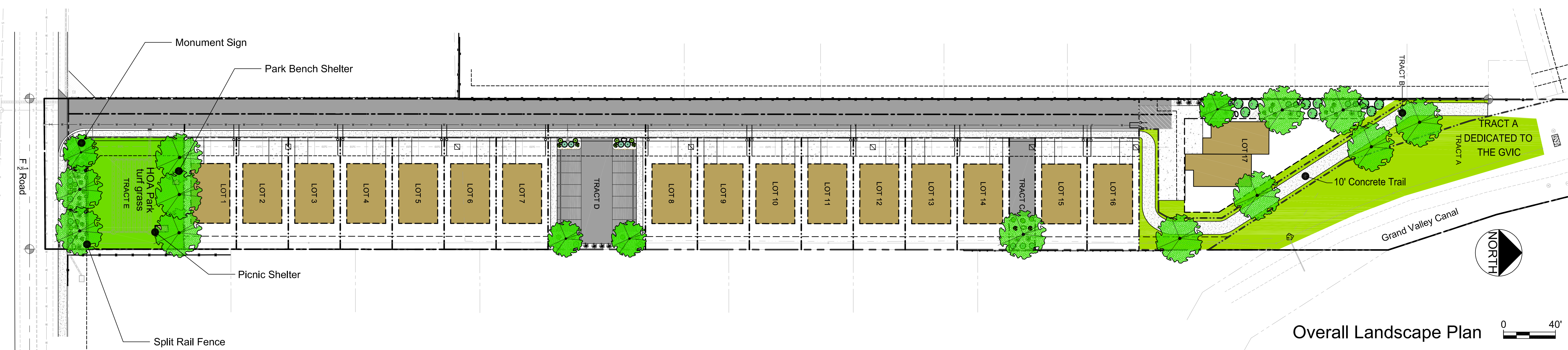




HOA Park Plan



HOA Open Space Plan



Overall Landscape Plan

MRLA MITCH REWOLD LANDSCAPE ARCHITECT  
LANDSCAPE ARCHITECTURE AND  
LAND PLANNING

386 34 1/2 Road  
Palisade, Colorado 81526 (970) 361-4345

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MAJOR SUBDIVISION  
FINAL PLAN

REV.	DATE	BY	COMMENT

LANDSCAPE PLAN  
ELEVATION 4591

2524 F 1/2 ROAD  
Grand Junction, Colorado

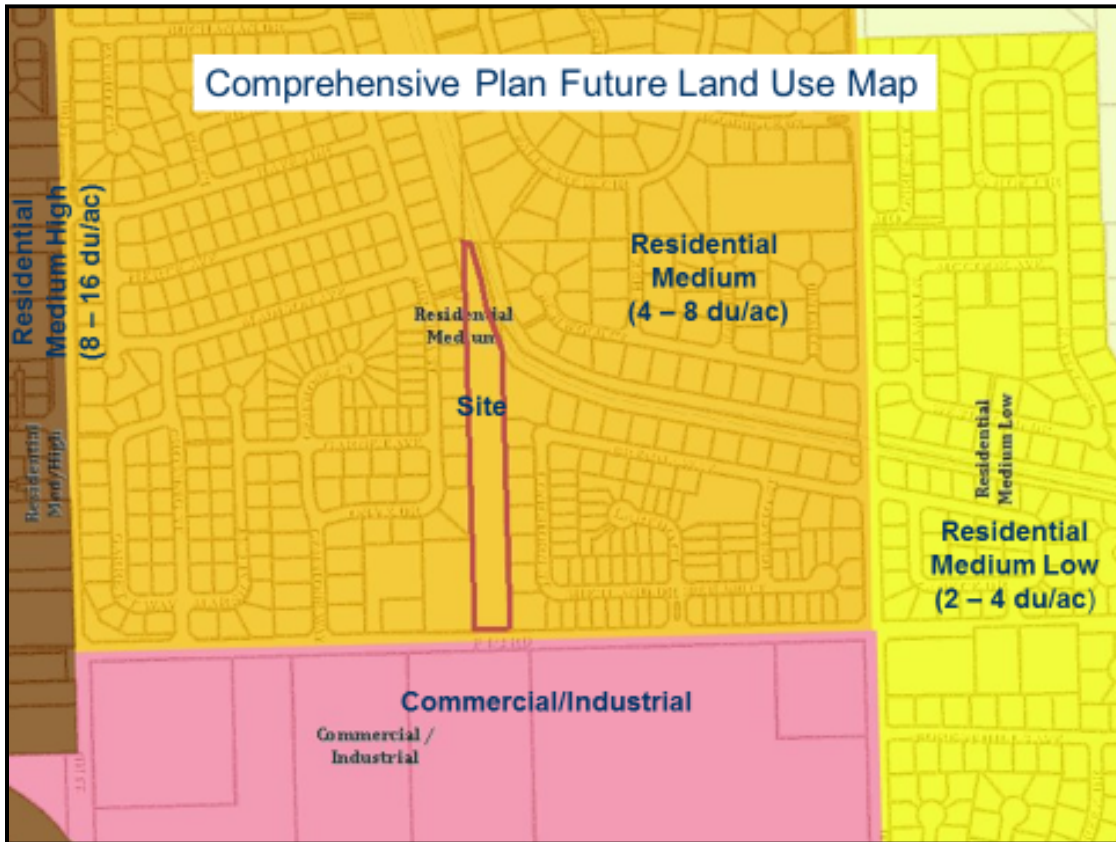
PROJECT NO: 17223  
DATE: 06/20/18  
SCALE: 1"=40'-0"  
CAD ID: LANDSCAPEPLAN.DWG







# Comprehensive Plan Future Land Use Map







# Conceptual House Designs







## Proposed Subdivision Entrance Sign



subdivision sign concept 1-a

## Proposed Picnic/Bench Shelter Designs

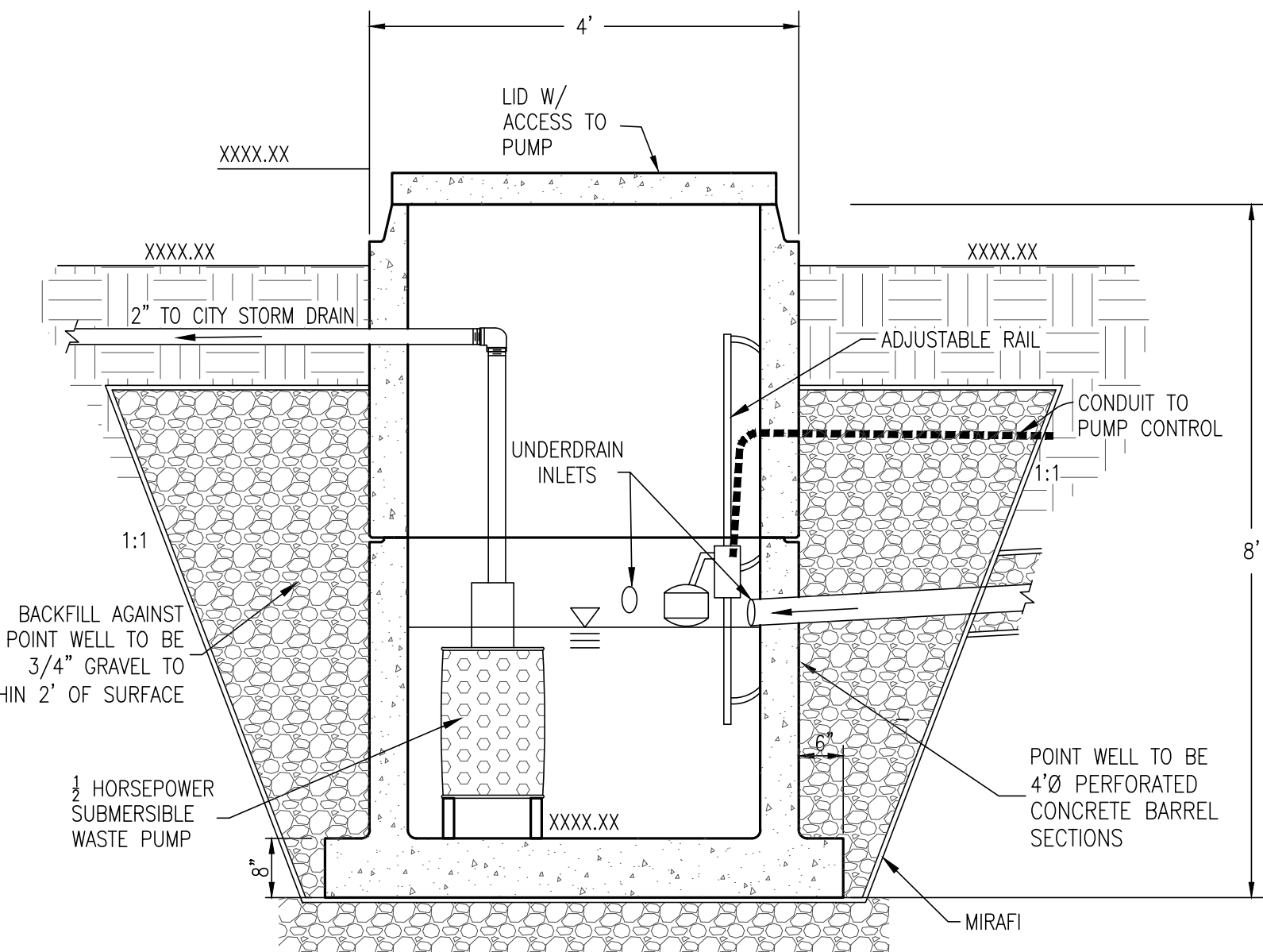
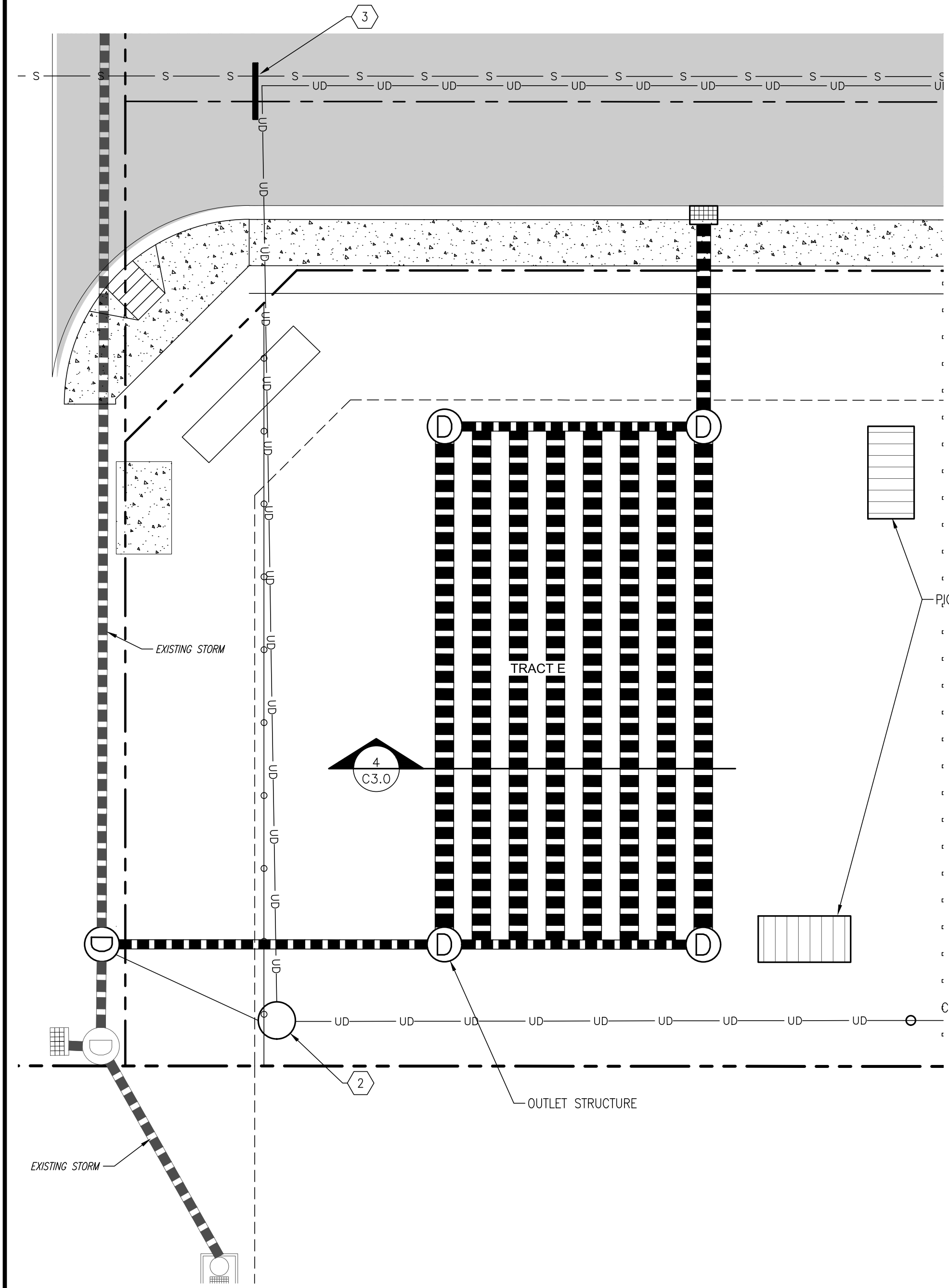
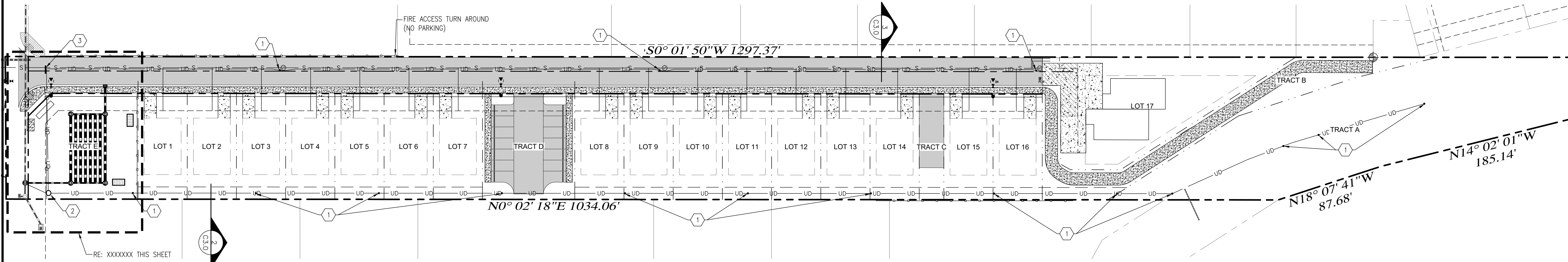


CANAAN (EL-800) - 8' METAL PARK BENCH

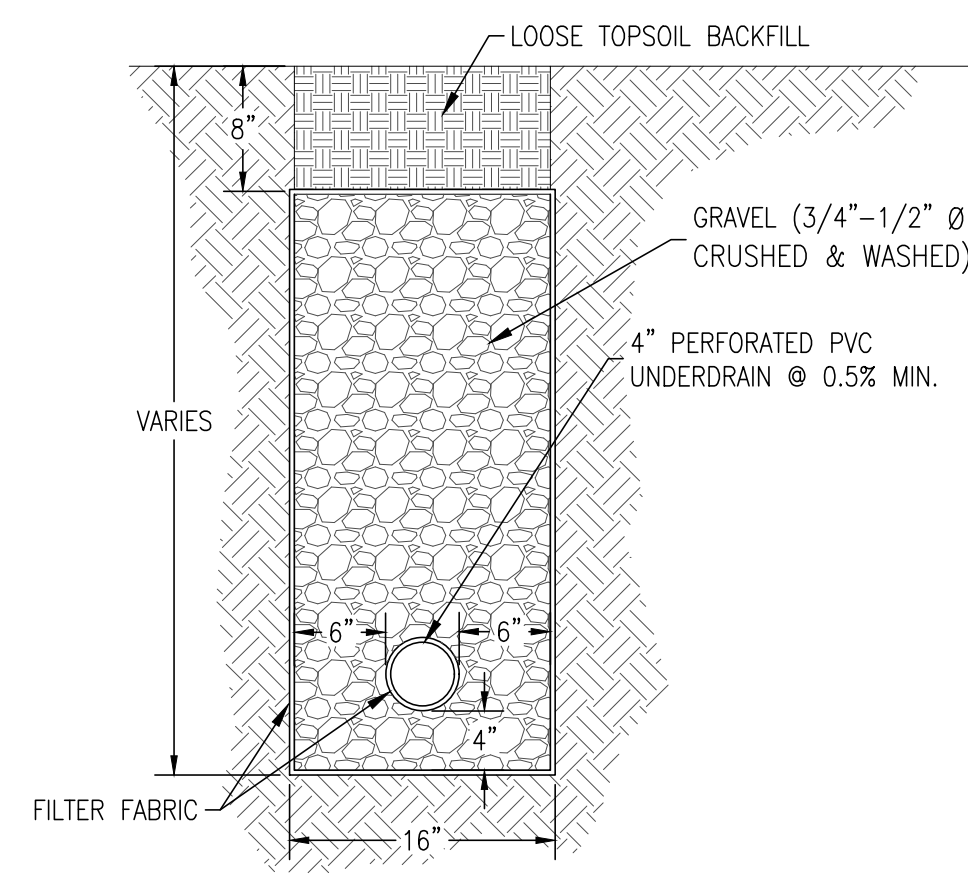


CANAAN (CT-000) - 8' METAL PICNIC TABLE

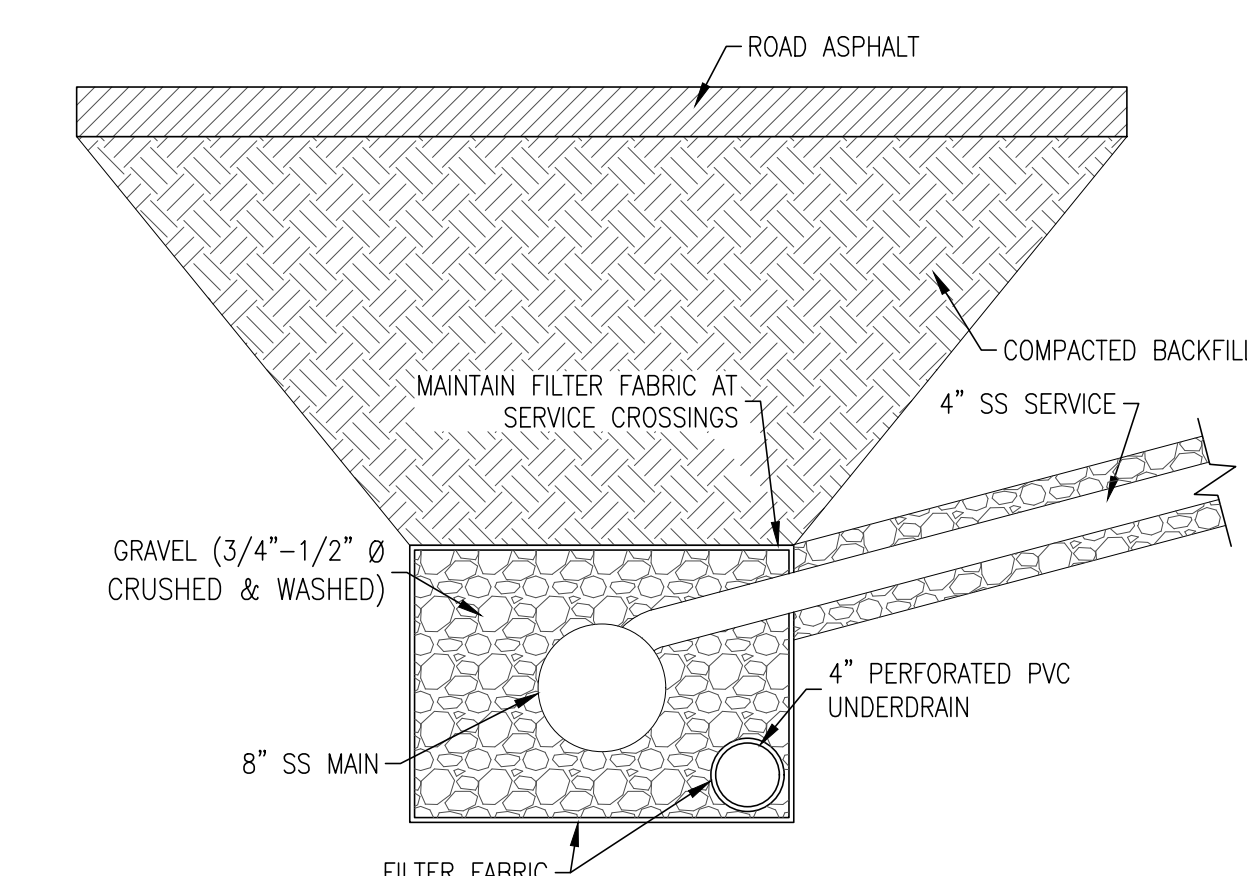




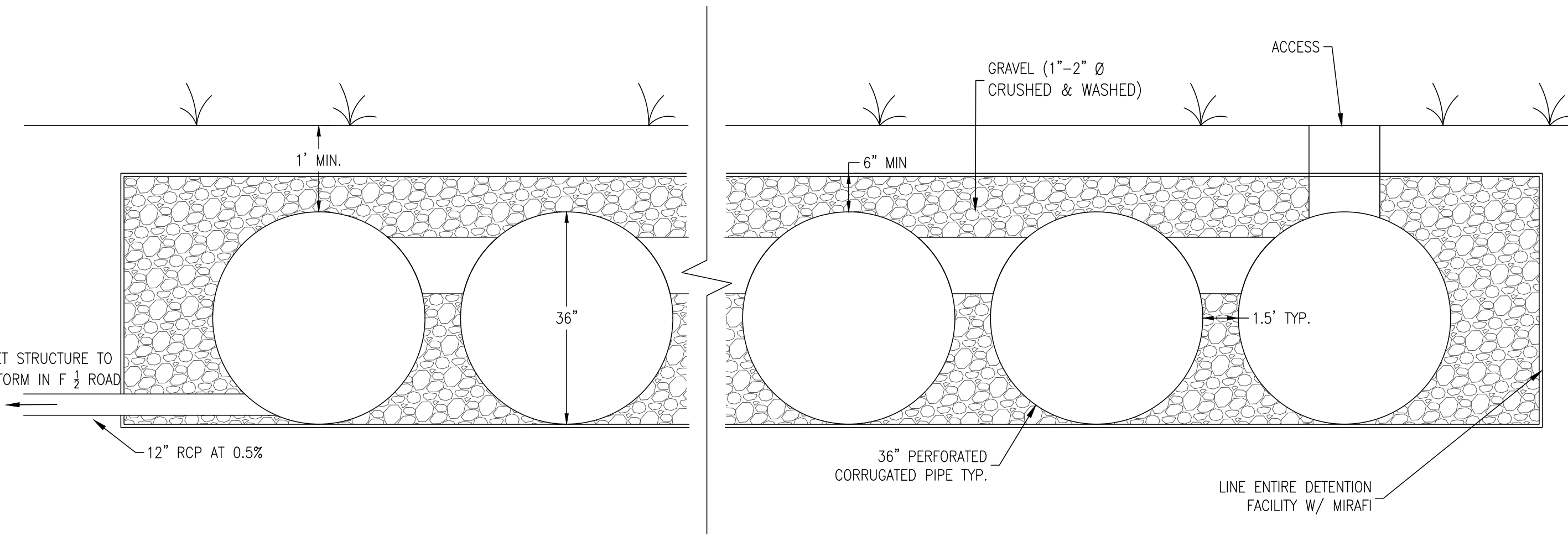
1 POINT WELL  
C3.0 N.T.S.



2 UNDERDRAIN  
C3.0 N.T.S.



3 SS AND UNDERDRAIN TRENCH AT SERVICE  
C3.0 N.T.S.



4 UNDERGROUND DETENTION SYSTEM  
C3.0 N.T.S.

**CONSTRUCTION NOTES:**

- 1 INSTALL UNDERDRAIN CLEANOUT @ ~100' INTERVALS
- 2 INSTALL POINT WELL RE: 1/C3.0
- 3 INSTALL CLAY CUTOFF WALL

**DETENTION SUMMARY TABLES**

	REQ'D VOLUME (CF)	ALLOWABLE DISCHARGE FLOW (CFS)	PIPE STORAGE CAPACITY	VOLUME (CF)
WQCV	1,457	-		3,110
10 YEAR	1,488	0.29		1,737
100 YEAR	4,725	1.37	TOTAL STORAGE CAPACITY	4,847

**ACCEPTANCE BLOCK**  
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CITY DEVELOPMENT ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

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REV.	DATE	BY	CHK.	COMMENT
1	06/20/18	JCA	JCA	FOR REVIEW - NOT FOR CONSTRUCTION

**Storm Sewer Plan and Profile**  
**Elevation 4591**  
 2524 F 1/2 Road  
 Grand Junction, Colorado

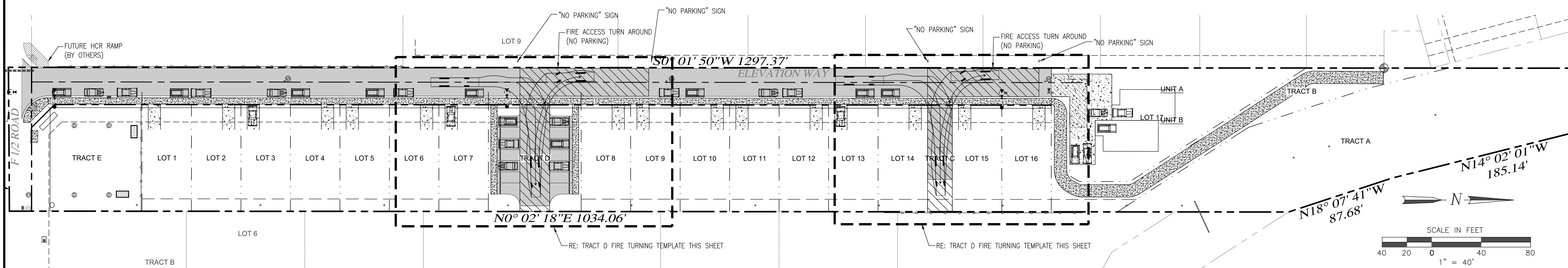
PROJECT NO: F17-021  
 DATE: 06/20/18  
 SCALE: SEE PLAN  
 CAD: Elevation-pcc-storm.dwg

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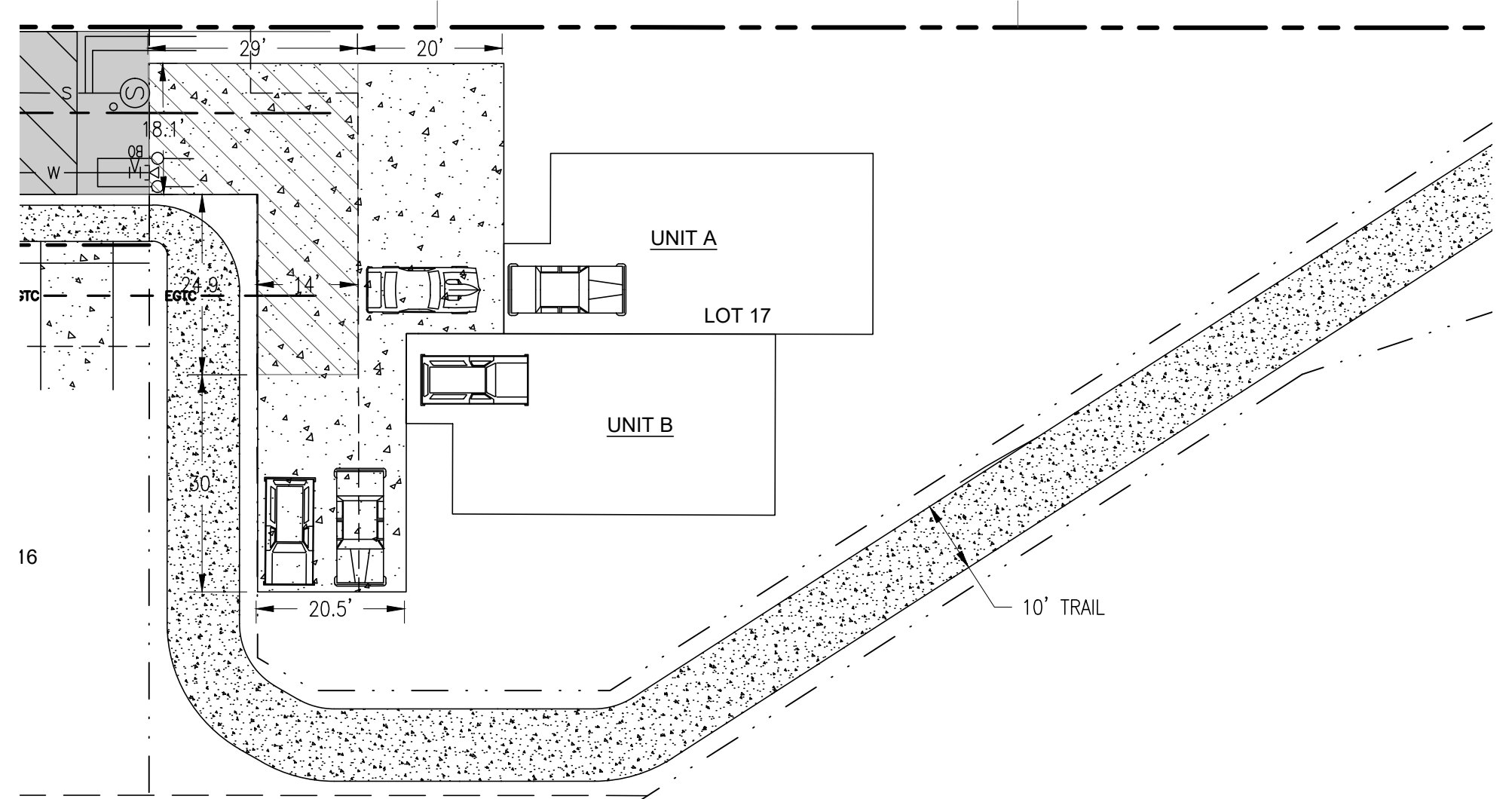
REV.	DATE	DESCRIPTION	BY
1	06/20/18	ROUND 1 REVIEW COMMENTS	BT

**Parking and Auto Turn Exhibit**  
**Elevation 4591**  
2524 F 1/2 Road  
Grand Junction, Colorado

PROJECT NO: F17-021  
DATE: 06/20/18  
SCALE: SEE PLAN  
CAD: @elevation-pcc-parking.dwg



**PARKING PLAN EXHIBIT**  
SCALE: 1" = 40'



**LOT 17 PARKING LAYOUT**  
SCALE: 1" = 20'

**REQUIRED PARKING**

3.0 PARKING SPACES PER UNIT  
18 UNITS X 3.0 SPACES = 54 PARKING SPACES

**ON-SITE PARKING**

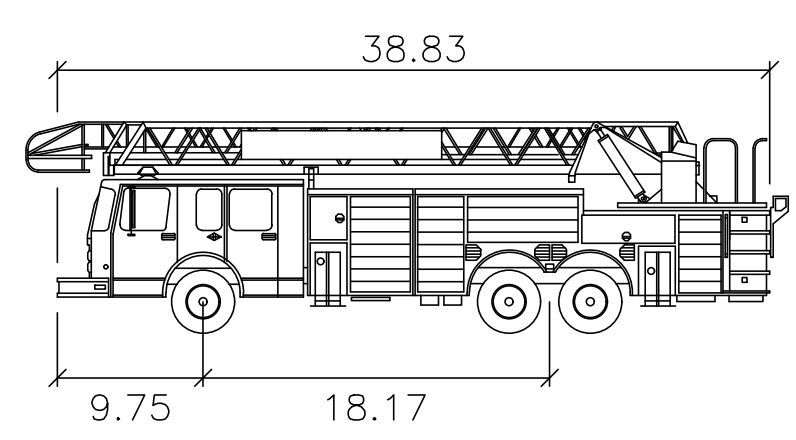
LOTS 1-16 PROVIDE 2 PARKING SPACES EACH  
(ONE IN GARAGE/ONE IN DRIVEWAY) = 32 SPACES  
TRACT D HAS 7 PARKING SPACES ON THE EAST AND WEST = 14 SPACES  
LOT 17 PROVIDES 5 PARKING SPACES = 5 SPACES  
TOTAL ON-SITE PARKING SPACES = 51

**ON-STREET PARKING**

WITH DRIVEWAYS COUPLED OR PAIRED ON THE LOT LINES,  
THERE IS 50' BETWEEN DRIVEWAYS FOR ON-STREET  
PARKING. THIS PROVIDES 13 ON-STREET PARKING SPACES  
IN ADDITION TO 3 PARKING NEAR THE PARK. FOR A TOTAL  
OF 16 SPACES

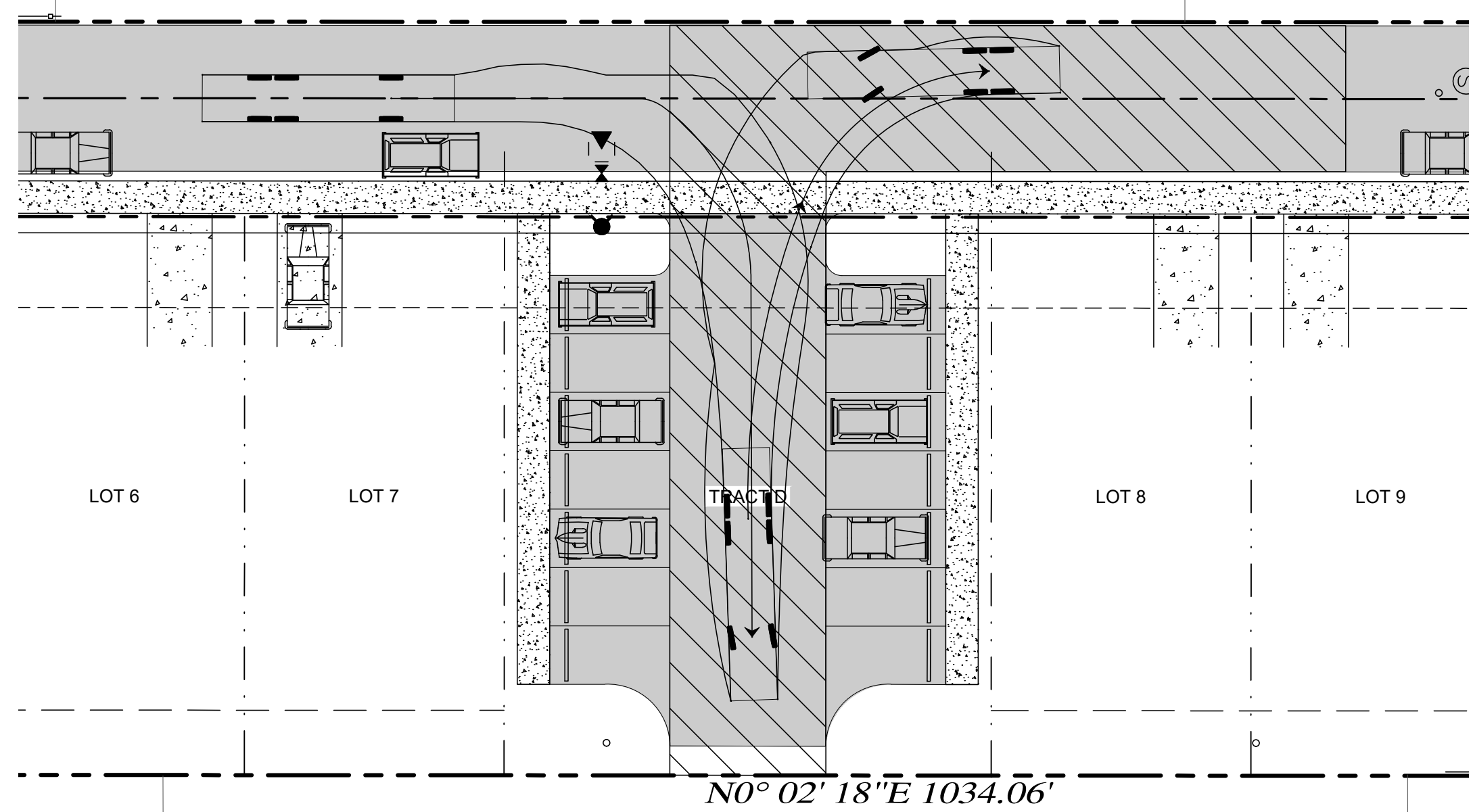
**TOTAL PARKING PROVIDED**

51 ON-SITE PARKING SPACES WITH LOTS  
16 ON-STREET PARKING SPACES  
67 TOTAL PARKING SPACES PROVIDED

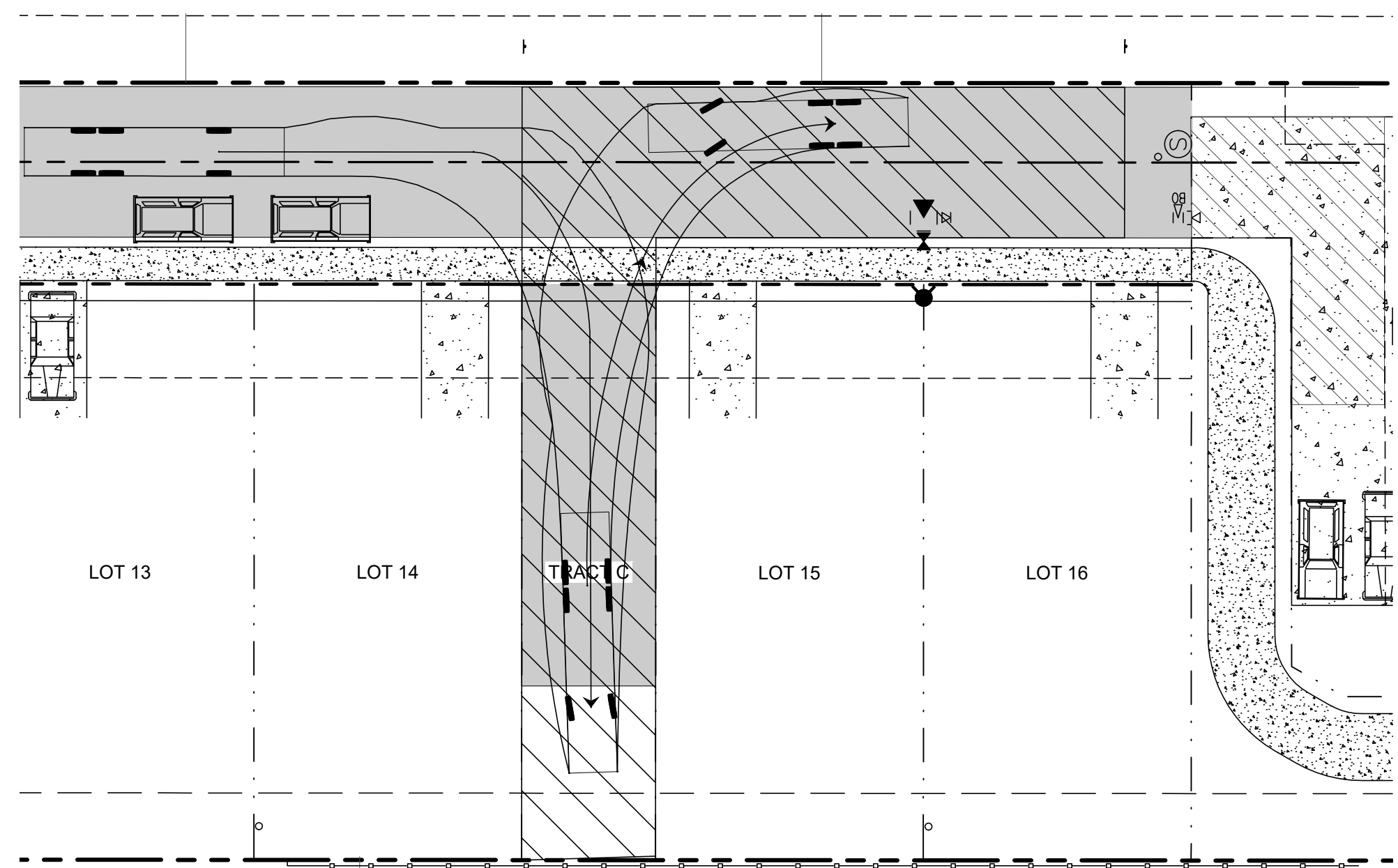


FireAP-39	feet
Width	: 7.22
Track	: 7.22
Lock to Lock Time	: 6.0
Steering Angle	: 33.3

SCALE IN FEET  
1" = 20'



**TRACT D FIRE TURNING TEMPLATE**  
SCALE: 1" = 20'



**TRACT C FIRE TURNING TEMPLATE**  
SCALE: 1" = 20'

**ACCEPTANCE BLOCK**  
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UTILITY	PROVIDER	PHONE NUMBER
SANITARY SEWER	CITY OF GRAND JUNCTION	970-244-1554
DRAINAGE	GRAND VALLEY DRAINAGE DISTRICT	970-242-4343
DOMESTIC WATER	LUTE WATER CONSERVANCY DISTRICT	970-242-7491
IRRIGATION	GRAND VALLEY IRRIGATION	970-242-2762
ELECTRICITY	XCEL ENERGY	800-895-4999
NATURAL GAS	XCEL ENERGY	800-895-4999
TELEPHONE	CENTURYLINK	800-603-6000
CABLE TELEVISION	CHARTER COMMUNICATIONS	877-273-7626

LOCATION OF UTILITIES SHOWN HEREON  
WAS PROVIDED BY OTHERS. CONTRACTOR  
MUST VERIFY LOCATION OF ALL EXISTING  
UTILITIES PRIOR TO CONSTRUCTION.

**811**  
Know what's below.  
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Colorado 811  
1-800-922-1987  
co811.org

FOR REVIEW - NOT FOR CONSTRUCTION

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE REZONING ELEVATION 4591 TO PD (PLANNED DEVELOPMENT)  
WITH A DEFAULT ZONE OF R-8 (RESIDENTIAL, 8 DU/AC) AND AN OUTLINE  
DEVELOPMENT PLAN FOR 18 RESIDENTIAL UNITS ON 3.23 ACRES**

**LOCATED AT 2524 F 1/2 ROAD**

Recitals:

The applicant, Chronos Property LLC, proposes to develop 16 single-family detached lots with one additional lot proposed for a two-family attached dwelling unit for a total of 18 dwelling units to be located at 2524 F ½ Road on a total of 3.23 acres to be constructed within one phase.

The request for an Outline Development Plan as a Planned Development with a default R-8 (Residential—8 du/ac) has been submitted in accordance with the Zoning and Development Code (Code).

This Planned Development zoning ordinance will establish the standards, default zoning, deviations and conditions of approval for the Outline Development Plan for Elevation 4591.

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

*#1 Greater quality and quantity of public and/or private open space.* The Applicant intends to provide a landscaped open space tract (proposed Tract E – 0.17 acres) with amenities such as bench and picnic shelters and school bus shelter in an area that will also function as a detention facility (with underground detention to allow the surface to be utilized as active open space) which will all be owned and maintained by a homeowners’ association. The installation of the proposed shelters/benches and underground detention facility are not required by Code and will serve as a community amenity for the subdivision.

In order to maximize the open space provided, the Applicant has designed the detention facility to be underground so that the surface may be utilized as active open space without regard to if and when the detention basin is filled with stormwater. The Applicant notes that with these amenities they will create a more desirable residential community and will add additional value to the greater community. The Code requires only a minimum 14-foot landscaping strip along F ½ Road, however the additional 75 feet of open space identified within Tract E is in excess of Code requirements (6,565 sq. ft.) The Code also does not require the

detention basin be buried. This feature will ensure uninterrupted use of the surface area as usable open space thereby providing for a greater quality of open space within the development.

*#2 Needed housing types and/or mix.* The Applicant is proposing to build homes that range between approximately 800 to 1,300 square feet on small lots that will require little to no maintenance. Recent conversations by the Applicant with local realtors indicate that there is a strong, local market demand for smaller, modern, wireless technology homes on small lots requiring little to no maintenance. There are very few homes in the local housing inventory or with new construction that meet this demand. Consequently, it has been represented that when this type of housing becomes available on the local market, they are immediately sold.

Concerning the changing housing market, the Grand Junction Comprehensive Plan states that “as the baby-boomer generations reach retirement age, the housing market is reflecting a desire for smaller yards, or no yards to maintain at all. At the same time, a younger generation is discovering the benefits of urban living: shorter commute times, more activities and less expensive housing. As a result of both of these trends, there is a resurging interest throughout the U.S. for smaller homes, townhomes, condominiums and urban living. Under these circumstances, providing opportunity for a variety of housing types (including higher density units) is sound, sustainable planning strategies to accommodate market pressure. (See Guiding Principle 3: Housing Variety – Comprehensive Plan document)”

The proposed housing product is a needed housing type and an important part of providing a mix of housing options within the City.

*#3 Innovative Designs.* The Applicant is proposing to build homes that range between 800 to 1,300 sq. ft. in size on smaller lots that require little maintenance. Recent planning and housing trends nationwide indicate that as the baby-boomer generation ages, the housing market is reflecting a desire for smaller yards and homes. At the same time, the younger generation is also discovering the benefits of urban living with shorter commute times, living closer to City amenities and more moderately size homes.

The Applicant has commissioned an architect to design three model homes that seek to meet the strong, local market demand for smaller housing. Color renderings have been attached as an Exhibit to show what the homes will look like. The Applicant provides the following regarding the innovative design of their housing product “The exterior will be a compilation of metal, composite and stone façade for a modern look but with low maintenance requirements. The homes will be equipped with wireless technology to control thermostats, lighting, entertainment technology and garage doors. Interior finishes will be high end, modern materials such as quartz countertops, plank flooring and modern cabinets with splashes of industrial hardware to accent the modern look of the homes. Landscaping will combine a limited amount of grass in the front yards (optional) with xeric plant materials and a split rail fence. The rear yard will be restricted to not more than 25% turf and will be landscaped with



one tree to provide additional privacy when the tree has matured. The use of solar panels is currently being explored and will be installed with each home if it is not cost prohibitive. Provision of smaller, energy efficient, technology smart homes that are in great demand in the Grand Valley may be the most significant community benefit offered by the Elevation 4591 development.”

The site as designed also offers an innovative design by maximizing the odd dimensions of the lot, providing for smaller lot sizes, providing for parking pods, and narrowing the street while meeting densities ranges as provided in the Comprehensive Plan.

After reviewing the application for a rezone to PD with an R-8 default zone district and an Outline Development Plan for the proposed Elevation 4591, PLD-2018-340, the following findings of fact have been made:

1. The Planned Development is in accordance with all criteria in Section 21.02.150 (b)(2) of the Grand Junction Zoning and Development Code.
2. Pursuant to Section 21.05.010, the Planned Development has been found to have long term community benefits including:
  - a. A greater quality and quantity of public and/or private open space;
  - b. A needed housing type and/or mix; and
  - c. Innovative designs.
3. Pursuant to 21.05.040(e), it has been found that a smaller site (3.23 acres) is appropriate for the development as a Planned Development.
4. The Planned Development is consistent with the vision, goals and policies of the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE OUTLINE DEVELOPMENT PLAN AS A PLANNED DEVELOPMENT FOR ELEVATION 4591 IS APPROVED WITH THE FOLLOWING STANDARDS AND DEFAULT ZONE:

- A. This Ordinance applies to the following described property:

BEG SW COR SE4NW4 SEC 3 1S 1W E 116FT N TO ROW G V CNL  
NLY CNL ROW TO N LI SE4NW4 W TO W LI SE4NW4 S TO BEG EXC  
ROW ON S AS DESC B-2821 P-451/454 MESA CO RECODS

Said parcel contains 3.23 acres more or less.

- B. This Property is zoned PD (Planned Development) with the following standards and requirements:

**Establishment of Uses:**

The Plan allows only single-family detached units on Lots 1-16 with one two-family attached dwelling proposed for Lot 17.

**Density:**

The proposed density of the subdivision is 5.57 dwelling units per acre (18 dwelling units on 3.23 acres). The Comprehensive Plan Future Land Use Map designates this property as Residential Medium (4 – 8 du/ac). The Applicant is requesting a default zone of R-8, which has a minimum density of 5.5 and a maximum density of 8 dwelling units/acre.

**Access:**

The only public access available to this property is from F ½ Road. The internal street design was reviewed and approved by the City's engineering team as an alternative street standard (30 feet right-of-way including curb, gutter, sidewalk on the east side with 22.5 feet of asphalt width) with the condition that the Applicant provide sufficient parking. To meet the required parking (18 off-lot stalls) the Applicant has provided a total of 30 off-lot parking spaces (14 spaces within proposed Tract D and 16 on-street parking spaces). As part of the alternative streets review, the City's engineering team only allowed for on-street parking on one side of the street (east side). Each lot will contain the minimum required 2 off-street parking spaces (one in garage and one in driveway) as consistent with Section 21.06.050 (c) of the Zoning and Development Code.

A TEDS Exception (Transportation Engineering Design Standards) was also approved by the City to allow a dead-end street to be longer than the Code provision of 750 feet, provided that a Fire Department turn-around was installed (proposed Tract C). The Applicant proposed a dead-end street to be approximately 835 feet in length.

**Open Space and Pedestrian Amenities:**

Tract E is located adjacent to F ½ Road at the subdivision entrance and provides for the installation of a park bench/shelter, picnic shelter and a separate school bus shelter for the usage of the neighborhood. Tract E will also contain an underground stormwater detention facility to optimize above ground landscaped open space (turf grass, trees and shrubs).

Within Tract B, at the north end of the property adjacent to the GVIC canal, the Applicant will dedicate and construct a 10-foot wide concrete trail for public use within a 15-foot public trail easement as required by the Urban Trails Master Plan. This trail connection would connect with other City owned open space in the area along the canal, north of Westwood Ranch Subdivision and within the Colonial Heights Subdivision to the northwest.

Tract B (0.16-acres) has been included in the proposed subdivision's open space which is proposed to connect to open space areas already owned by the City of Grand Junction adjacent to the canal. As part of the ODP request, the Applicant will dedicate and construct a 10 feet wide concrete trail within a 15 feet public trail easement as required by the Urban Trails Master Plan adjacent to the existing irrigation canal.

**Phasing:**



The Applicant is proposing to develop the subdivision in a single phase with the final plat being filed on or before December 31, 2021.

**Lot Layout:**

All proposed single-family detached lots are 3,441 sq. ft. in size with the exception of the two-family attached dwelling lot which will be 11,320 sq. ft. in size. The default zoning district of R-8 allows for a minimum lot size of 3,000 sq. ft. for detached single-family and 6,000 sq. ft. for a two-family dwelling.

**Landscaping & Fencing:**

Landscaping including trees and shrubs will be provided within proposed Tracts B, C, D and E, per Code requirements. Six-foot tall privacy fencing will be provided where fencing does not currently exist which is along the southside of proposed Lot 1 to help screen and buffer the property from F ½ Road and along the west property line to screen the property adjacent to 2522 F ½ Road. Six-foot tall privacy fencing will also be installed on the eastside of the property adjacent to the existing open space tract area located within Westwood Ranch subdivision at the northern end of the property. Additional fencing will not be required adjacent to Westwood Ranch nor Diamond Ridge Subdivision’s since these existing properties already contain privacy fencing along their backyards adjacent to the Applicant’s property. All proposed tracts of land will be conveyed to and maintained by the proposed Homeowner’s Association with exception of Tract A that will be conveyed to GVIC.

**Subdivision Signage:**

The Applicant is proposing to have one subdivision sign located at the subdivision entrance. Subdivision signage will be placed in an HOA tract that abuts the public right-of-way (proposed Tract E) and will not exceed 8 feet in height and 32 sq. ft. in size as is consistent with Section 21.06.070 (h) (1) of the Zoning and Development Code.

**Default Zone and Deviations:**

The Applicant is proposing to utilize the dimensional standards for the R-8 (Residential – 8 du/ac) zone district with four (4) variations that would be more restrictive than current Code requirements including and as shown in the following table:

- 1) Increasing above the minimum requirement, the rear yard setback from 10 feet to 20 feet;
- 2) Decreasing the maximum building height from 40 feet to 24 feet;
- 3) Increasing above the minimum requirement, the lot area from 3,000 to 3,400 sq. ft.; and
- 4) Increasing above the minimum requirement, the side yard setback along the west property line of proposed Lot 17 from 5 feet to 15 feet.

Dimensional Standard	R-8	Proposed ODP
Front yard setback (Principal/Accessory):	20 feet/25 feet	Same
Side yard setback (Principal/Accessory):	5 feet/3 feet	15 feet on western property line of Lot 17 only
Rear yard setback (Principal/Accessory):	10 feet/5 feet	20 feet/5 feet

Maximum building height:	40 feet	24 feet
Maximum Lot Coverage:	70%	Same
Minimum Lot Area:	3,000 sq. ft.	3,400 sq. ft.
Minimum Lot Width:	40 feet	Same

The proposed variations come as a result of the Applicant addressing some of the concerns expressed by area resident's regarding homes being located close to their existing fences, back yards and the blockage of current views of what could be constructed under the R-8 zone district as far as a maximum building height.

**Deviations:**

Section 21.05.040 (g) of the Zoning and Development Code allows for the Planning Commission to recommend the City Council deviate from the default district standards subject to the provision of any of the community amenities as identified below. In order for the Planning Commission to recommend and the City Council to approve the deviation, the listed amenities to be provided shall be in excess of what would otherwise be required by the code. These amenities include:

*1. Transportation amenities including, but not limited to, trails other than required by multimodal plan, bike or pedestrian amenities or transit oriented improvements, including school and transit bus shelter;*

The Applicant has provided a covered school bus shelter to the open space area (proposed Tract E of .17 acres) at the entrance to the development adjacent to F ½ Road. The shelter will be constructed on a concrete pad with covered shelter for use by children waiting for school buses. The school bus shelter facility is not required by the Code and as such are in excess of what would otherwise be required.

*2. Open space, agricultural land reservation or land dedication of 20% or greater;*

The Applicant is not proposing to dedicate 20% or greater of the site for the purposes of open space or agricultural land reservation/dedication.

*3. Community facilities for provision of public services beyond those required for development within the PD;*

The Applicant is not proposing to provide any traditional community facilities for the provision of public service.

*4. The provision of affordable housing for moderate, low and very low income household pursuant to HUD definitions for no less than 20 years; and*

The Applicant is not proposing to provide any affordable housing for moderate, low or very low households consistent with HUD definitions for these households.

5. *Other amenities, in excess of minimum standards required by this Code, that the Council specifically finds provide sufficient community benefit to offset the proposed deviation.*

A direct benefit to the adjacent neighborhood will be the increased rear yard setback from 10 feet to 20 feet and the reduction of the maximum building height from 40 feet to 24 feet. The Applicant is also increasing the side yard setback along the west property line of proposed Lot 17 only from 5 feet to 15 feet. The proposed increase of the minimum setbacks comes as a direct result of discussions with area residents during the Neighborhood Meeting at which time residents expressed concern with homes being located close to their existing fences and with the maximum height allowed by the R-8 zone district. Both the rear and side yard setbacks and lowering of building height are restrictions in excess of minimum standards and provide a direct benefit to the surrounding neighborhood.

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

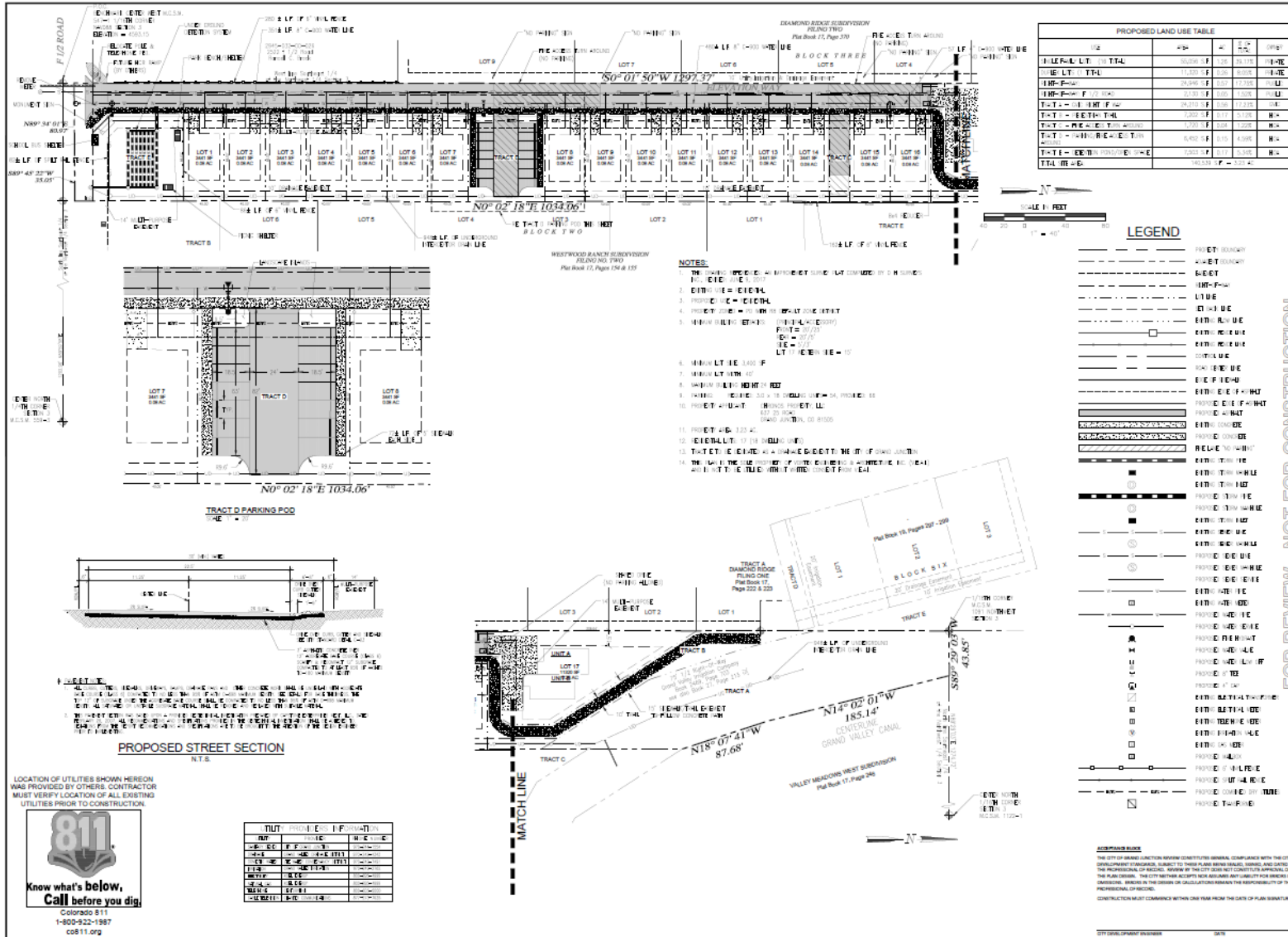
PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018 and ordered published in pamphlet form.

ATTEST:

\_\_\_\_\_  
President of City Council

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

# EXHIBIT A – OUTLINE DEVELOPMENT PLAN



**VORTEX ENGINEERING, INC.**  
 PROFESSIONAL ENGINEERING  
 1470 S. UNIVERSITY AVENUE  
 SUITE 100  
 DENVER, COLORADO 80202  
 PHONE: (303) 733-4400  
 FAX: (303) 733-4401

James C. Atkinson  
 PROFESSIONAL ENGINEER  
 LICENSE NO. 10008

FOR REVIEW - NOT FOR CONSTRUCTION

Site Plan  
**Elevation 4591**  
 2524 E 1/2 Road  
 Grand Junction, Colorado

PROJECT NO: 1717-001  
 DATE: 06/2016  
 DRAWN: SEE PLAN  
 CHECKED: [Signature]

1

811  
 Know what's below,  
 Call before you dig.

Colorado 811  
 1-800-922-1987  
 cob11.org

TYPE	PROVIDED	EXISTING	PROPOSED
WATER	10"	10"	10"
SEWER	10"	10"	10"
TELEPHONE	10"	10"	10"
CABLE	10"	10"	10"
POWER	10"	10"	10"
OTHER	10"	10"	10"

- NOTES:**
1. THE PROPOSED DEVELOPMENT SHALL BE CONFORMANT WITH THE CITY OF GRAND JUNCTION DEVELOPMENT ORDINANCE, CHAPTER 10, ARTICLE 10.01.
  2. THE PROPOSED DEVELOPMENT SHALL BE CONFORMANT WITH THE CITY OF GRAND JUNCTION DEVELOPMENT ORDINANCE, CHAPTER 10, ARTICLE 10.02.
  3. THE PROPOSED DEVELOPMENT SHALL BE CONFORMANT WITH THE CITY OF GRAND JUNCTION DEVELOPMENT ORDINANCE, CHAPTER 10, ARTICLE 10.03.
  4. THE PROPOSED DEVELOPMENT SHALL BE CONFORMANT WITH THE CITY OF GRAND JUNCTION DEVELOPMENT ORDINANCE, CHAPTER 10, ARTICLE 10.04.
  5. THE PROPOSED DEVELOPMENT SHALL BE CONFORMANT WITH THE CITY OF GRAND JUNCTION DEVELOPMENT ORDINANCE, CHAPTER 10, ARTICLE 10.05.
  6. THE PROPOSED DEVELOPMENT SHALL BE CONFORMANT WITH THE CITY OF GRAND JUNCTION DEVELOPMENT ORDINANCE, CHAPTER 10, ARTICLE 10.06.
  7. THE PROPOSED DEVELOPMENT SHALL BE CONFORMANT WITH THE CITY OF GRAND JUNCTION DEVELOPMENT ORDINANCE, CHAPTER 10, ARTICLE 10.07.
  8. THE PROPOSED DEVELOPMENT SHALL BE CONFORMANT WITH THE CITY OF GRAND JUNCTION DEVELOPMENT ORDINANCE, CHAPTER 10, ARTICLE 10.08.
  9. THE PROPOSED DEVELOPMENT SHALL BE CONFORMANT WITH THE CITY OF GRAND JUNCTION DEVELOPMENT ORDINANCE, CHAPTER 10, ARTICLE 10.09.
  10. THE PROPOSED DEVELOPMENT SHALL BE CONFORMANT WITH THE CITY OF GRAND JUNCTION DEVELOPMENT ORDINANCE, CHAPTER 10, ARTICLE 10.10.
  11. THE PROPOSED DEVELOPMENT SHALL BE CONFORMANT WITH THE CITY OF GRAND JUNCTION DEVELOPMENT ORDINANCE, CHAPTER 10, ARTICLE 10.11.
  12. THE PROPOSED DEVELOPMENT SHALL BE CONFORMANT WITH THE CITY OF GRAND JUNCTION DEVELOPMENT ORDINANCE, CHAPTER 10, ARTICLE 10.12.
  13. THE PROPOSED DEVELOPMENT SHALL BE CONFORMANT WITH THE CITY OF GRAND JUNCTION DEVELOPMENT ORDINANCE, CHAPTER 10, ARTICLE 10.13.
  14. THE PROPOSED DEVELOPMENT SHALL BE CONFORMANT WITH THE CITY OF GRAND JUNCTION DEVELOPMENT ORDINANCE, CHAPTER 10, ARTICLE 10.14.
  15. THE PROPOSED DEVELOPMENT SHALL BE CONFORMANT WITH THE CITY OF GRAND JUNCTION DEVELOPMENT ORDINANCE, CHAPTER 10, ARTICLE 10.15.

LOCATION OF UTILITIES SHOWN HEREON WAS PROVIDED BY OTHERS. CONTRACTOR MUST VERIFY LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.

**DISCLAIMER:**  
 THE CITY OF GRAND JUNCTION ENGINEERING DEPARTMENT ASSUMES NO LIABILITY FOR THE DEVELOPMENT STANDARDS, SUBJECT TO THESE PLANS BEING SEAL, SIGNED, AND DATED BY THE PROFESSIONAL ENGINEER. REVIEW BY THE CITY DOES NOT CONSTITUTE APPROVAL OF THE PLANS. THE CITY DOES NOT ACCEPT ANY LIABILITY FOR ERRORS OR OMISSIONS. REVIEW BY THE CITY DOES NOT CONSTITUTE APPROVAL OF THE PROFESSIONAL ENGINEER'S WORK.  
 CONTRACTOR MUST COMPLY WITH ALL RULES FROM THE DATE OF PLAN SIGNATURE.

CITY DEVELOPMENT DIVISION 3/15



## Grand Junction City Council

### Regular Session

Item #3.a.

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**Meeting Date:** September 19, 2018

**Presented By:** Trent Prall, Public Works Director

**Department:** Public Works - Engineering

**Submitted By:** Paul Jagim, Transportation Engineer

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### **Information**

#### **SUBJECT:**

A Resolution Authorizing Agreement with CDOT for Traffic Maintenance

#### **RECOMMENDATION:**

Adopt a Resolution authorizing the City Manager to enter into a Maintenance Contract with CDOT for traffic maintenance.

#### **EXECUTIVE SUMMARY:**

The CDOT maintenance contract for traffic control devices provides the City with monthly reimbursement for City staff to maintain traffic signals, signs, striping and marking on State Highways within City limits.

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

The City of Grand Junction maintains traffic signals, signs, striping and markings on State Highways within the City limits under a maintenance contract. The existing contract expired June 30, 2018. This new contract provides for an annual reimbursement of \$386,271.60, billed monthly. The new contract, consistent with past practice, is for a five-year term and totals \$1,931,358.00. This maintenance agreement has been in place since for more than 20 years.

The City maintains 21.1 centerline miles of signs and delineators, 9.9 centerline miles of striping and markings, and 44 signals for CDOT. New for this contract is for the City to rebuild 11 signals.

#### **FISCAL IMPACT:**

The total reimbursement rate from CDOT is monthly payments of \$32,189.30, or \$386,271.60 annually. Over the course of the five year contract, the City will receive \$1,931,358.00 from CDOT. The annual revenues from this contract are budgeted in the Transportation Engineering Division budget.

**SUGGESTED MOTION:**

I move to adopt Resolution No. 58-18 - a Resolution authorizing an agreement between the City of Grand Junction and the Colorado Department of Transportation to perform traffic maintenance services on State highways.

**Attachments**

1. CDOT Resolution
2. CDOT Maintenance Agreement



**RESOLUTION NO. XX-18**

**A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF GRAND JUNCTION AND THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) TO PERFORM TRAFFIC MAINTENANCE SERVICES ON STATE HIGHWAYS**

RECITALS:

The State has certain legal obligations to maintain State highways in and through the City. To maximize its efficiency and effectiveness, the State has proposed a contract whereby the City will provide operation and maintenance of traffic control devices on State Highways within the City limits as described in the contract. The State will pay a reasonable, negotiated fixed rate of \$386,271.60 annually.

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

- a. The City Council hereby authorizes the City Manager to sign the Traffic Maintenance Contract with the Colorado Department of Transportation.
- b. The City Council hereby authorizes the expenditure of funds and the commitment of resources, as necessary, to meet the terms and obligations of the agreement.
- c. This resolution shall be in full forces and effect from the date on which it is signed.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018

CITY OF GRAND JUNCTION, COLORADO

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

ATTEST:

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

(State \$Traffic Mtce)  
CITY OF GRAND JUNCTION

Rev 10/03  
Region: 3 (rbs)

### CONTRACT

**THIS AGREEMENT is entered into by and between the CITY OF GRAND JUNCTION (hereinafter called the “Local Agency”), and the STATE OF COLORADO acting by and through the Department of Transportation (hereinafter called the “State” or “CDOT”).**

#### **RECITALS:**

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs in Fund Number 400, Function: 2000, GL Account: 4541000020, and Cost Centers: R3830-010 (Signs & Signals) and R3820-010 (Markings and Stripings). (Contract Encumbrance Amount: \$0.00).
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Section 43-2-102 and 103, C.R.S., require the State to maintain State highways (including where such highways extend through a city or an incorporated town), and Section 43-2-135(1)(i), C.R.S., as amended, requires the State to install, operate, maintain and control, at State expense, all traffic control devices on the State highway system within cities and incorporated towns.
4. The parties desire to enter this contract for the Local Agency to provide some or all of the certain Highway maintenance services on State highways that are the responsibility of the State under applicable law, and for the State to pay the Local Agency a reasonable negotiated fixed rate for such services.
5. The parties also intend that the Local Agency shall remain responsible to perform any services and duties on State highways that are the responsibility of the Local Agency under applicable law, at its own cost.
6. The State and the Local Agency have the authority, as provided in Sections 29-1-203, 43-1-106, 43-2-103, 43-2-104, and 43-2-144, C.R.S., as amended, and if applicable, in an ordinance or resolution duly passed and adopted by the Local Agency, to enter into contract with the Local Agency for the purpose of maintenance of traffic control devices on the State highway system as hereinafter set forth.
7. The Local Agency has adequate facilities to perform the desired maintenance services on State highways within its jurisdiction.

#### **THE PARTIES NOW AGREE THAT:**

##### **Section 1. Scope of Work**

The Local Agency shall perform all maintenance services for the specified locations located within the Local Agency's jurisdiction and described in **Exhibit A**. Such services and highways are further detailed in Section 5.

##### **Section 2. Order of Precedence**

In the event of conflicts or inconsistencies between this contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Special Provisions contained in section 22 of this contract
2. This contract
3. **Exhibit A** (Scope of Work)
4. **Exhibit C** (Option Letter)
5. **Exhibit D** (Encumbrance Letter).

##### **Section 3. Term**

This contract shall be effective upon the date signed/approved by the State Controller, or designee, or on July 1, 2018, whichever is later. The term of this contract shall be for **a term of FIVE (5) years**. Provided, however, that the State's financial obligation for each subsequent, consecutive fiscal year of that term after the first fiscal year shall be subject to and contingent upon funds for each subsequent year being appropriated, budgeted, and otherwise made available therefor.

##### **Section 4. Project Funding and Payment Provisions**

- A. The Local Agency has estimated the total cost of the work and is prepared to accept the State funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and

to complete the work under the project. A copy of any such ordinance or resolution is attached hereto and incorporated herein as **Exhibit B**.

- B. Subject to the terms of this contract, for the satisfactory performance of the maintenance services on the Highways, as described in Section 5, the State shall pay the Local Agency on a lump sum basis, payable in monthly installments, upon receipt of the Local Agency's Statements, as provided herein.
- C. The State shall pay the Local Agency for the satisfactory operation and maintenance of traffic control devices under this agreement at the rates described in **Exhibit A**.
- D. The Local Agency will provide maintenance services as described in **Exhibit A**, for a **total maximum amount of \$386,271.60 per State fiscal year, and a maximum contract total shall not exceed the cumulative five-year total of \$1,931,358.00**. The negotiated rate per location shall remain fixed for the full five-year term of the contract, unless this rate is renegotiated in accord with the procedure set forth herein in Section 17. The total payments to the Local Agency during the term of this contract shall not exceed that maximum amount, unless this contract is amended. The Local Agency will bill the State monthly and the State will pay such bills within 45 days.
- E. The Statements submitted by the Local Agency for which payment is requested shall contain an adequate description of the type(s) and the quantity(ies) of the maintenance services performed, the date(s) of that performance, and on which specific sections of the highways such services were performed, in accord with standard Local Agency billing standards.
- F. If the Local Agency fails to satisfactorily perform the maintenance services or if the Statement submitted by the Local Agency does not adequately document the payment requested, after notice thereof from the State, the State may deduct and retain a proportionate amount from the monthly payment, based on the above rate, for that segment or portion.

#### **Section 5: State & Local Agency Commitments:**

- A. The Local Agency shall perform the maintenance services for the certain State highway system locations described herein. Such services and locations are detailed in **Exhibit A**.
- B. The Local Agency shall operate and maintain the specific traffic control devices, and at the particular locations, all as listed on **Exhibit A**, in a manner that is consistent with current public safety standards on State highways within its jurisdictional limits, and in conformance with applicable portions of the "Manual on Uniform Traffic Control Devices" and the "Colorado Supplement" thereto, which are referred to collectively as the "Manual" and which are incorporated herein by reference as terms and conditions of this agreement. The Local Agency shall provide all personnel, equipment, and other services necessary to satisfactorily perform such operation and maintenance.
- C. The Parties shall have the option to add or delete, at any time during the term of this agreement and subject to §17 of this agreement, one or more specific traffic control devices to the list shown in **Exhibit A** and therefore amend the maintenance services to be performed by the Local Agency under this agreement. The State may amend **Exhibit A** by written notice to the Local Agency using an Option Letter substantially equivalent to **Exhibit C**.
- D. The Local Agency may propose, in writing, other potential specific traffic control devices to be operated and maintained by the Local Agency during the term of this agreement, based on the same rates that had been initially agreed to by the Local Agency in **Exhibit A**. If the State determines in writing that operation and maintenance of those other devices by the Local Agency is appropriate, and is desirable to the State, and if the State agrees to add such devices to this agreement, then the State shall, by written Option Letter issued to the Local Agency in a form substantially equivalent to **Exhibit C**, add such devices to this contract.
- E. The Local Agency shall perform all maintenance services on an annual basis. The Local Agency's performance of such services shall comply with the same standards that are currently used by the State for the State's performance of such services, for similar type highways with similar use, in that year, as determined by the State. The State's Regional Transportation Director, or his representative, shall determine the then current applicable maintenance standards for the maintenance services. Any standards/directions provided by the State's representative to the Local Agency concerning the maintenance services shall be in writing. The Local Agency shall contact the State Region office and obtain those standards before the Local Agency performs such services.

#### **Section 6. Record Keeping**

The Local Agency shall maintain a complete file of all records, documents, communications, and other written materials that pertain to the costs incurred under this contract. The Local Agency shall maintain such records for a period of three (3) years after the date of termination of this contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The Local Agency shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and

employees of the State and, if applicable, FHWA to inspect the project and to inspect, review and audit the project records.

### **Section 7. Termination Provisions**

This contract may be terminated as follows:

- A. This contract may be terminated by either party, but only at the end of the State fiscal year (June 30), and only upon written notice thereof sent by registered, prepaid mail and received by the non-terminating party, not later than 30 calendar days before the end of that fiscal year. In that event, the State shall be responsible to pay the Local Agency only for that portion of the highway maintenance services actually and satisfactorily performed up to the effective date of that termination, and the Local Agency shall be responsible to provide such services up to that date, and the parties shall have no other obligations or liabilities resulting from that termination.

Notwithstanding subparagraph A above, this contract may also be terminated as follows:

- B. Termination for Convenience. The State may terminate this contract at any time the State determines that the purposes of the distribution of moneys under the contract would no longer be served by completion of the project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.
- C. Termination for Cause. If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this contract, the State shall thereupon have the right to terminate this contract for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this contract shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Local Agency shall be obligated to return any payments advanced under the provisions of this contract.

Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the contract by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.

If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the contract had been terminated for convenience, as described herein.

- D. Termination Due to Loss of Funding. The parties hereto expressly recognize that the Local Agency is to be paid, reimbursed, or otherwise compensated with federal and/or State funds which are available to the State for the purposes of contracting for the project provided for herein, and therefore, the Local Agency expressly understands and agrees that all its rights, demands and claims to compensation arising under this contract are contingent upon availability of such funds to the State. In the event that such funds or any part thereof are not available to the State, the State may immediately terminate or amend this contract.

### **Section 8. Legal Authority**

The Local Agency warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the Local Agency to its terms. The person(s) executing this contract on behalf of the Local Agency warrants that such person(s) has full authorization to execute this contract.

### **Section 9. Representatives and Notice**

The State will provide liaison with the Local Agency through the State's Region Director, Region 3, 222 S. 6th Street. Said Region Director will also be responsible for coordinating the State's activities under this contract and will also issue a "Notice to Proceed" to the Local Agency for commencement of the work. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region 3 and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

**If to State**

CDOT Region: 3  
Andi Staley  
Project Manager  
222 S. 6th Street, Room 100  
Grand Junction, CO 81501  
970-683-6278

**If to the Local Agency**

City of Grand Junction  
D. Paul Jagim  
City Transportation Engineer  
333 West Avenue, Building D  
Grand Junction, CO 81501  
970-244-1542

**Section 10. Successors**

Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**Section 11. Third Party Beneficiaries**

It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

**Section 12. Governmental Immunity**

Notwithstanding any other provision of this contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

**Section 13. Severability**

To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

**Section 14. Waiver**

The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

**Section 15. Entire Understanding**

This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed by the parties and approved pursuant to the State Fiscal Rules.

**Section 16. Survival of contract Terms**

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

## Section 17. Modification and Amendment

This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

### A. Amendment

Either party may suggest renegotiation of the terms of this contract, provided that the contract shall not be subject to renegotiation more often than annually, and that neither party shall be required to renegotiate. If the parties agree to change the provisions of this contract, the renegotiated terms shall not be effective until this contract is amended/modified accordingly in writing. Provided, however, that the rates will be modified in accordance with applicable cost accounting principles and standards (including sections 24-107-101, et seq., C.R.S. and implementing regulations), and be based on an increase/decrease in the "allowable costs" of performing the Work. Any such proposed renegotiation shall not be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved by the State Controller or delegee. Any such rate change will go into effect on the first day of the first month following the amendment execution date.

### B. Option Letter

- a. The State may increase/decrease the quantity of goods/services described in **Exhibit A** at the same unit prices (rates) originally established in the contract. The State may exercise the option by written notice to the Local Agency in a form substantially equivalent to **Exhibit C**.
- b. As a result of increasing/decreasing the locations, the State may also unilaterally increase/decrease the maximum amount payable under this contract based upon the unit prices (rates) originally established in the contract and the schedule of services required, as set by the terms of this contract. The State may exercise the option by providing a fully executed option to the Local Agency, in a form substantially equivalent to **Exhibit C**, immediately upon signature of the State Controller or an authorized delegate. The Option Letter shall not be deemed valid until signed by the State Controller or an authorized delegate. Any such rate change will go into effect on the first day of the first month following the option letter execution date.

### C. State Encumbrance Letter

The State may encumber the funds up to the maximum amount allowed during a given fiscal year by unilateral execution of an encumbrance letter in a form substantially equivalent to **Exhibit D**. The State shall provide a fully executed encumbrance letter to the Local Agency after execution. Delivery/performance of the goods/services shall continue at the same rate and under the same terms as established in the contract.

## Section 18. Disputes

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract, which is not disposed of by agreement, will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the contract in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

## Section 19. Does not supersede other agreements

This contract is not intended to supersede or affect in any way any other agreement (if any) that is currently in effect between the State and the Local Agency for other "maintenance services" on State Highway rights-of-way within the jurisdiction of the Local Agency. Also, the Local Agency shall also continue to perform, at its own expense, all such activities/duties (if any) on such State Highway rights-of-ways that the Local Agency is required by applicable law to perform.



## Section 20. SubLocal Agencies

The Local Agency may subcontract for any part of the performance required under this contract, subject to the Local Agency first obtaining approval from the State for any particular subLocal Agency. The State understands that the Local Agency may intend to perform some or all of the services required under this contract through a subLocal Agency. The Local Agency agrees not to assign rights or delegate duties under this contract [or subcontract any part of the performance required under the contract] without the express, written consent of the State, which shall not be unreasonably withheld. Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns.

## Section 21. Statewide Contract Management System

If the maximum amount payable to Local Agency under this contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this **§ 21. Statewide Contract Management System** applies.

Local Agency agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of Local Agency performance on state contracts and inclusion of contract performance information in a Statewide contract management system.

Local Agency's performance shall be subject to evaluation and review in accordance with the terms and conditions of this contract, State law, including CRS §24-103.5-101, and State fiscal rules, policies and guidance. Evaluation and review of the Local Agency's performance shall be part of the normal contract administration process and Local Agency's performance will be systematically recorded in the statewide contract management system. Areas of evaluation and review shall include, but shall not be limited to, quality, cost and timeliness. Collection of information relevant to the performance of Local Agency's obligations under this contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Local Agency's obligations. Such performance information shall be entered into the Statewide contract management system at intervals established herein and a final evaluation, review and rating shall be rendered within 30 days of the end of the contract term. Local Agency shall be notified following each performance evaluation and review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance evaluation and review determine that Local Agency demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Transportation, and showing of good cause, may debar Local Agency and prohibit Local Agency from bidding on future contracts. Local Agency may contest the final evaluation, review and rating by: **(a)** filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or **(b)** under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Local Agency, by the Executive Director, upon showing of good cause.

## Section 22. Special Provisions

**These Special Provisions apply to all contracts except where noted in *italics*.**

- A. CONTROLLER'S APPROVAL. CRS §24-30-202(1).** This contract shall not be valid until it has been approved by the Colorado State Controller or designee.
- B. FUND AVAILABILITY. CRS §24-30-202(5.5).** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
- C. GOVERNMENTAL IMMUNITY.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
- D. INDEPENDENT LOCAL AGENCY.** The Local Agency shall perform its duties hereunder as an independent the Local Agency and not as an employee. Neither the Local Agency nor any agent or employee of the Local Agency shall be deemed to be an agent or employee of the State. the Local Agency and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for the Local Agency or any of its agents or employees. Unemployment insurance benefits will be available to the Local Agency and its employees and agents only if such coverage is made available by the Local Agency or a third party. the Local Agency shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. the Local Agency shall not have authorization, express or implied, to bind the State to any agreement, liability or

understanding, except as expressly set forth herein. the Local Agency shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

- E. COMPLIANCE WITH LAW.** The Local Agency shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
- F. CHOICE OF LAW.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.
- G. BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
- H. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. the Local Agency hereby certifies and warrants that, during the term of this contract and any extensions, the Local Agency has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the Local Agency is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
- I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507.** The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. The Local Agency has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Local Agency's services and the Local Agency shall not employ any person having such known interests.
- J. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. [Not Applicable to intergovernmental agreements]** Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.
- K. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101. [Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]** The Local Agency certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), the Local Agency shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subthe Local Agency that fails to certify to the Local Agency that the subthe Local Agency shall not knowingly employ or contract with an illegal alien to perform work under this contract, the Local Agency (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subthe Local Agency and the contracting State agency within three days if the Local Agency has actual knowledge that a subthe Local Agency is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subthe Local Agency does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation,

*undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If the Local Agency participates in the Department program, the Local Agency shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that the Local Agency has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If the Local Agency fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, the Local Agency shall be liable for damages.*

- L. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.** the Local Agency, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she **(a)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(b)** shall comply with the provisions of CRS §24-76.5-101 et seq., and **(c)** has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**Revised 1-1-09**

**Section 23. SIGNATURE PAGE**

**THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

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

<p style="text-align: center;"><b>THE LOCAL AGENCY CITY OF GRAND JUNCTION</b></p> <p>Name: _____ (print name)</p> <p>Title: _____ (print title)</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO John W. Hickenlooper Department of Transportation</b></p> <p>By _____ Joshua Laipply, P.E., Chief Engineer (For) Michael P. Lewis, Executive Director</p> <p>Date: _____</p>
<p><b>2nd Local Agency Signature if needed</b></p> <p>Name: _____ (print name)</p> <p>Title: _____ (print title)</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO LEGAL REVIEW Cynthia H. Coffman, Attorney General</b></p> <p>By _____ Signature – Assistant Attorney General</p> <p>Date: _____</p>

**ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

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

<p style="text-align: center;"><b>STATE OF COLORADO STATE CONTROLLER Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____ Colorado Department of Transportation</p> <p>Date: _____</p>
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## **EXHIBIT A - SCOPE OF WORK**

### **City of Grand Junction Traffic Maintenance Scope of Work**

#### **General**

The City of Grand Junction (herein further referred to as "Contractor") shall operate and maintain as described below all signing, striping, pavement marking, and signal traffic control devices under the responsibility of the State in accordance with CRS 43-2-135. All other traffic control devices in State ROW not the State's responsibility in accordance with CRS 43-2-135 shall continue to be maintained by the Contractor.

Operation and maintenance will include repair, routine maintenance, periodic inspection and/or testing, and annual, cyclical replacement as described below.

CDOT may conduct periodic, random inspections at any time of any device to ensure compliance with this contract.

#### **Documentation and Record-Keeping**

In accordance with Sections 5 and 6 of this contract, all maintenance, operations, inspections, etc. as required by this contract shall be documented and submitted annually for CDOT review.

#### **Control of Work in the ROW**

All work as required by this contract shall meet all CDOT requirements, standards, laws, guidelines etc. for design, construction, maintenance, operation, and repair.

Either agency making changes to traffic control devices affected by this contract or new installations of traffic control devices shall provide adequate notification of the changes or additions to the other agency to allow analysis, review, and approval.

CDOT shall be given minimum 3-day advance notice of work that may affect the traveled way of the highways. CDOT may request traffic control plans, method of handling traffic, or other traffic control engineering as applicable.

## Signs

All signs and delineators in the highway segments listed below (including panels, posts, bases, and hardware) shall be maintained and repaired as follows:

Highway	From	To	Length	Description
50A	31.76	34.62	2.86	Begin to 27.75 Rd, all FR
6A	25.50	end	0.58	Last 0.5 mile of 6A to 21.5 Rd
6B	30.27	33.60	3.33	North Ave to 29 Rd
70B	0.00	7.90	7.90	Begin to 28.5 Rd
70Z	0.00	1.34	1.34	All
70A 24 Rd overpass	0.00	0.25	0.25	All w/in CDOT ROW
70A 25 Rd overpass	0.00	0.25	0.25	All w/in CDOT ROW
70AF North 25 to 26 Rd	0.00	1.00	1.00	All w/in CDOT ROW
70A 26 Rd overpass	0.00	0.25	0.25	All w/in CDOT ROW
70A 26.5 Rd overpass	0.00	0.25	0.25	All w/in CDOT ROW
70AF 26.5 Rd	0.00	0.25	0.25	All w/in CDOT ROW
70A 27 Rd overpass	0.00	0.25	0.25	All w/in CDOT ROW
70A Horizon Dr underpass	0.00	0.25	0.25	All w/in CDOT ROW
70AF north at 29 Rd	0.00	0.25	0.25	All w/in CDOT ROW
70A 29 Rd overpass	0.00	0.25	0.25	All w/in CDOT ROW
340A	11.48	13.34	1.86	300 lf west of Ridges to end
		<b>Total</b>	<b>21.12</b>	

Overhead sign panels and structures will continue to be maintained by CDOT.

Signs include all traffic control signs under the responsibility of CDOT as per CRS 43-2- 135, including traffic control signs within State ROW but intended for a side street.

CDOT will continue to conduct cyclical replacement of sign panels and upgrade of existing posts and bases on an appropriate annual cycle to maintain acceptable condition in accordance with current standards and practices.

Maintenance shall include repair of damaged delineators and class I and II sign panels and associated posts, hardware, etc. due to weather, vehicle crashes, or other causes. Repair of damaged signs shall be done within one calendar day of notification or discovery of damage for stop and yield signs, three calendar days for regulatory and warning, and seven calendar days for guide, motorists' service, and other special signs.

New installs shall be reviewed and approved by CDOT and shall meet all applicable CDOT and Contractor standards and guidelines. A determination of who will provide labor, material, and equipment for the installation will be made on a case-by-case basis between the aforementioned contract representatives.

A once per year random inspection of 5% of inventory shall be done jointly between CDOT and the Contractor to ensure compliance.



## Markings

All markings (crosswalks, stop-bars, words, symbols) in the highway segments listed below shall be maintained as follows:

Highway	From	To	Length	Description
6B	30.27	33.60	3.33	North Ave to 29 Road
50A	31.76	32.97	1.21	Begin to UnawEEP Ave
70B	4.95	7.90	2.95	1 <sup>st</sup> and Grand Ave to 28.5 Rd
70Z	0.00	1.34	1.34	All
340A	12.3	13.34	1.04	Redlands Canal East to end
		<b>Total</b>	<b>9.87</b>	

Highway markings shall be replaced cyclically at minimum every 5 years or more frequently as necessary to ensure that the marking has an acceptable level of daytime appearance and/or a minimum retro-reflectivity of 100 mcd/m<sup>2</sup>/lux for white and 65 mcd/m<sup>2</sup>/lux for yellow.

New installs shall be reviewed and approved by CDOT and shall meet all applicable CDOT and Contractor standards and guidelines. A determination of who will provide labor, material, and equipment for the installation will be made on a case-by-case basis between the aforementioned contract representatives.

A once per year random inspection of 5% of inventory shall be done jointly between CDOT and the Contractor to ensure compliance.

## Striping

All striping in the highway segments listed below shall be maintained as follows:

Highway	From	To	Length	Description
06B	30.27	33.60	3.33	North Ave to 29 Road
50A Hwy50	31.76	32.97	1.21	Begin to UnawEEP Ave
70B	4.95	7.90	2.95	1 <sup>st</sup> and Grand Ave to 28.5 Rd
70Z Ute Ave	0.00	1.34	1.34	All
340A	12.3	13.34	1.04	Redlands Canal East to end
		<b>Total</b>	<b>9.87</b>	

Highway striping shall be repainted cyclically at minimum twice every year or more frequently as necessary to ensure that the marking has an acceptable level of daytime appearance and/or a minimum retro-reflectivity of 100 mcd/m<sup>2</sup>/lux.

New installs shall be reviewed and approved by CDOT and shall meet all applicable CDOT and Contractor standards and guidelines. A determination of who will provide labor, material, and equipment for the installation will be made on a case-by-case basis between the aforementioned contract representatives.

A once per year random inspection of 5% of inventory shall be done jointly between CDOT and the Contractor to ensure compliance.

## Signals

All traffic control signals listed below shall be maintained and operated as follows:

### **Business Loop 70**

70B @ 28 Rd.

70B @ Main St.

Main St. @ 1st St.

Rood Ave.@ 1st St.

Pitkin Ave. @ 4th St.

Pitkin Ave. @ 5th St.

Pitkin Ave. @ 6th St.

Pitkin Ave. @ 7th St.

Pitkin Ave. @ 9th St.

Ute Ave.@ 12th St.

Ute Ave. @ 9th St.

Ute Ave. @ 7th St.

Ute Ave. @ 6th St.

Ute Ave. @ 5th St.

Ute Ave. @ 4th St.

Grand Ave @ 1st St.

70B @ Independent Ave.

70B @ Teller Ave

70B @ Ouray Ave.

70B @ 25 Rd.

70B @ 24 1/2 Rd.

70B @ 24 3/4 Rd.

70B @ Mesa Mall

70B @ 23 Rd.

North Ave. @ 28 1/2 Rd.

North Ave. @ Melody Ln.

North Ave. @ 29 Rd.

North Ave @ 29.5 Road

### **Highway 340**

Hwy 340 @ Monument Rd.

Hwy 340 @ West Ave.

Hwy 340 @ Mulberry St.

**Total Signals: 44**

### **Highway 50**

Hwy 50 @ Unaweep Ave.

Hwy 50 @ 27 Rd.

### **I-70 Off-Ramps**

I-70@ Hwy 6 WB Off-Ramp

I-70@ Hwy 6 EB Off-Ramp

### **Highway 6**

6A @ 22 Road

North Ave. @ 1st St.

North Ave. @ 5th St.

North Ave.@ 7th St.

North Ave. @ 10th St.

North Ave. @ 12th St.

North Ave. @ 23rd St.

North Ave. @ 28 Rd.

North Ave. @ 28 1/4 Rd.

### Periodic Preventative Maintenance Checks

The following items shall be checked on every signal under this contract at least semi- annually for proper operation (Conflict Monitor, Heads, Lenses, Detection, Structure, Hardware, Caisson, Controller, Communications and Lighting).

### Timing

Signal timing shall be kept updated with timing based upon current traffic volumes at least every 4 years. Timing shall meet CDOT's State Highway Access Code for progression, CRS 42-4-602, and CDOT and industry practices for performance.

### Emergency Maintenance and Repair

The Contractor shall be responsible for emergency response, emergency signal operation, and repair of damage. Contractor shall respond to traffic signal failures and malfunctions within the following timelines.

- Signal power outage - immediate response and appropriate emergency operation, repair as soon as practicable.
- Malfunctioning signal - immediate response and interim operation, repair as soon as practicable.
- Protected phases and red head outage - immediate repair.
- Pedestrian heads - repair within two days.
- Permitted phase and non-red head outage - repair within three days.

### Signal Modifications

The following signal modifications shall be performed by the Contractor no later than the termination date of this Contract:

<b>Business Loop 70</b>	
70B @ 28 Rd.	New Radio
70B @ Main St.	New Radio
Main St. @ 1st St.	New Controller and Switch
Rood Ave.@ 1st St.	New Controller and Switch
Pitkin Ave. @ 4th St.	New Cabinet and Switch
Pitkin Ave. @ 5th St.	New Cabinet and Switch
Pitkin Ave. @ 6th St.	New Switch
Pitkin Ave. @ 7th St.	New Cabinet and Switch
Pitkin Ave. @ 9th St.	New Switch
Ute Ave.@ 12th St.	New Cabinet and Switch
Ute Ave. @ 9th St.	New Cabinet and Switch
Ute Ave. @ 7th St.	New Switch
Ute Ave. @ 6th St.	New Switch
Ute Ave. @ 5th St.	New Cabinet and Switch
Ute Ave. @ 4th St.	New Cabinet and Switch
Grand Ave @ 1st St.	New Switch
70B @ Independent Ave.	New Controller and Switch
70B @ Teller Ave	New Controller and Switch
70B @ Ouray Ave.	New Switch
70B @ 25 Rd.	New Controller and Switch

70B @ 24 1/2 Rd.	New Controller and Switch
70B @ 24 3/4 Rd.	New Controller and Switch
70B @ Mesa Mall	New Controller and Switch
70B @ 23 Rd.	New Radio
<b>Highway 50</b>	
Hwy 50 @ Unaweeep Ave.	New Radio
Hwy 50 @ 27 Rd.	New Radio
<b>I-70 Off-Ramps</b>	
I-70@ Hwy 6 WB Off-Ramp	New Controller and Radio
I-70@ Hwy 6 EB Off-Ramp	New Controller and Radio
<b>Highway 6</b>	
6A @ 22 Road	New Controller and Radio
<b>North Ave</b>	
North Ave. @ Melody Ln. (28.75)	New Controller
North Ave. @ 29 Rd.	New Controller
North Ave @ 29.5 Road	New Controller
<b>Highway 340</b>	
Hwy 340 @ Monument Rd.	New Controller and Switch
Hwy 340 @ West Ave.	New Controller and Switch
Hwy 340 @ Mulberry St.	New Cabinet, Controller and Switch

It is anticipated that an upcoming CDOT project will reconstruct 11 traffic signals which will include replacement of the cabinets and controllers. The signal modifications listed above assumes cabinet and controller replacements by CDOT at these locations:

- 70B @ 28 Rd.
- 70B @ Main St.
- Hwy 50 @ 27 Rd.
- North Ave. @ 28 Rd.
- North Ave. @ 5<sup>th</sup> St.
- North Ave. @ 7<sup>th</sup> St.
- North Ave. @ 10<sup>th</sup> St.
- North Ave. @ 12<sup>th</sup> St.
- North Ave. @ 23<sup>rd</sup> St.
- North Ave. @ 28 1/4 Rd.
- North Ave. @ 28 1/2 Rd.

New installs shall be reviewed and approved by CDOT and shall meet all applicable CDOT and Contractor standards and guidelines. A determination of who will provide labor, material, and equipment for the installation will be made on a case-by-case basis between the aforementioned contract representatives.

Additional changes needed as a result of traffic volume growth, developing crash activity, or other safety or operational analysis or concerns along with any upgrades of the signals or its systems due to new technologies shall be determined on a case-by-case basis.

## **RATE/PAYMENT SCHEDULE**

### **SIGNS**

Payment: The Contractor shall be compensated at an annual cost of \$77,726.04 for the above described services. Monthly cost \$6,477.17. Total five-year contract cost \$388,630.20.

### **MARKINGS**

Payment: The Contractor shall be compensated at an annual cost of \$30,055.56 on a five-year replacement cycle for the above described services. Monthly cost \$2,504.63. Total five-year contract cost \$150,277.80.

### **STRIPING**

Payment: The Contractor shall be compensated at an annual cost of \$22,208.52. Monthly cost \$1,850.71. Total five-year contract cost \$111,042.60.

### **SIGNALS**

Payment: The Contractor shall be compensated \$256,281.48 annually for a total of 44 signals for the above described services and upgrades. Monthly cost \$21,356.79. Total five-year contract cost \$1,281,407.40.

**Total Rate: \$32,189.30 per month x 12 months = \$386,271.60 per year (x 5 years = \$1,931,358.00).**

**EXHIBIT B – LOCAL AGENCY RESOLUTION**

LOCAL AGENCY  
ORDINANCE  
or  
RESOLUTION

**EXHIBIT C – OPTION LETTER**

**SAMPLE OPTION LETTER**

Date: \_\_\_\_\_ State Fiscal Year: \_\_\_\_\_ Option Letter No. \_\_\_\_\_

SUBJECT: [Amount of goods/Level of service change]

In accordance with Paragraph(s) \_\_\_\_\_ of contract routing number \_\_\_\_\_, [original Routing #], between the State of Colorado Department of Transportation and [Local Agency name] covering the period of [July 1, 20\_\_ through June 30, 20\_\_], the state hereby exercises the option for an additional one year’s performance period at the cost/price specified in [Section, Paragraph or Exhibit], and a/an [increase/decrease] in the amount of goods/services at the same rate(s) as specified in [Section, Paragraph or Exhibit].

The amount of funds available and encumbered in this contract is [increased/decreased] by [\$ amount of change] to a new total funds available of [\$ \_\_\_\_\_] to satisfy services/goods ordered under the contract for the current fiscal year, [FY \_\_\_\_]. The first sentence in Paragraph \_\_\_\_\_ is hereby modified accordingly. The total contract value to include all previous amendments, option letters, encumbrance letters, etc... is [\$ \_\_\_\_\_].

**APPROVALS:**

State of Colorado:  
John W. Hickenlooper, Governor

By: \_\_\_\_\_ Date: \_\_\_\_\_  
[for Executive Director, Colorado Department of Transportation]

**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

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

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

By: \_\_\_\_\_

Department of Transportation

Date: \_\_\_\_\_



# EXHIBIT D – ENCUMBRANCE LETTER

## SAMPLE ENCUMBRANCE LETTER

<b>Date:</b>	<b>State Fiscal Year:</b>	<b>Encumbrance Letter No.</b>	<b>Routing #</b>
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1) **Encumber fiscal year funding in the contract.**

2) **PROVISIONS:** In accordance with Section(s) \_\_\_\_\_ of the original Contract routing number \_\_\_\_\_ between the State of Colorado, Department of Transportation, and [*Contractor's Name*], covering the term [*Insert Orig start date*] through [*Insert Current ending date*], the State hereby encumbers funds for the goods/services specified in the contract for fiscal year \_\_\_\_\_.

The amount of the current Fiscal Year encumbrance is [*\$ amount of change*] bringing the total actual encumbrance for the contract to [*Insert New \$ Amt*] as consideration for services/goods ordered under the contract for the current fiscal year \_\_\_\_\_.

Requisition #	CDOT Document #	Doc Line #	WBS or Fund Center #	Change Amount

The total contract actual encumbered value including all previous amendments, option letters, encumbrance letters, etc. is [*Insert New \$ Amt*].

3) **EFFECTIVE DATE.** The effective date of this Encumbrance Letter is upon approval of the State Controller or July 1, 20 \_\_\_\_\_, whichever is later.

<b>STATE OF COLORADO</b> <b>John W. Hickenlooper, GOVERNOR</b> Department of Transportation
By: _____ (For) Executive Director
Date: _____

<b><u>ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER</u></b> CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.
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<b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b>
By: _____ Department of Transportation
Date: _____



## Grand Junction City Council

### Regular Session

Item #3.b.

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**Meeting Date:** September 19, 2018

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

**Department:** Public Works - Engineering

**Submitted By:** Kirsten Armbruster

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### Information

#### **SUBJECT:**

Contract for Lewis Wash Bridge Replacement

#### **RECOMMENDATION:**

Staff recommends the City Purchasing Division execute a Construction Contract with K&D Construction, Inc of Grand Junction, CO for the Lewis Wash Bridge Replacement (GRJ-F.5-30.8) in the amount of \$926,001.44, pending CDOT approval.

#### **EXECUTIVE SUMMARY:**

This project will replace the F 1/2 Road Bridge over Lewis Wash and is partially funded by the Federal Highway Administration Off-system Bridge Replacement program. The 69 year old structure is part of the primary transportation corridor for Thunder Mountain elementary school as well as a developing part of the community. Construction must be completed during the winter to avoid irrigation season as well as impacts to migratory birds. The project is scheduled for completion in April.

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

Off system (non-highway) bridge GRJ F.5-30.8 spans Lewis Wash, which is a major conveyance for storm water runoff events. This bridge was constructed in 1949 as a twin concrete box culvert (CBC) and is currently rated as structurally deficient.

The existing structure is adjacent to an elementary school and is a major pedestrian

route for the children and parents that live to the east of the elementary school. The pedestrian path over Lewis Wash is cantilevered structure that is constructed from corrugated metal with a thin concrete substrate and an asphalt deck. The corrugated metal deck and cantilevered arms are showing significant signs of deterioration.

There is significant undermining of the concrete apron slab on both the inlet and outlet sides of both portions of the twin concrete box culvert. The CBC structure currently has a National Bridge Inventory (NBI) Condition rating of 4 out of a possible 9 due to advanced scour. This 4 rating places the structure in poor condition. There are multiple areas where rebar is exposed throughout the CBC structure. The wing walls of the structure have begun to move, pull away or become out of plumb on the CBC structure. The floor of the CBC structure is heavily deteriorated and ponding water. The east wall has a significant crack that is protruding into the headwall. This structure is well past its design life of fifty years.

The above mentioned deterioration is significant enough that rehabilitation of this structure is not cost effective.

Winter time construction is necessary to avoid increased flows from irrigation return water during the summer as well as avoid period of the year when migratory birds are prevalent. Contract requires for the contractor to provide an additional bus through District 51 for the duration of the construction to transport school kids from the east side of Lewis Wash to Thunder Mountain Elementary on the west side of Lewis Wash.

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

<b>Contractor</b>	<b>Location</b>	<b>Amount</b>
K&D Construction Inc.	Grand Junction, CO	\$926,001.44
Mountain Valley Contracting	Grand Junction, CO	\$926,132.95
United Companies	Grand Junction, CO	\$998,100.00
Lobos Structures	Grand Junction, CO	\$1,127,163.80

This work authorized in this contract is scheduled to begin in early November with an expected final completion date of early April.

**FISCAL IMPACT:**

The funding for this project is budgeted in the Sales Tax Capital Improvement Fund. Currently there is \$860,000 budgeted for this work however an additional \$66,000 will be required for the project.

Clifton Water lines and valves installed during this project, valued at \$22,110, will be reimbursed by Clifton Water therefore the net additional budget required is \$43,891.

The City will also receive \$543,900 in Federal Off-System Bridge Replacement Funds.

**SUGGESTED MOTION:**

I move to authorize the City Purchasing Division to enter into a contract with K&D Construction, Inc of Grand Junction, CO for the Lewis Wash Bridge Replacement (GRJ-F.5-30.8) in the amount of \$926,001.44 pending CDOT approval.

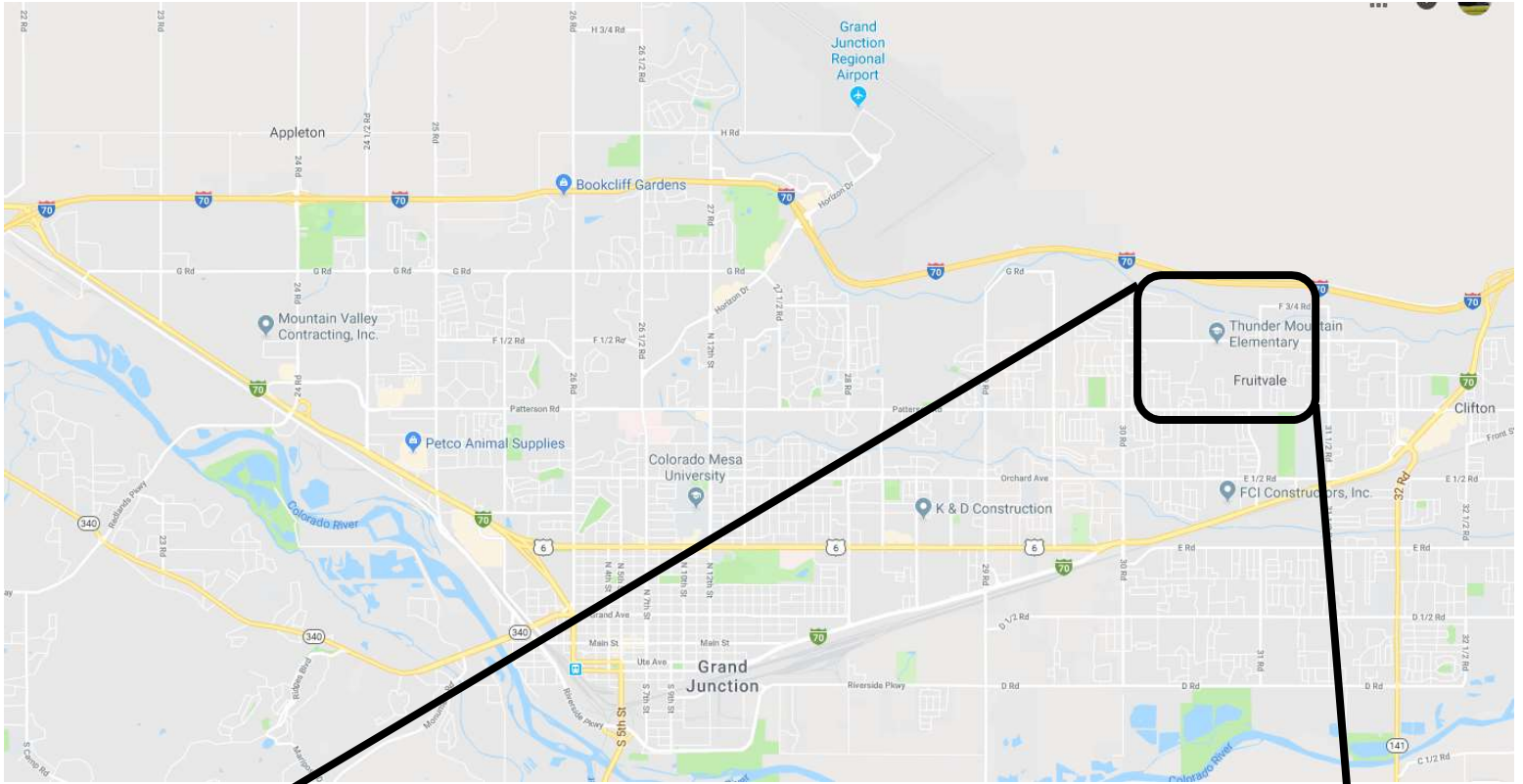
**Attachments**

1. Map and Pictures

Grand Junction Bridge No.: GRJ-F.5-30.8

CDOT Project No: BRO M555-031 (20432-R)

## Vicinity Map





Grand Junction Bridge No.: GRJ-F.5-30.8

CDOT Project No: BRO M555-031 (20432-R)

## Photos of Existing Bridge



Looking South along Lewis Wash



Looking Northwest along Lewis Wash





## Grand Junction City Council

### Regular Session

Item #3.c.

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**Meeting Date:** September 19, 2018

**Presented By:** Kristen Ashbeck, Senior Planner/ CDBG Admin

**Department:** Community Development

**Submitted By:** Kristen Ashbeck, Senior Planner/CDBG Admin

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### **Information**

#### **SUBJECT:**

2018 CDBG Subrecipient Agreements between the Counseling and Education Center, The Arc Mesa County, St. Mary's Hospital Foundation Gray Gourmet Program and Mesa Youth Services dba Mesa County Partners and the City of Grand Junction

#### **RECOMMENDATION:**

Staff recommends approval.

#### **EXECUTIVE SUMMARY:**

The Subrecipient Contract formalizes the City's award of CDBG funds to various agencies allocated from the City's 2018 CDBG Program Year as approved by City Council at its May 16, 2018 meeting. The allocation includes the following grants: 1) \$4,000 to Counseling and Education Center (CEC) for counseling services for low income individuals and families; 2) \$19,740 to The Arc Mesa County for accessibility improvements to its main program office; 3) \$4,000 to St. Mary's Hospital Gray Gourmet Program to purchase food; 4) \$10,000 to Partners to purchase a van for transporting clients in the youth restitution program; and 5) \$3,800 to Partners to remodel the Western Colorado Conservation Corps program office. The contracts outline the duties and responsibilities of the agencies and ensures that the subrecipients comply with all Federal rules and regulations governing use of the funds.

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

CDBG funds are a Department of Housing and Urban Development (HUD) entitlement grant to the City of Grand Junction which became eligible for the funding in 1996. The City has received \$457,189 for the 2018 Program Year and Council approved



amendments to Action Plans of previous program years to utilize a total of \$7,839 remaining funds to be allocated with the 2018 funds for a total allocation of \$465,029. The final funding decision of 20 projects was made by the City Council at its hearing on May 16, 2018. The City's 2018 Program Year began on September 1, 2018 therefore, contracts between the City and the agencies may now be executed.

#### CEC Low Income Counseling Services

This program provides counseling services for low income citizens. The allocated funds of \$4,000 will help pay for 50 more hours of counseling sessions for up to an estimated 12 more clients seeking counseling. The number of persons served is directly related to the amount of funding received.

#### The Arc Mesa County Accessibility Improvements

Arc Mesa County provides no cost individual advocacy, community outreach, advocacy education and legislative and systematic advocacy for children, adults and parents with disabilities. CDBG funds of \$19,740 will be used to create an accessible second floor including an elevator lift, widening doors and removing walls to provide an accessible training/meeting room for clients with disabilities in its existing facility at 845 Grand Avenue.

#### St. Mary's Hospital Foundation Gray Gourmet Program

Gray Gourmet prepares and serves a nutritious lunchtime meal for Mesa County seniors age 60 and older. CDBG funds in the amount of \$4,000 will be used to help offset the cost of food purchases for meals to be prepared and served for up to an estimated 3 percent increase in persons served and the number of meals provided.

#### Mesa County Youth Services dba Mesa County Partners

Two grants were awarded to Partners:

1) Partners supervises up to 1,000 juvenile offenders annually. The youth perform court-ordered community service projects. CDBG funds in the amount of \$10,000 will be used to purchase a new van to provide safe transportation to job sites. The Program expects to serve 700 youth in the coming year, with 70 percent residing in the City limits.

2) The Western Colorado Conservation Corps (WCCC) operated through Partners employs and trains youth and young adults working on public land improvement projects (101 youth in 2017). WCCC operates from a shop located at 2818-1/2 North Avenue which currently has one large garage door to enter and exit the building. This creates a safety issue without having a place to quickly exit the rear of the building and energy efficiency drops when the large door must be opened to load work crews and/or bring in supplies. CDBG funds of \$3,800 will be used to install a second door out of the shop area.

The agencies listed above are considered "subrecipients" to the City. The City will "pass through" a portion of its 2018 Program Year CDBG funds to the agencies but the City remains responsible for the use of these funds. The contracts outline the duties and responsibilities of the agencies and ensures that the subrecipients comply with all Federal rules and regulations governing the use of the funds. The contracts must be approved before the subrecipients may obligate or spend any of the Federal funds. The Subrecipient Agreement with each agency contains the specifics of the projects and how the money will be used by the subrecipients.

**FISCAL IMPACT:**

Previously approved 2018 CDBG Program Year Budget:

2018 CDBG Allocation:	\$457,189
Remainder Previous Years:	\$ 7,839
Total Funding Allocated:	\$465,028

Total allocation includes \$25,000 for program administrative costs.

The City will "pass through" a total of \$41,540 of its 2018 Program Year CDBG funds to the agencies listed above.

**SUGGESTED MOTION:**

I move to authorize the City Manager to sign the Subrecipient Contracts between the City of Grand Junction and the Counseling and Education Center (CEC), the Arc Mesa County, St. Mary's Hospital Gray Gourmet Program and Partners for funding through the City's 2018 Community Development Block Grant (CDBG) Program Year.

**Attachments**

1. 2018 Subrecipient Agreements

**2018 SUBRECIPIENT CONTRACT FOR  
CITY OF GRAND JUNCTION  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
EXHIBIT A  
SCOPE OF SERVICES**

**Date Approved:** \_\_\_\_\_

**Amount of Grant: \$4,000**

**Subrecipient: Counseling and Education Center**

**Completion Date: August 31, 2019**

1. The City agrees to pay the Subrecipient, subject to the subrecipient agreement, this Exhibit and attachment to it, \$4,000 from its 2018 Program Year CDBG Entitlement Funds to provide counseling services to low and moderate income persons in Grand Junction, Colorado ("Property").
2. The Subrecipient certifies that it will meet the CDBG National Objective of low/moderate income benefit (570.201(e)). It shall meet this objective by providing the above-referenced counseling services in Grand Junction, Colorado.
3. The project consists of the providing counseling services to low and moderate income persons that reside within the City limits. It is understood that \$4,000 of City CDBG funds shall be used only for the services described in this agreement. Costs associated with any other elements of the project shall be paid for by other funding sources obtained by the Subrecipient.
4. This project shall commence upon the full and proper execution of the 2018 Subrecipient Agreement and the completion of all necessary and appropriate state and local licensing, environmental permit review, approval and compliance. The project shall be completed on or before the Completion Date.
5. The total budget for the project is estimated to be \$413,182 as follows:

CDBG Funds: \$4,000    Other Funds: \$409,182
6. This project will provide approximately 84 more counseling session to an estimated 17 clients.
7. The City shall monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this agreement are met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Subrecipient shall cooperate with the City relating to monitoring, evaluation and inspection and compliance.

\_\_\_\_\_ Subrecipient

\_\_\_\_\_ City of Grand Junction

8. The Subrecipient shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted when the project is completed.
9. During a period of five (5) years following the Completion Date the use of the Properties improved may not change unless: A) the City determines the new use meets one of the National Objectives of the CDBG Program, and B) the Subrecipient provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes. If the Subrecipient decides, after consultation with affected citizens that it is appropriate to change the use of the Properties to a use which the City determines does not qualify in meeting a CDBG National Objective, the Subrecipient must reimburse the City a prorated share of the Amount of the Grant the City makes to the project. At the end of the five-year period following the project closeout date and thereafter, no City restrictions under this agreement on use of the Properties shall be in effect.
10. The Subrecipient understands that the funds described in the Agreement are received by the City from the U.S. Department of Housing and Urban Development under the Community Development Block Grant Program. The Subrecipient shall meet all City and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. The Subrecipient shall provide the City with documentation establishing that all local and federal CDBG requirements have been met.
11. A blanket fidelity bond equal to cash advances as referenced in Paragraph V. (E) will not be required as long as no cash advances are made and payment is on a reimbursement basis.
12. A formal project notice will be sent to the Subrecipient once all funds are expended and a final report is received.

\_\_\_\_\_ Subrecipient

\_\_\_\_\_ City of Grand Junction

Attachment 1 – Performance Measures

**1. Output Measures**

- A. Total Number of unduplicated clients anticipated to be served during the contract: 17
- B. Number of unduplicated LMI City residents to be served during the contract: 17
- C. Of the City residents to be served, how many will: i) have new or continued access to the service/benefit: 17; ii) have improved access to the service or benefit: 4,224 ; and iii) receive the service or benefit that is improved/no longer substandard\_\_\_.

**2.) Schedule of Performance**

Estimate the number of unduplicated City residents to be served per quarter of the contract:

Q1: 8 Q2: 9 Q3: \_\_\_ Q4: \_\_\_

**3) Payment Schedule**

During the contract, funds will be drawn Q1: 50% Q2: 50% Q3: \_\_\_ Q4: \_\_\_

**4) Outcome Measures**

**Activity** (select one) \_\_\_ Senior Service \_\_\_ Youth Service \_\_\_ Homeless Service  
\_\_\_ Disabled Service X LMI Service \_\_\_ Fair Housing Service \_\_\_ Housing \_\_\_ Other

**Primary Objective** (select one) X Create a suitable living environment \_\_\_ Provide decent, affordable housing \_\_\_ Create economic opportunity(ies)

**Primary Outcome Measurement** (select one) \_\_\_ Availability/Accessibility \_\_\_ Affordability  
X Sustainability

*Summarize the means by which outcomes will be tracked, measured and reported*

Eligibility and pay rate are determined through the client intake process, when household income is verified by pay stub or income tax return. Client are charged for services on an income-based sliding fee scale, although no client is turned away due to inability to pay.

\_\_\_ Subrecipient

\_\_\_ City of Grand Junction

**2018 SUBRECIPIENT CONTRACT FOR  
CITY OF GRAND JUNCTION  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
EXHIBIT A  
SCOPE OF SERVICES**

**Date Approved:** \_\_\_\_\_

**Amount of Grant: \$19,740**

**Subrecipient: The Arc Mesa County Inc.**

**Completion Date: August 31, 2019**

2. The City agrees to pay the Subrecipient, subject to the subrecipient agreement, this Exhibit and attachment to it, \$19,740 from its 2018 Program Year CDBG Entitlement Funds towards accessible upgrades to its main program office located at 845 Grand Avenue, Grand Junction, Colorado ("Property"). Subrecipient provides advocacy, community outreach and advocacy education and legislative and systematic advocacy for children, adults and parents with disabilities.
2. The Subrecipient certifies that it will meet the CDBG National Objective of low/moderate income benefit (570.201(c)). It shall meet this objective by completing the above-referenced improvements to its main program office in Grand Junction, Colorado.
3. The project consists of the purchase and installation of an accessible lift within the existing main program office building to create an accessible second floor for clients with disabilities. It is understood that \$19,740 of City CDBG funds shall be used only for the improvements described in this agreement. Costs associated with any other elements of the project shall be paid for by other funding sources obtained by the Subrecipient.
8. This project shall commence upon the full and proper execution of the 2018 Subrecipient Agreement and the completion of all necessary and appropriate state and local licensing, environmental permit review, approval and compliance. The project shall be completed on or before the Completion Date.
9. The total budget for the project is estimated to be \$30,000.00 (budget for just the lift/installation) as follows:

CDBG Funds: \$19,740    Other Funds: \$ 10,260.00 (the city can only pay for 80% of the project costs due to percentage of clients within city limits.)
10. This project will improve the services to approximately 700 disabled persons in the community.
11. The City shall monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this agreement are met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Subrecipient shall cooperate with the City relating to monitoring, evaluation and inspection and compliance.

\_\_\_\_\_ Subrecipient

\_\_\_\_\_ City of Grand Junction



8. The Subrecipient shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted when the project is completed.
  
10. During a period of five (5) years following the Completion Date the use of the Properties improved may not change unless: A) the City determines the new use meets one of the National Objectives of the CDBG Program, and B) the Subrecipient provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes. If the Subrecipient decides, after consultation with affected citizens that it is appropriate to change the use of the Properties to a use which the City determines does not qualify in meeting a CDBG National Objective, the Subrecipient must reimburse the City a prorated share of the Amount of the Grant the City makes to the project. At the end of the five-year period following the project closeout date and thereafter, no City restrictions under this agreement on use of the Properties shall be in effect.
  
10. The Subrecipient understands that the funds described in the Agreement are received by the City from the U.S. Department of Housing and Urban Development under the Community Development Block Grant Program. The Subrecipient shall meet all City and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. The Subrecipient shall provide the City with documentation establishing that all local and federal CDBG requirements have been met.
  
11. A blanket fidelity bond equal to cash advances as referenced in Paragraph V. (E) will not be required as long as no cash advances are made, and payment is on a reimbursement basis.
  
13. A formal project notice will be sent to the Subrecipient once all funds are expended and a final report is received.

\_\_\_\_\_ Subrecipient

\_\_\_\_\_ City of Grand Junction

Attachment 1 – Performance Measures

**1. Output Measures**

- A. Total Number of unduplicated clients anticipated to be served during the contract: 700
- B. Number of unduplicated LMI City residents to be served during the contract: 560
- C. Of the City residents to be served, how many will: i) have new or continued access to the service/benefit\_\_\_\_; ii) have improved access to the service or benefit: 560; and iii) receive the service or benefit that is improved/no longer substandard\_\_\_\_\_.

**2.) Schedule of Performance**

Estimate the number of unduplicated City residents to be served per quarter of the contract:  
Q1: 185 Q2: 185 Q3: 190 Q4: 0

**3) Payment Schedule**

During the contract, funds will be drawn Q1: 0 Q2: 100% Q3: 0 Q4: 0

**4) Outcome Measures**

**Activity** (select one) \_\_\_ Senior Service \_\_\_ Youth Service \_\_\_ Homeless Service  
X Disabled Service \_\_\_ LMI Service \_\_\_ Fair Housing Service \_\_\_ Housing \_\_\_ Other

**Primary Objective** (select one) X Create a suitable living environment \_\_\_ Provide decent, affordable housing \_\_\_ Create economic opportunity(ies)

**Primary Outcome Measurement** (select one) \_\_\_ Availability/Accessibility \_\_\_ Affordability  
X Sustainability

*Summarize the means by which outcomes will be tracked, measured and reported:*

The types of households or persons served are of special need (presumed benefit) – disabled.  
Income of each household/person receiving assistance will be individually confirmed for eligibility.

- \_\_\_\_\_ Subrecipient
- \_\_\_\_\_ City of Grand Junction

**2018 SUBRECIPIENT CONTRACT  
FOR CITY OF GRAND JUNCTION  
COMMUNITY DEVELOPMENT BLOCK GRANT  
FUNDS  
EXHIBIT A SCOPE  
OF SERVICES**

**Date Approved:** \_\_\_\_\_, 2018

**Amount of Grant: \$4,000**

**Subrecipient: St. Mary's Foundation Gray Gourmet Program**

**Completion Date: August 31, 2019**

1. The City agrees to pay the Subrecipient, subject to the subrecipient agreement, this Exhibit and attachment to it, \$4,000 from its 2018 Program Year CDBG Entitlement Funds to purchase food for meals served by the Gray Gourmet Program located at 551 Chipeta Avenue, Grand Junction, Colorado ("Property"). Subrecipient prepares and serves a nutritious lunchtime meal for Mesa County seniors age 60 and older.
2. The Subrecipient certifies that it will meet the CDBG national Objective of low/moderate income benefit (570.201(e))- seniors. It shall meet this objective by providing the above above-referenced services in Grand Junction, Colorado.
3. The project consists of using CDBG funds to purchase food to help off-set the cost of meals to be prepared and served for 10 to 11 more City residents with an estimated 1,952 more meals. Meals are prepared at the main program office located at 551 Chipeta Avenue. It is understood that \$16,000 of City CDBG funds shall be used only for the project described in this agreement. Costs associated with any other elements of the program shall be paid for by other funding sources obtained by the Subrecipient.
4. This project shall commence upon the full and proper execution of the 2016 Subrecipient Agreement and the completion of all necessary and appropriate state and local licensing, environmental permit review, approval and compliance. The project shall be completed on or before the Completion Date.
5. The total budget for the project is estimated to be \$281,800 as follows: CDBG Funds:  

\$4,000 Other Funds:      \$277,800
6. This project will provide for an estimated three percent increase in number of meals served and number of clients.
7. The City shall monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this agreement are met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Subrecipient shall cooperate with the City relating to monitoring, evaluation and inspection and compliance.

\_\_\_\_\_ Subrecipient

\_\_\_\_\_ City of Grand Junction

8. The Subrecipient shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted when the project is completed.
9. During a period of five (5) years following the Completion Date the use of the Properties improved may not change unless: A) the City determines the new use meets one of the National Objectives of the CDBG Program, and B) the Subrecipient provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes. If the Subrecipient decides, after consultation with affected citizens that it is appropriate to change the use of the Properties to a use which the City determines does not qualify in meeting a CDBG National Objective, the Subrecipient must reimburse the City a prorated share of the Amount of the Grant the City makes to the project. At the end of the five-year period following the project closeout date and thereafter, no City restrictions under this agreement on use of the Properties shall be in effect.
10. The Subrecipient understands that the funds described in the Agreement are received by the City from the U.S. Department of Housing and Urban Development under the Community Development Block Grant Program. The Subrecipient shall meet all City and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. The Subrecipient shall provide the City with documentation establishing that all local and federal CDBG requirements have been met.
11. A blanket fidelity bond equal to cash advances as referenced in Paragraph V. (E) will not be required as long as no cash advances are made and payment is on a reimbursement basis.
12. A formal project notice will be sent to the Subrecipient once all funds are expended and a final report is received.

\_\_\_\_\_ Subrecipient  
 \_\_\_\_\_ City of Grand Junction

Attachment 1 – Performance Measures

**1. Output Measures**

- A. Total Number of unduplicated clients anticipated to be served during the contract: 1,500
- B. Number of unduplicated LMI City residents to be served during the contract: 1,020
- C. Of the City residents to be served, how many will: i) have new or continued access to the service/benefit: 1,020; ii) have improved access to the service or benefit \_\_\_\_\_; and iii) receive the service or benefit that is improved/no longer substandard.

**2.) Schedule of Performance**

Estimate the number of unduplicated City residents to be served per quarter of the contract:

01: 255 02: 255 03: 255 04: 255

**3) Payment Schedule**

During the contract, funds will be drawn 01: 50% 02: 25% 03: 25% 04: 25%

**4) Outcome Measures**

**Activity** (select one)  Senior Service  Youth Service  Homeless Service  
 Disabled Service  LMI Service  Fair Housing Service  Housing  
(insert specify)

**Primary Objective** (select one)  Create a suitable living environment  Provide decent, affordable housing  Create economic opportunity(ies)

**Primary Outcome Measurement** (select one)  Availability/Accessibility  Affordability  
 Sustainability

*Summarize the means by which outcomes will be tracked, measured and reported:*

The types of households or persons served are of special need (elderly). All clients complete intake forms that have questions determined by the State Union on Aging including, income, living arrangements, frailty and nutritional risk.

\_\_\_\_\_ Subrecipient  
\_\_\_\_\_ City of Grand Junction

**2018 SUBRECIPIENT CONTRACT FOR  
CITY OF GRAND JUNCTION  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
EXHIBIT A  
SCOPE OF SERVICES**

**Date Approved:** \_\_\_\_\_

**Amount of Grant: \$10,000**

**Subrecipient: Mesa Youth Services, Inc. dba Mesa County Partners**

**Completion Date: August 31, 2019**

1. The City agrees to pay the Subrecipient, subject to the subrecipient agreement, this Exhibit and attachment to it, \$10,000 from its 2018 Program Year CDBG Entitlement Funds to purchase a large capacity passenger van. The van will be used to transport youth clients to job sites.
2. The Subrecipient certifies that it will meet the CDBG National Objective of low/moderate income benefit (570.201(e)). It shall meet this objective by completing the above-referenced building remodel project in Grand Junction, Colorado.
3. The project consists of the purchase of a large capacity passenger van. Partners supervises up to 1,000 juvenile offenders annually. The youth perform court-ordered community service projects. The van will be used to provide safe transportation for the clients to job sites. The van will be owned and operated by Mesa Youth Services, Inc. dba Mesa County Partners. It is understood that \$10,000 of City CDBG funds shall be used only for the improvements described in this agreement. Costs associated with any other elements of the project shall be paid for by other funding sources obtained by the Subrecipient.
4. This project shall commence upon the full and proper execution of the 2018 Subrecipient Agreement and the completion of all necessary and appropriate state and local licensing, environmental permit review, approval and compliance. The project shall be completed on or before the Completion Date.
5. The total budget for the project is estimated to be \$19,000 as follows:

CDBG Funds: \$10,000    Other Funds: \$9,000
6. This project will improve use of this building by approximately 1,000 youth and young adults, 77 percent of which reside within the Grand Junction City limits.
7. The City shall monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this agreement are met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Subrecipient shall cooperate with the City relating to monitoring, evaluation and inspection and compliance.

\_\_\_\_\_ Subrecipient

\_\_\_\_\_ City of Grand Junction



8. The Subrecipient shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted when the project is completed.
9. During a period of five (5) years following the Completion Date the use of the Properties improved may not change unless: A) the City determines the new use meets one of the National Objectives of the CDBG Program, and B) the Subrecipient provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes. If the Subrecipient decides, after consultation with affected citizens that it is appropriate to change the use of the Properties to a use which the City determines does not qualify in meeting a CDBG National Objective, the Subrecipient must reimburse the City a prorated share of the Amount of the Grant the City makes to the project. At the end of the five-year period following the project closeout date and thereafter, no City restrictions under this agreement on use of the Properties shall be in effect.
10. The Subrecipient understands that the funds described in the Agreement are received by the City from the U.S. Department of Housing and Urban Development under the Community Development Block Grant Program. The Subrecipient shall meet all City and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. The Subrecipient shall provide the City with documentation establishing that all local and federal CDBG requirements have been met.
11. A blanket fidelity bond equal to cash advances as referenced in Paragraph V. (E) will not be required as long as no cash advances are made and payment is on a reimbursement basis.
12. A formal project notice will be sent to the Subrecipient once all funds are expended and a final report is received.

\_\_\_\_\_ Subrecipient

\_\_\_\_\_ City of Grand Junction

Attachment 1 – Performance Measures

**1. Output Measures**

- A. Total Number of unduplicated clients anticipated to be served during the contract: 1000
- B. Number of unduplicated LMI City residents to be served during the contract: 770
- C. Of the City residents to be served, how many will: i) have new or continued access to the service/benefit \_\_\_; ii) have improved access to the service or benefit: 770; and iii) receive the service or benefit that is improved/no longer substandard \_\_\_.

**2.) Schedule of Performance**

Estimate the number of unduplicated City residents to be served per quarter of the contract:  
Q1: 192 Q2: 921 Q3: 192 Q4: 194

**3) Payment Schedule**

During the contract, funds will be drawn Q1: 100% Q2: \_\_\_ Q3: \_\_\_ Q4: \_\_\_

**4) Outcome Measures**

**Activity** (select one) \_\_\_ Senior Service X Youth Service \_\_\_ Homeless Service  
\_\_\_ Disabled Service \_\_\_ LMI Service \_\_\_ Fair Housing Service \_\_\_ Housing \_\_\_ Other

**Primary Objective** (select one) X Create a suitable living environment \_\_\_ Provide decent, affordable housing \_\_\_ Create economic opportunity(ies)

**Primary Outcome Measurement** (select one) \_\_\_ Availability/Accessibility \_\_\_ Affordability  
X Sustainability

*Summarize the means by which outcomes will be tracked, measured and reported*

The income of each household/person receiving assistance will be individually verified for eligibility. When the youth and young adults apply for employment, part of the intake process is a questionnaire that includes this information.

\_\_\_\_\_ Subrecipient  
\_\_\_\_\_ City of Grand Junction

**2018 SUBRECIPIENT CONTRACT FOR  
CITY OF GRAND JUNCTION  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
EXHIBIT A  
SCOPE OF SERVICES**

**Date Approved:** \_\_\_\_\_

**Amount of Grant: \$3,800**

**Subrecipient: Mesa Youth Services, Inc. dba Mesa County Partners**

**Completion Date: August 31, 2019**

1. The City agrees to pay the Subrecipient, subject to the subrecipient agreement, this Exhibit and attachment to it, \$3,800 from its 2018 Program Year CDBG Entitlement Funds to remodel the existing Western Colorado Conservation Corps (WCCC) program office building located at 2818 ½ North Avenue, Grand Junction to include the construction of a doorway. Subrecipient provides employment opportunities to youth and young adults by working on public land improvements projects.
2. The Subrecipient certifies that it will meet the CDBG National Objective of low/moderate income benefit (570.201(e)). It shall meet this objective by completing the above-referenced building remodel project in Grand Junction, Colorado.
3. The project consists of the installation of second doorway in the shop area of the WCCC program office in order to improve safety and energy efficiency in the building. The property is currently owned and operated by Mesa Youth Services, Inc. dba Mesa County Partners which will continue to operate the youth and young adult program in this location. It is understood that \$3,800 of City CDBG funds shall be used only for the improvements described in this agreement. Costs associated with any other elements of the project shall be paid for by other funding sources obtained by the Subrecipient.
4. This project shall commence upon the full and proper execution of the 2018 Subrecipient Agreement and the completion of all necessary and appropriate state and local licensing, environmental permit review, approval and compliance. The project shall be completed on or before the Completion Date.
5. The total budget for the project is estimated to be \$8,800 as follows:  
CDBG Funds: \$3,800 Other Funds: \$5,000
6. his project will improve use of this building by approximately 1,000 youth and young adults, 70 percent of which reside within the Grand Junction City limits.
7. The City shall monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this agreement are met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Subrecipient shall cooperate with the City relating to monitoring, evaluation and inspection and compliance.

\_\_\_\_\_ Subrecipient

\_\_\_\_\_ City of Grand Junction

8. The Subrecipient shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted when the project is completed.
9. During a period of five (5) years following the Completion Date the use of the Properties improved may not change unless: A) the City determines the new use meets one of the National Objectives of the CDBG Program, and B) the Subrecipient provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes. If the Subrecipient decides, after consultation with affected citizens that it is appropriate to change the use of the Properties to a use which the City determines does not qualify in meeting a CDBG National Objective, the Subrecipient must reimburse the City a prorated share of the Amount of the Grant the City makes to the project. At the end of the five-year period following the project closeout date and thereafter, no City restrictions under this agreement on use of the Properties shall be in effect.
10. The Subrecipient understands that the funds described in the Agreement are received by the City from the U.S. Department of Housing and Urban Development under the Community Development Block Grant Program. The Subrecipient shall meet all City and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. The Subrecipient shall provide the City with documentation establishing that all local and federal CDBG requirements have been met.
11. A blanket fidelity bond equal to cash advances as referenced in Paragraph V. (E) will not be required as long as no cash advances are made and payment is on a reimbursement basis.
12. A formal project notice will be sent to the Subrecipient once all funds are expended and a final report is received.

\_\_\_\_\_ Subrecipient

\_\_\_\_\_ City of Grand Junction

Attachment 1 – Performance Measures

**1. Output Measures**

- A. Total Number of unduplicated clients anticipated to be served during the contract: 120
- B. Number of unduplicated LMI City residents to be served during the contract: 84
- C. Of the City residents to be served, how many will: i) have new or continued access to the service/benefit \_\_\_\_; ii) have improved access to the service or benefit: 84; and iii) receive the service or benefit that is improved/no longer substandard \_\_\_\_.

**2.) Schedule of Performance**

Estimate the number of unduplicated City residents to be served per quarter of the contract:  
Q1: 21 Q2: 21 Q3: 21 Q4: 21

**3) Payment Schedule**

During the contract, funds will be drawn Q1: 100% Q2: \_\_\_\_ Q3: \_\_ Q4: \_\_

**4) Outcome Measures**

**Activity** (select one) \_\_ Senior Service X Youth Service \_\_ Homeless Service  
\_\_ Disabled Service \_\_ LMI Service \_\_ Fair Housing Service \_\_\_\_ Housing \_\_\_\_ Other

**Primary Objective** (select one) \_\_ Create a suitable living environment \_\_ Provide decent, affordable housing X Create economic opportunity(ies)

**Primary Outcome Measurement** (select one) \_\_ Availability/Accessibility \_\_ Affordability  
X Sustainability

*Summarize the means by which outcomes will be tracked, measured and reported*

The income of each household/person receiving assistance will be individually verified for eligibility. When the youth and young adults apply for employment, part of the intake process is a questionnaire that includes this information.

\_\_\_\_\_ Subrecipient  
\_\_\_\_\_ City of Grand Junction



## Grand Junction City Council

### Regular Session

Item #3.d.

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**Meeting Date:** September 19, 2018

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

**Department:** Human Resources

**Submitted By:** Claudia Hazelhurst

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### **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.

Understanding the positive effect a clinic can have on health care utilization, RMHP has agreed to contribute \$400,000 toward the first year cost of the clinic.

**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. 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: \_\_\_\_\_  
 Name: Jay Valentine  
 Title: Deputy Finance Director  
 Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
 Name: Jerry Ford  
 Title: CEO  
 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	Currently enrolled in a City health plan
Spouses and Dependents	1009	Currently enrolled in a City health plan

**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.

<b>Primary Care</b>	<b>Description</b>
Acute and Episodic Care	<ul style="list-style-type: none"> <li>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</li> </ul>
Management of Chronic Conditions	<ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> </ul>
Routine annual exams and screenings	<ul style="list-style-type: none"> <li>Annual Physicals – Includes a physical exam. Any required external lab processing and imaging is not included in the annual fees.</li> <li>Annual women's health exams to include pelvic exam and pap smear. Pap smear requires external lab processing not included in the annual fees.</li> </ul>
Travel Medicine	<ul style="list-style-type: none"> <li>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.</li> </ul>

<b>Pediatric Care</b>	<b>Description</b>
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).

<b>Supplemental Primary Care Services</b>	<b>Description</b>
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.

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

Comprehensive Health Review (CHR)	<ul style="list-style-type: none"> <li>For high risk individuals and individuals with chronic disease a CHR</li> <li>Online access to complete the Health History and Risk Assessment (HHRA)</li> <li>1:1 consultation with the onsite clinician to review assessment results, health history and risk appraisal, set goals and recommend strategies to achieve goals</li> </ul>
Lifestyle Risk Reduction	<ul style="list-style-type: none"> <li>For high risk individuals agreeing to follow-up with the Marathon Health Care provider as their personal health coach</li> <li>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.</li> <li>Marathon Health Providers incorporate Transtheoretical Model, Model for Improvement and Motivational Interviewing behavioral change methodologies</li> <li>Individualized change management plans</li> <li>Proactive support</li> </ul>

<b>Chronic Condition Coaching</b>	<b>Description</b>
For individuals with chronic diseases (Diabetes, COPD, asthma, CHF, CAD, HTN, depression, low back pain)	<ul style="list-style-type: none"> <li>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.</li> <li>Coaching, symptom monitoring, and disease education</li> </ul>

<b>Pharmaceutical Dispensing</b>	<b>Description</b>
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.

<b>Occupational Health Services</b>	<b>Description</b>
Work-related injuries	<ul style="list-style-type: none"> <li>First treatment of minor work related injuries. Examples include, but are not limited to, minor strains, sprains, dermatitis, insect bites</li> </ul>
Drug and alcohol screening	<ul style="list-style-type: none"> <li>DOT Urine Drug Screening <ul style="list-style-type: none"> <li>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.</li> </ul> </li> <li>Non-DOT Urine Drug Screening <ul style="list-style-type: none"> <li>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.</li> </ul> </li> </ul>

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

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

(for up to 110% of the employees and spouses eligible to participate)	<ul style="list-style-type: none"> <li>• Online scheduling system and secure messaging</li> <li>• Electronic Medical Record</li> <li>• Ability to import encounter data from carrier to provide historical patient encounter information</li> <li>• Export up to three (3) types of data feeds (encounter, lab, or HRA) in Marathon Health standard format</li> </ul>
Health Savings Account processing	<ul style="list-style-type: none"> <li>• 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.</li> </ul>

<b>Account Management and Advisory Services</b>	<b>Description</b>
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.

<b>Management Reporting and Analysis</b>	<b>Description</b>
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"> <li>• 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.</li> <li>• Review of health center operations including health center volumes and patient engagement</li> <li>• 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.</li> </ul>
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.

<b>Participant Communications and Promotions</b>	<b>Description</b>
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.

<b>Standard Implementation Package</b>	<b>Deliverables (exact media to be determined)</b>
<b>Pre-Kick Off Implementation Meeting</b>	Sales Transition Meeting: Client, Sales VP and Project Manager meet via conference call to initiate steps in the implementation process.
<b>Kick Off Implementation Meeting</b>	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.
<b>Functional Workgroup Implementation Meeting</b>	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.
<b>Recruitment/Onboarding of Clinical Team</b>	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.
<b>Clinical Coverage Plan</b>	Marathon to establish and provide coverage plan for clinical staff absences.
<b>Clinical Training</b>	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.
<b>Communication Services</b>	Marathon will provide the Pre-Launch Communication Program included in Schedule A2.
<b>Information Systems:</b>	
-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.
<b>Project Management</b>	
-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.
<b>Health Center Set Up</b>	
-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.

<b>Pre-Launch Deliverables</b>	<b>Description</b>	<b>Customization Available</b>
<b>Audit/ Strategy/ FAQ</b>	Communication audit to understand current practices, target audience, best methods. Strategy document and FAQ/ key message document delivered based on audit results.	
<b>Services Booklet</b>	4 color booklet describing available services.	Client name, center name, logo, photo selection
<b>Executive Announcement copy</b>	Announcement copy to be delivered by the Client.	All custom
<b>Posters</b>	4 color, 11x17" posters, including Coming Soon, Now Open, and Confidentiality	Client name, center name, logo, photo selection
<b>Leadership Toolkit</b>	Presentation and FAQ document explaining business drivers to leadership audience	
<b>Countdown Flyer Sets</b>	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
<b>Table Tents</b>	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
<b>Welcome Package – Portal Mailer</b>	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
<b>Welcome Package – Brochure and Services Roadmap</b>	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

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

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
<b>Improving the Patient Experience</b>	2.5%	2.5%	2.5%
<b>Improving the Health of the Population</b>	5.0%	5.0%	5.0%
<b>Reducing the Per Capita Cost</b>	2.5%	2.5%	2.5%
<b>Total</b>	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:

<b>% of Participants Satisfied or Very Satisfied</b>	
<b>90+%</b>	0% credited to Client
<b>85+%</b>	50% credited to Client
<b>80+%</b>	75% credited to Client
<b>&lt; 80%</b>	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"> <li>• Pneumococcal at least once</li> <li>• Influenza</li> <li>• Hepatitis B at least once</li> <li>• Self-Glucose Monitoring OR Hemoglobin A1c Result exists at least 2 times per 12 month period</li> <li>• Foot Exam</li> <li>• Eye Exam</li> </ul>	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"> <li>• Influenza</li> <li>• Pneumococcal at least once</li> <li>• Use of inhaled corticosteroid for those with persistent Asthma</li> <li>• Asthma Action Plan</li> <li>• Use of a short acting bronchodilator</li> <li>• Spirometry resulted</li> <li>• Medications appropriate for severity</li> </ul>	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:

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

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**Meeting Date:** September 19, 2018

**Presented By:** Kristen Ashbeck, Senior Planner/ CDBG Admin

**Department:** Community Development

**Submitted By:** Kristen Ashbeck, Senior Planner/CDBG Administrator

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### **Information**

#### **SUBJECT:**

Resolution Vacating a Public Utility Easement on Property Located at 2410 Blue Heron Road

#### **RECOMMENDATION:**

Planning Commission recommended approval of the public utility easement vacation request at its August 28, 2018 meeting.

#### **EXECUTIVE SUMMARY:**

The Applicant, Grand Valley Land Company, LLC is requesting the vacation of a public utility easement on the property located at 2410 Blue Heron Road. The Applicant is currently in the process of completing construction of a recycle facility for which a Conditional Use Permit was granted in September 2017. The Applicant recently acquired a vacant .99-acre parcel (2405 Blue Heron Road) adjacent to the southwest corner of the 2410 Blue Heron Road property. The provision for utility services to this parcel was initially to be via this dedicated public easement that runs along the southern boundary of the 2410 Blue Heron Road property. Since the Applicant is in the process of replatting the two properties into a single property whereby utility services can be provided within the combined parcel, there is no longer a need for the utility easement to serve the parcel at 2405 Blue Heron Road. There are no utilities located within the easement that is requested to be vacated.

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

The owner of the subject property is Grand Valley Land Company, LLC, and the project underway is known as the Monument Waste Services Recycling Facility. The

developer is close to completing the construction of this recycle transload and processing facility in an I-2 zone district. A Conditional Use Permit for a recycling facility was approved by Planning Commission on September 26, 2017 and a Site Plan Review was approved administratively on February 15, 2018.

During the various processes noted above, Grand Valley Land Company, LLC, acquired an additional .99-acre property at 2405 Blue Heron Road (parcel 2945-092-00-130), previously known as the Coorstec parcel. With this acquisition and pending lot consolidation, the Applicant is requesting vacation of the public utility easement that is no longer needed to provide utility services to the property at 2405 Blue Heron Road. The Applicant is proposing to construct weight scales in the area of the utility easement proposed to be vacated.

The Applicant is currently processing a simple subdivision review to combine the noted two properties (2410 and 2405 Blue Heron Road) into one parcel, while creating a separate parcel that is being dedicated to the City of Grand Junction per the Condition of Approval for the CUP. This Simple Subdivision will create a City-owned parcel of 1.32 acres referred to as Lot 1, and a 6.55-acre parcel referred to as Lot 2.

There are three other easements on this property that appear on the attached drawings provided by the Applicant that are not being impacted by this vacation request. The first is a private 30-foot Ingress Egress easement, the second, a 20-foot Railroad and Utility Easement along the eastern property line for an existing rail spur, and the third is a 30-foot Sanitary Sewer and Utility Easement that crosses the western end of the 30-foot ingress, egress and utility easement requested to be vacated.

### **Notification Requirements**

Notice was completed consistent to the provisions in Section 21.02.080 (g) of the City's Zoning and Development Code. Mailed notice of the application submittal in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property and the subject property was posted with an application sign on July 18, 2018. The notice of this public hearing was published August 21, 2018 in the Grand Junction Daily Sentinel.

### **Analysis**

Pursuant to Section 21.02.100 of the Zoning and Development Code, the vacation of the easement shall conform to the following:

- a. The Comprehensive Plan, Grand Valley Circulation Plan, and other adopted plans and policies of the City.

The proposed public utility easement vacation is addressed by the following Goal of the Comprehensive Plan.



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

Vacation of this utility easement will have no impact on public facilities or services provided to the general public. Staff therefore finds this request conforms with this criterion.

b. No parcel shall be landlocked as a result of the vacation.

The request to vacate the public utility easement will not render any parcel landlocked. Therefore, staff finds the vacation request meets with this criterion.

c. Access to any parcel shall not be restricted to the point where access is unreasonable, economically prohibitive or reduces or devalues any property affected by the proposed vacation.

No access to any parcel will be restricted by the vacation of this public utility easement. Staff finds this criterion has been met.

d. There shall be no adverse impacts on the health, safety, and/or welfare of the general community and the quality of public facilities and services provided to any parcel of land shall not be reduced (e.g. police/fire protection and utility services).

The public utility easement that is requested to be vacated no longer protects utilities provided to the .99-acre parcel that has been acquired and is being combined with the adjacent parcel. There will be no adverse impacts to the community and no impacts on the public facilities and services that serve this or any adjacent parcel of land.

The application was reviewed by all potentially-affected utilities and there were no concerns raised with the vacation request. Staff therefore has found this request conforms with this criterion.

e. The provision of adequate public facilities and services shall not be inhibited to any property as required in Chapter 21.06 of the Grand Junction Municipal Code.

Adequate public facilities and services exist for these properties without the need for this public utility easement since as no utilities are located within the easement. No facilities and services will be impacted or inhibited by this request. Staff has therefore found this request to conform with this criterion.

f. The proposal shall provide benefits to the City such as reduced maintenance requirements, improved traffic circulation, etc.

Vacation of this easement will provide benefit to the City by removing an unnecessary encumbrance on the property and allow the area to be used for development of the new use on the property (construction of weight scales in the area of the vacated easement) and become a viable industrially-developed property, contributing to the City economy. Staff finds this request conforms with this criterion.

**FISCAL IMPACT:**

This land use action does not have fiscal impact to the City of Grand Junction.

**SUGGESTED MOTION:**

I move to adopt Resolution No. 59-18 - a Resolution vacating a public utility easement on property located at 2410 Blue Heron Road.

**Attachments**

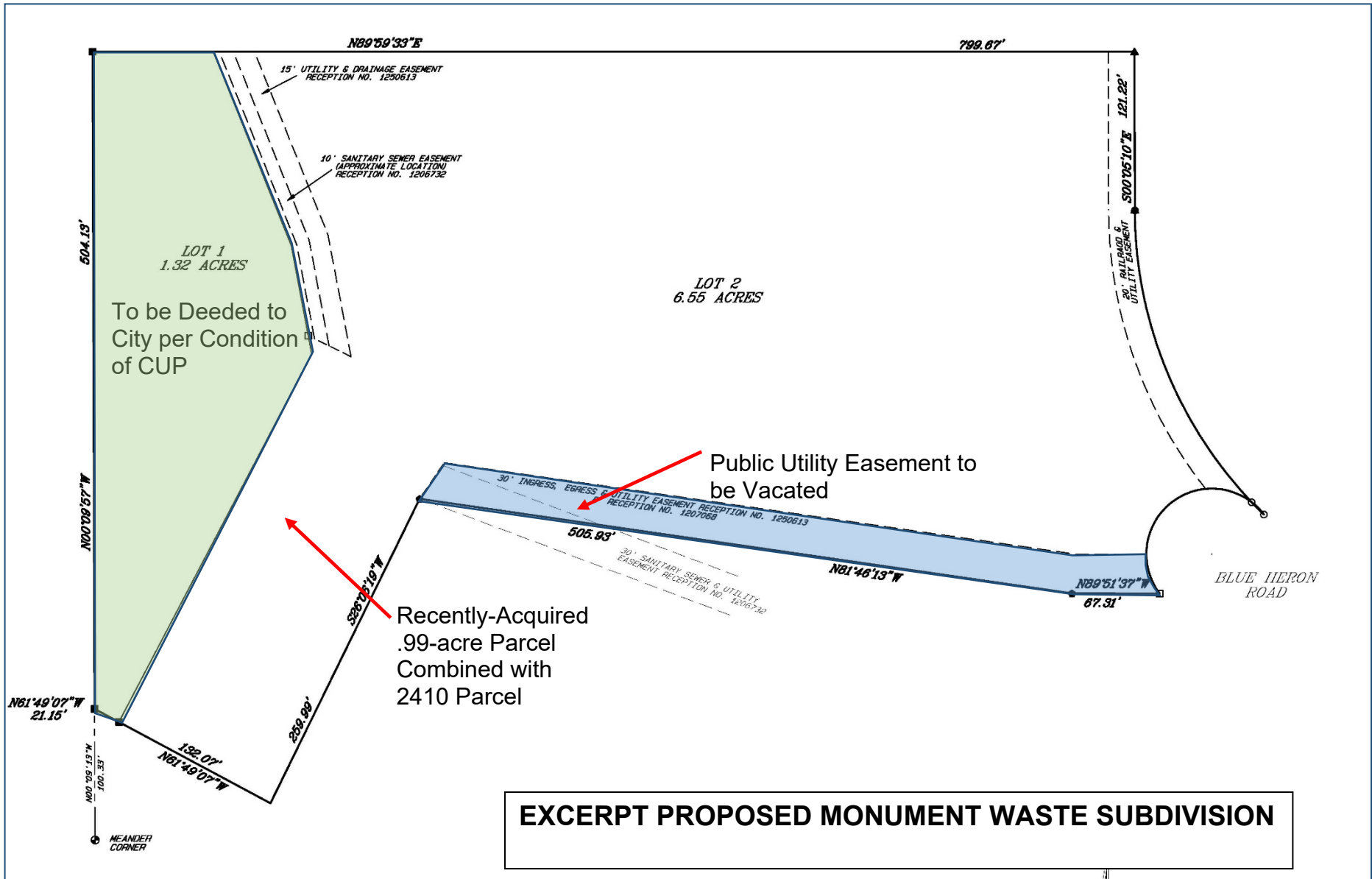
1. Maps
2. Proposed Resolution

# Monument Waste Recycle Facility









**CITY OF GRAND JUNCTION, COLORADO**

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

**A RESOLUTION VACATING A PUBLIC UTILITY EASEMENT ON PROPERTY  
LOCATED AT 2410 BLUE HERON ROAD**

Recitals:

The Applicant, Grand Valley Land Company, LLC is requesting the vacation of a public utility easement on the property located at 2410 Blue Heron Road. The Applicant is currently in the process of completing construction of a recycle facility for which a Conditional Use Permit was granted in September 2017. The Applicant recently acquired a vacant .99-acre parcel (2405 Blue Heron Road) adjacent to the southwest corner of the 2410 Blue Heron Road property. The provision for utility services to this parcel was initially to be via this dedicated public easement that runs along the southern boundary of the 2410 Blue Heron Road property. Since the Applicant is in the process of replatting the two properties into a single property whereby utility services can be provided within the combined parcel, there is no longer a need for the utility easement to serve the parcel at 2405 Blue Heron Road. There are no utilities located within the easement that is requested to be vacated.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, and upon recommendation of approval by the Planning Commission, the Grand Junction City Council finds that the request to vacate the public utility easement is consistent with the Comprehensive Plan, the Grand Valley Circulation Plan and Section 21.02.100 of the Grand Junction Municipal Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE FOLLOWING DESCRIBED PUBLIC UTILITY EASEMENT IS VACATED.

An existing public utility easement across that property located in in the Southwest Quarter of the Northwest Quarter Section 9, Township 1 South, Range 1 West of the Ute Meridian in Grand Junction, Mesa County, Colorado and more particularly described as follows:

A strip of land situate in the W 1/2 NW 1/4 of Section 9, Township 1 South, Range 1 West of the Ute Meridian and a portion of Lot 3, Blue Heron Industrial Park Filing No. Two as recorded under Reception No. 1250613, City of Grand Junction, Mesa County, Colorado, being described as follows:

The south 30.00 feet of Lot 3, as shown on the recorded plat thereof. Said strip contains 561 square feet more or less, as herein described and depicted on Exhibit A.

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

ATTEST:

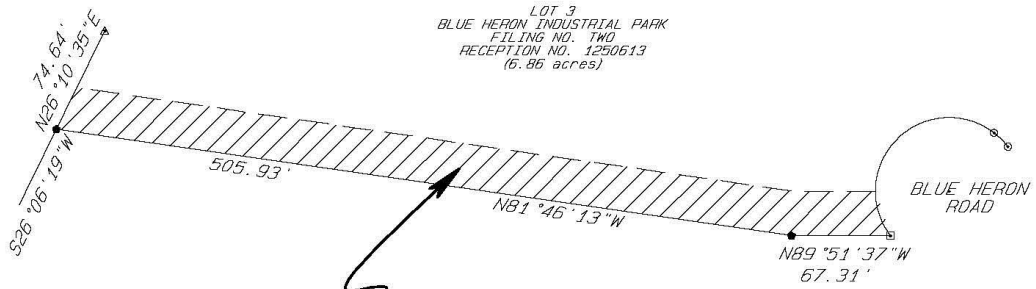
\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor



# EXHIBIT A

EASEMENT VACATION



30' UTILITY EASEMENT  
RECEPTION NO. 1250613



NOT TO SCALE  
LINEAL UNITS = U.S. SURVEY FEET

D H SURVEYS, INC.  
970-245-8749  
JOB #1527-17-01



## Grand Junction City Council

### Regular Session

Item #4.b.

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**Meeting Date:** September 19, 2018

**Presented By:** Kristen Ashbeck, Senior Planner/ CDBG Admin

**Department:** Community Development

**Submitted By:** Kristen Ashbeck, Senior Planner/CDBG Administrator

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### **Information**

#### **SUBJECT:**

Resolution Issuing a Revocable Permit to Allow for the Encroachment of an Existing Garage in the Bookcliff Avenue Right-of-Way Along the East Side of the Property Located at 300 Cedar Court

#### **RECOMMENDATION:**

Staff recommends approval of the Revocable Permit

#### **EXECUTIVE SUMMARY:**

William D. Wagner is requesting a Revocable permit for a portion of an existing garage for the property at 300 Cedar Court that is within the Cedar Court right-of-way. The garage was constructed in approximately 1990. The Revocable Permit allows the City to acknowledge the encroachment while retaining the ability to require the removal of the garage from the right-of-way should it be needed in the future.

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

The property at 300 Cedar Court currently has two dwelling units on it and the Applicant is in the process of subdividing the parcel into two lots such that each unit is on a separate parcel. In reviewing the proposed subdivision, the improvement survey for the property provided by the Applicant shows that the northeast corner of the garage on the northern end of the property encroaches into the Cedar Court right-of-way.

The original home on the property was constructed in 1956 and the detached garage was added in 1990. The second home on the property was constructed as an

Accessory Dwelling Unit in 2003. It is not clear why the garage was constructed such that it encroaches into the right-of-way. Since the subdivision of the property is in progress, there is an opportunity to bring the property into compliance as much as possible by the owner obtaining a Revocable Permit to allow the encroachment, subject to the stipulations of the permit and agreement. The Revocable Permit allows the City to acknowledge the encroachment while retaining the ability to require the removal of the garage from the right-of-way should it be needed in the future.

**FISCAL IMPACT:**

This action does not have a direct fiscal impact to the City.

**SUGGESTED MOTION:**

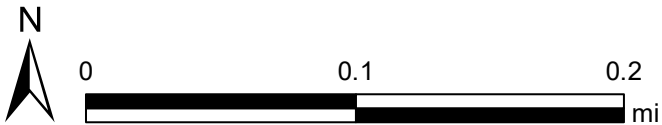
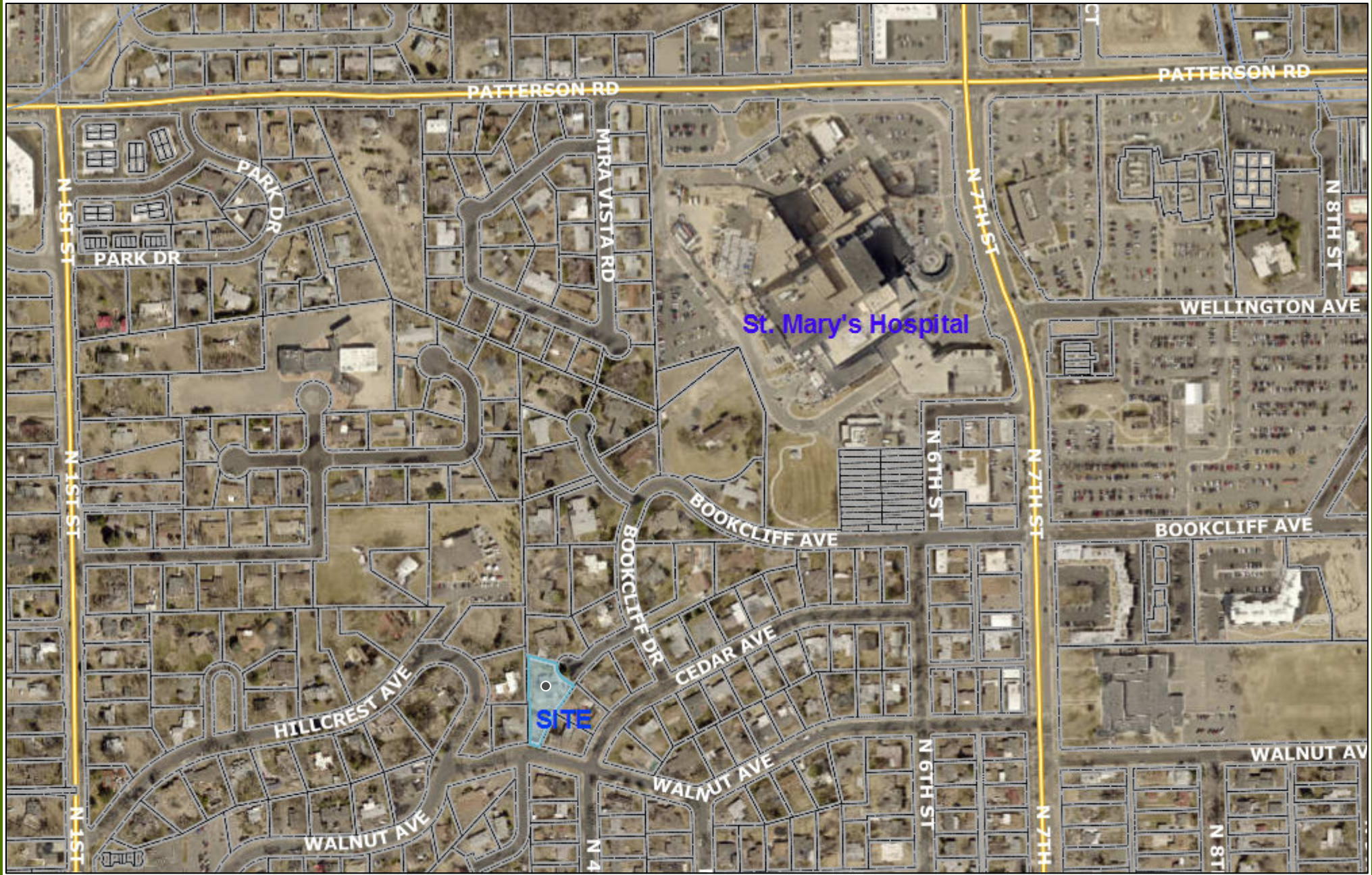
I move to adopt Resolution No. 60-18 – a Resolution concerning the issuance of a Revocable Permit to William D. Wagner to allow for the encroachment of an existing garage in the Bookcliff Avenue right-of-way along the east side of the property located at 300 Cedar Court.

**Attachments**

1. Maps
2. Proposed Resolution



# 300 Cedar Court Vicinity Map

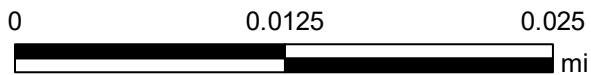


Printed: 8/30/2018

1 inch = 376 feet



# 300 Cedar Court Garage Encroachment

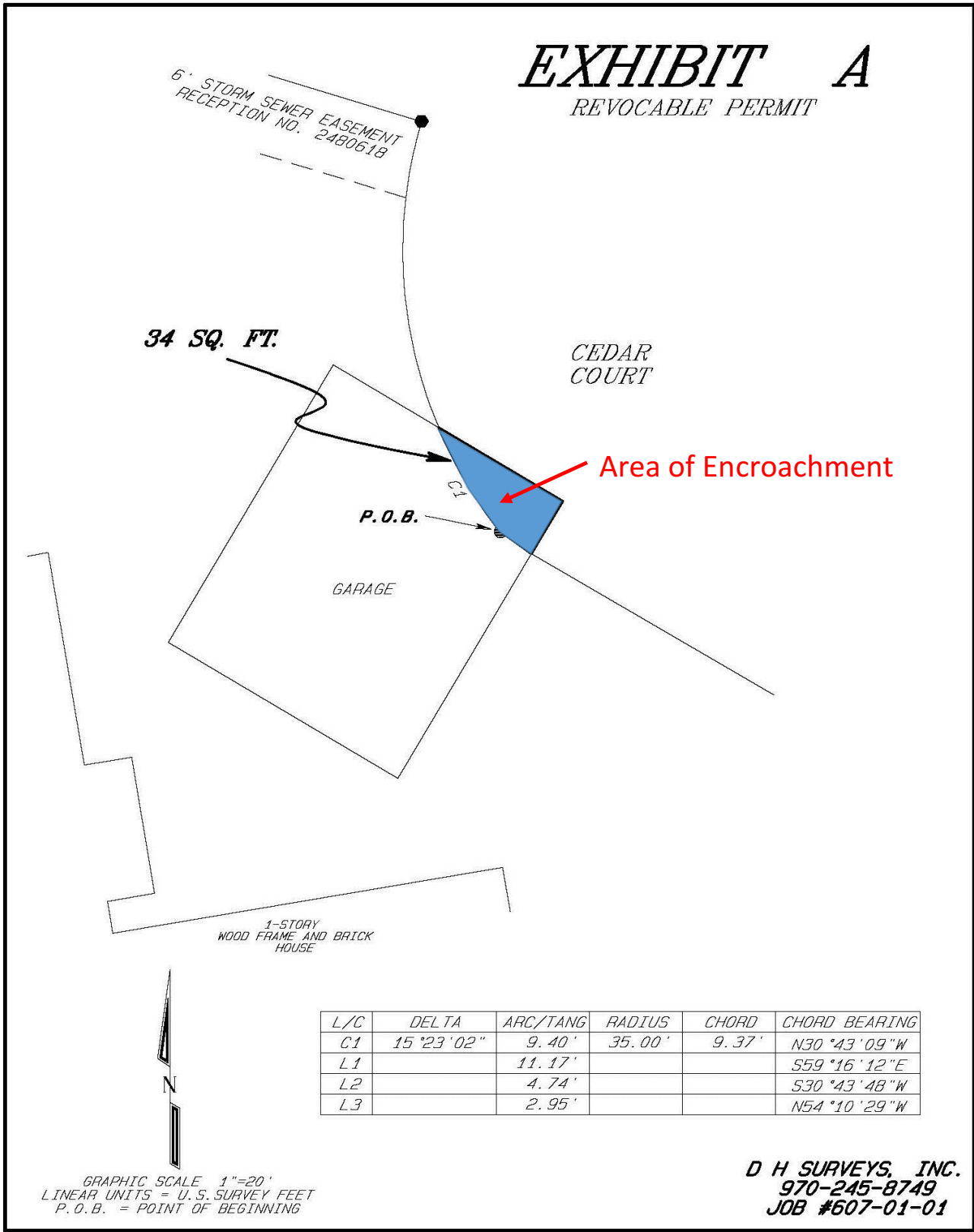


Printed: 8/30/2018

1 inch = 47 feet

# EXHIBIT A

REVOCABLE PERMIT



L/C	DELTA	ARC/TANG	RADIUS	CHORD	CHORD BEARING
C1	15°23'02"	9.40'	35.00'	9.37'	N30°43'09"W
L1		11.17'			S59°16'12"E
L2		4.74'			S30°43'48"W
L3		2.95'			N54°10'29"W



GRAPHIC SCALE 1"=20'  
 LINEAR UNITS = U.S. SURVEY FEET  
 P.O.B. = POINT OF BEGINNING

**D H SURVEYS, INC.**  
 970-245-8749  
 JOB #607-01-01

**RESOLUTION NO. \_\_-18**

**A RESOLUTION CONCERNING  
THE ISSUANCE OF A REVOCABLE PERMIT TO WILLIAM D. WAGNER  
TO ALLOW FOR THE ENCROACHMENT OF AN EXISTING GARAGE IN  
THE BOOKCLIFF AVENUE RIGHT-OF-WAY ALONG THE EAST SIDE OF THE  
PROPERTY LOCATED AT 300 CEDAR COURT**

**Recitals.**

A. William D. Wagner, hereinafter referred to as the Petitioner, represents he is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

LOT 1 BOOKCLIFF HEIGHTS + THAT PT OF LOT 2 BOOKCLIFF HEIGHTS S + W OF FOLL  
LI BEG 52FT S OF NW COR LOT 2 SELY TO C OF CUL-D-SAC END OF CEDAR COURT

B. The Petitioner has requested that the City of Grand Junction issue a Revocable Permit to allow the existing garage on the Petitioner's adjacent property to remain, subject to the terms of the permit, within the limits of the following described public right-of-way for Cedar Court Street, to wit (refer to Exhibit A for graphical representation):

Beginning at the most southerly corner, on the right-of-way of Cedar Court, for Lot 1, Billywags Subdivision;

thence along the arc of a non-tangent curve to the right 9.40 feet, having a central angle of 15°23'02" and a radius of 35.00 feet, the chord of which bears N30°43'09"W a distance of 9.37 feet along said right-of-way;  
thence S59°16'12"E a distance of 11.17 feet;  
thence S30°43'48"W a distance of 4.74 feet to the northeasterly line of said Lot 1;  
thence N54°10'29"W a distance of 2.95 feet to the point of beginning.  
Containing 34 square feet more or less.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2018-482 in the office of the City's Community Development Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

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

1. That the City Manager is hereby authorized and directed to issue the attached Revocable Permit to the above-named Petitioner for the purpose aforescribed and within the limits of the public right-of-way aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.



PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Attest:

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

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

## REVOCABLE PERMIT

### Recitals.

A. William D. Wagner, hereinafter referred to as the Petitioner, represents he is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

LOT 1 BOOKCLIFF HEIGHTS + THAT PT OF LOT 2 BOOKCLIFF HEIGHTS S + W OF FOLL  
LI BEG 52FT S OF NW COR LOT 2 SELY TO C OF CUL-D-SAC END OF CEDAR COURT

B. The Petitioner has requested that the City of Grand Junction issue a Revocable Permit to allow the existing garage on the Petitioner's adjacent property to remain, subject to the terms of the permit, within the limits of the following described public right-of-way for Cedar Court Street, to wit (refer to Exhibit A for graphical representation):

Beginning at the most southerly corner, on the right-of-way of Cedar Court, for Lot 1, Billywags Subdivision;

thence along the arc of a non-tangent curve to the right 9.40 feet, having a central angle of 15°23'02" and a radius of 35.00 feet, the chord of which bears N30°43'09"W a distance of 9.37 feet along said right-of-way;  
thence S59°16'12"E a distance of 11.17 feet;  
thence S30°43'48"W a distance of 4.74 feet to the northeasterly line of said Lot 1;  
thence N54°10'29"W a distance of 2.95 feet to the point of beginning.  
Containing 34 square feet more or less.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2018-482 in the office of the City's Community Development Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

NOW, THEREFORE, IN ACCORDANCE WITH THE ACTION OF THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

1. The Petitioner's use and occupancy of the public right-of-way as authorized pursuant to this Permit shall be performed with due care or any other higher standard of care as may be required to avoid creating hazardous or dangerous situations and to avoid damaging public improvements and public utilities or any other facilities presently existing or which may in the future exist in said right-of-way.
2. The City hereby reserves and retains a perpetual right to utilize all or any portion of the public right-of-way for any purpose whatsoever. The City further reserves and retains the right to revoke this Permit at any time and for any or no reason.

3. The Petitioner, for himself and for his successors and assigns, agree that they shall not hold, nor attempt to hold, the City of Grand Junction, its officers, employees and agents, liable for damages caused to any improvements and/or facilities to be installed by the Petitioners within the limits of the public right-of-way (including the removal thereof), or any other property of the Petitioners or any other party, as a result of the Petitioners' occupancy, possession or use of said public right-of-way or as a result of any City, County, State or Public Utility activity or use thereof or as a result of the installation, operation, maintenance, repair and replacement of public improvements.

4. The Petitioner agrees that he shall at all times keep the above described public right-of-way and the facilities authorized pursuant to this Permit in good condition and repair.

5. This Revocable Permit for an existing garage that encroaches in the right-of-way shall be issued only upon concurrent execution by the Petitioner of an agreement that the Petitioner and the Petitioner's successors and assigns shall save and hold the City of Grand Junction, its officers, employees and agents harmless from, and indemnify the City, its officers, employees and agents, with respect to any claim or cause of action however stated arising out of, or in any way related to, the encroachment or use permitted, and that upon revocation of this Permit by the City the Petitioner shall, at the sole expense and cost of the Petitioner, within thirty (30) days of notice of revocation (which may occur by mailing a first class letter to Petitioner's last known address), peaceably surrender said public right-of-way and, at their own expense, remove any encroachment so as to make the described public right-of-way available for use by the City, the County of Mesa, the State of Colorado, the Public Utilities or the general public. The provisions concerning holding harmless and indemnity shall survive the expiration, revocation, termination or other ending of this Permit.

6. This Revocable Permit, the foregoing Resolution and the following Agreement shall be recorded by the Petitioner, at the Petitioner's expense, in the off of the Mesa County Clerk and Recorder.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Written and Recommended by: The City of Grand Junction,  
a Colorado home rule municipality

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

\_\_\_\_\_  
City Manager

Acceptance by the Petitioner:

\_\_\_\_\_  
William D. Wagner

**AGREEMENT**

William D. Wagner, for himself and his successors and assigns, does hereby agree to:

- (a) Abide by each and every term and condition contained in the foregoing Revocable Permit;
- (b) Indemnify and hold harmless the City of Grand Junction, its officers, employees and agents with respect to all claims and causes of action, as provided for in the approved Resolution and Revocable Permit;
- (c) Within thirty (30) days of revocation of said Permit by the City Council, peaceably surrender said public right-of-way fully available for use by the City of Grand Junction or the general public; and
- (d) At the sole cost and expense of the petitioner, remove any encroachment so as to make said public right-of-way fully available for use by the City of Grand Junction or the general public.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
William D. Wagner

State of Colorado    )  
                                  )ss.  
County of Mesa        )

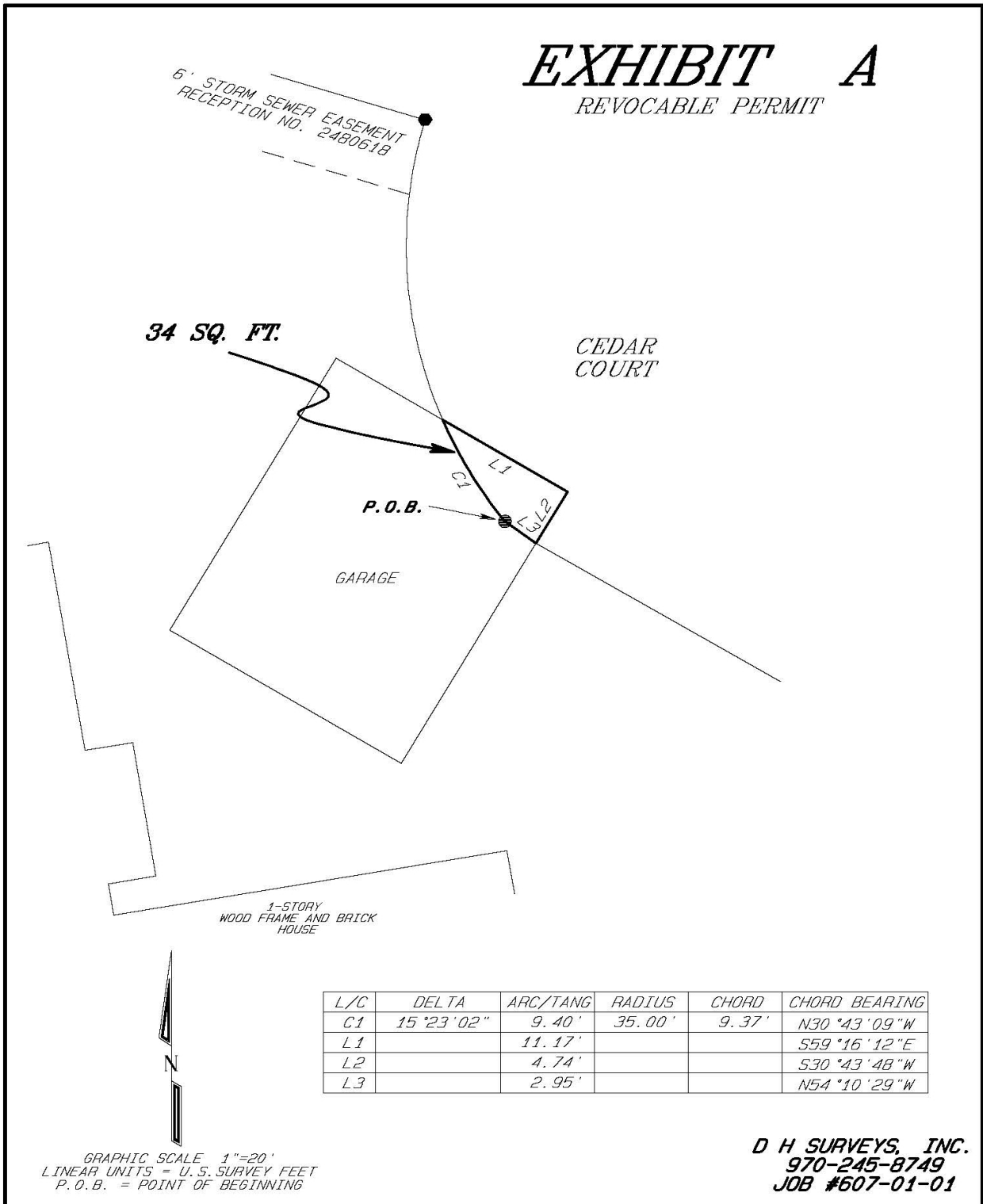
The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by William D. Wagner.

My Commission expires: \_\_\_\_\_  
Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

# EXHIBIT A

REVOCABLE PERMIT



34 SQ. FT.

CEDAR COURT

6' STORM SEWER EASEMENT  
RECEPTION NO. 248061B

P.O.B.

GARAGE

1-STORY  
WOOD FRAME AND BRICK  
HOUSE



L/C	DELTA	ARC/TANG	RADIUS	CHORD	CHORD BEARING
C1	15°23'02"	9.40'	35.00'	9.37'	N30°43'09"W
L1		11.17'			S59°16'12"E
L2		4.74'			S30°43'48"W
L3		2.95'			N54°10'29"W

GRAPHIC SCALE 1"=20'  
LINEAR UNITS = U.S. SURVEY FEET  
P.O.B. = POINT OF BEGINNING

D H SURVEYS, INC.  
970-245-8749  
JOB #607-01-01



## Grand Junction City Council

### Regular Session

Item #4.c.

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**Meeting Date:** September 19, 2018

**Presented By:** Scott Hockins, Business Operations Supervisor

**Department:** Information Technology

**Submitted By:** Scott Hockins, Business Operations Supervisor

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### **Information**

#### **SUBJECT:**

Resolution Authorizing a Telecommunication Facility at Columbine Park

#### **RECOMMENDATION:**

Staff recommends the City enter into a contract with SBA Towers IX, LLC for a cellular facility on the Columbine Park property.

#### **EXECUTIVE SUMMARY:**

SBA Tower IX, LLC has identified City-owned Columbine Park as a possible new telecommunications facility to provide enhanced voice and data wireless services to customers in the Grand Junction area. This includes more accurate location detection for emergency fire and police calls; faster data speeds on smartphones; tablets and other devices; and better reliability and quality of voice calls. The proposed structure is a clock tower to conceal the cellular equipment.

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

In May 2014, the Grand Junction City Council adopted a three to five-year Economic Development Plan (EDP) for the purpose of creating a clear plan of action for improving business conditions and attracting and retaining employers. Section 1.4 of the EDP focuses on providing technology infrastructure that enables and supports private investment. Expanding broadband capabilities and improving wireless and/or cellular coverage are key objectives of the EDP.

In June 2016, City Council adopted a Wireless Master Plan (WMP) to serve as a general planning tool to limit unnecessary proliferation of wireless infrastructure

while maintaining compliance with state and federal regulations and allowing expansion and improvement of networks and greater access to wireless technology in the community. The WMP identifies areas where coverage is needed, and provides a framework for development of towers that will help maximize network coverage while minimizing the number of new telecommunication facilities. It includes siting standards and preferences for new communication facilities to ensure compatibility with the community and neighborhood character(s).

The WMP identifies “priority sites” in the community that can provide a location for future wireless facilities in underserved areas. These priority sites must meet general criteria of a minimum size of one acre, have vehicular access to an improved right-of-way, have access to utilities and the property must be outside of the 100-year floodplain. These priority sites were vetted as part of the WMP public process. The Columbine Park property owned by the City of Grand Junction, is identified as one of these “priority sites”. The proposed facility is to construct a clock tower to conceal the telecommunication equipment.

SBA Tower IX, LLC has identified Columbine Park as a good location for a telecommunications facility needed to provide enhanced voice and data wireless services to customers in the Grand Junction area. This includes more accurate location detection for emergency fire and police calls; faster data speeds on smartphones; tablets and other devices; and better reliability and quality of voice calls.

Public property provides a stable platform for wireless companies and the compensation received for the tower lease can support the telecommunications needs of the City and help to control costs of public communications facilities.

This communication tower will be able to service multiple telecommunication providers.

**FISCAL IMPACT:**

SBA Tower IX, LLC will pay \$1,000 per month for the lease of the land.

**SUGGESTED MOTION:**

I move to adopt Resolution No. 61-18 - a Resolution authorizing the City Manager to enter into the Option and Land Lease Agreement with SBA Towers IX, LLC for the Placement of a Wireless Telecommunication Tower on the Columbine Park Property Located at 540 28 1/4 Road.

**Attachments**

1. Option and Land Lease Agreement
2. Clock Tower - Sample Photo
3. Res-Columbinetower





## OPTION AND LAND LEASE AGREEMENT

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2018, between the City of Grand Junction, a Colorado home rule municipality, with its principal offices located at 250 North 5th Street, Grand Junction, Colorado, hereinafter designated LESSOR, and SBA Towers IX, LLC, with its principal offices located at 8051 Congress Avenue, Boca Raton, FL 33487 (telephone number 561-995-7670), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the “Parties” or individually as the “Party.”

LESSOR is the owner of that certain real property located at 540 28 ¼ Road in Grand Junction, Colorado, in the County of Mesa, as shown and evidenced by and described in that certain Warranty Deed recorded at Reception #999403 in the Office of the Mesa County Clerk and Recorder (the entirety of LESSOR’s property is referred to hereinafter as the “Property”, as further described on Exhibit A attached hereto and made a part hereof). LESSEE desires to obtain an exclusive option to lease a portion of said Property, being described as a 50 foot by 70 foot parcel containing 3,500 square feet (the “Land Space”), together with a non-exclusive license to use, for ingress, egress, parking, and the installation and maintenance of utilities, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, a 15 foot wide area extending directly from the nearest public right-of-way to the Land Space (“License Area”), said Land Space and License Area (hereinafter collectively referred to as the “Premises”), being substantially depicted on Exhibit B, which Exhibits are attached hereto and made a part hereof.

LESSEE acknowledges that the Property is subject to a pre-existing telecommunications facility lease with another entity for a light pole currently located on the Property, and that LESSEE’s signals cannot interfere with that entity’s pre-existing signals and LESSEE’s facilities cannot physically interfere with such entity’s use of its pre-existing facilities. For purposes of this paragraph, the term “pre-existing” shall mean existing prior to the date of this Agreement set forth above.

NOW THEREFORE, in consideration of the sum of One Thousand Dollars (\$1,000.00), to be paid by LESSEE to the LESSOR, the LESSOR hereby grants to LESSEE the right and option to lease said Premises, for the term and in accordance with the covenants and conditions set forth herein. The foregoing payment shall be made by LESSEE within ninety (90) days of execution of this Agreement or of receipt by LESSEE from LESSOR of the Rental Documentation, as defined in and in accordance with Paragraph 3 of the Agreement below, whichever occurs later. The providing by LESSOR of Rental Documentation to LESSEE shall be a prerequisite for the payment of the foregoing amount or any other option or rental payment, if applicable, by LESSEE, and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any payment(s) until Rental Documentation has been supplied to LESSEE.

The option may be exercised at any time during the twelve (12) months following the date of this Agreement. If the option has not been so exercised, it shall be automatically extended for one additional period of twelve (12) months, unless LESSEE gives written notice to the LESSOR of the intent not to extend the option prior to the end of the initial option period. If the option is extended, LESSEE shall make an additional payment of One Thousand Dollars (\$1,000.00) to LESSOR within (30) days of the option being extended, provided LESSOR has supplied to LESSEE the Rental Documentation, as defined in and in accordance with Paragraph 3 of the Agreement below. The time during which the option may be exercised may be further extended by mutual agreement in writing. If during said option period, or during the term of the lease, if the option is exercised, the LESSOR decides to subdivide, sell or change the status of the Property or its property contiguous thereto Lessor shall immediately notify LESSEE in writing prior to such subdivision, sale or status change occurring so that LESSEE can take steps necessary to protect LESSEE's interest in the Premises.

This option may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of the LESSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

Should LESSEE fail to exercise this option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this option terminated, and LESSOR shall retain all money paid for the option, and no additional money shall be payable by either Party to the other.

LESSOR shall cooperate with LESSEE in its effort to obtain all certificates, permits and other approvals that may be required by any Federal, State or Local authorities which will permit LESSEE use of the Premises for the use contemplated hereunder. LESSOR shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE.

The LESSOR shall permit LESSEE, during the option period, free ingress and egress to the Premises to conduct such surveys, inspections, structural strength analysis, subsurface soil tests, and other activities of a similar nature as LESSEE may deem necessary, at the sole cost of LESSEE.

LESSOR agrees to execute a Memorandum of this option to lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of option to lease Agreement is for recording purposes only and bears no reference to commencement of either term or rent payments.

Notice of the exercise of the option shall be given by LESSEE to the LESSOR in writing by certified mail, return receipt requested, or by commercial courier. LESSEE shall be deemed to have exercised the option, and the following agreement shall take effect, on the date specified in writing by LESSEE in the Notice.

## LAND LEASE AGREEMENT

This Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 2018, between the City of Grand Junction, a Colorado home rule municipality, with its principal offices located at 250 North 5 th Street, Grand Junction, Colorado, hereinafter designated LESSOR, and SBA Towers IX, LLC, with its principal office located at 8051 Congress Avenue, Boca Raton, FL 33487 (telephone number 561-995-7670), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the “Parties” or individually as the “Party.”

1. PREMISES. LESSOR hereby leases to LESSEE for its exclusive use a portion of that certain parcel of property (the entirety of LESSOR’s property is referred to hereinafter as the “Property”), legally described on Exhibit A attached hereto and incorporated herein, which portion being described as a 50 foot by 70 foot parcel containing 3,500 square feet (the “Land Space”), together with a non-exclusive easement for ingress and egress and parking, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over, under, or along a fifteen (15) foot-wide area extending directly from the nearest public right-of-way to the Land Space (“15-Foot Easement”) for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along such easement to and from the Land Space (“Access and Utility Easement”), said Land Space and Access and Utility Easement (hereinafter collectively referred to as the “Premises”), being substantially as described in Exhibit B and depicted in Exhibit C, which Exhibits are attached hereto and made a part hereof by this reference.

In the event any public utility is unable to use the Access and Utility Easements, the LESSOR hereby agrees to grant an additional access and utility easement either to the LESSEE or to the public utility at no cost to the LESSEE.

Notwithstanding anything to the contrary in this Agreement, LESSOR and LESSEE hereby agree that at LESSEE’s option, LESSEE shall have the right to lease additional space from LESSOR for the continued installation, operation and maintenance of its wireless communications facility on the Property (the “Additional Leased Area”), except that this right shall not apply to additional space for additional or other tower(s) on the Property. Upon LESSOR’s approval of the Additional Leased Area, which approval shall not be unreasonably withheld, conditioned or delayed, the Parties agree to negotiate in good faith an amendment to this Agreement to memorialize the location of the Additional Leased Area. The Parties further agree that rent for the Additional Leased Area shall be One and 50/100 Dollars (\$1.50) per square foot per month. Such rent increase shall become effective on the first day of the month after LESSEE commences construction within the Additional Lease Area. LESSEE shall be permitted

to use the Additional Leased Area for the same purposes LESSEE is permitted to use the Property, except that it may not be used for any new or additional tower.

LESSEE acknowledges that the Property is subject to a pre-existing telecommunications facility lease with another entity for a light pole currently located on the Property, and that LESSEE's signals cannot interfere with that entity's pre-existing signals and LESSEE's facilities cannot physically interfere with such entity's use of its pre-existing facilities. LESSEE shall promptly remove and/or rectify any such facilities or signal interference upon notice thereof by LESSOR or by such other entity to LESSEE. For purposes of this paragraph, the term "pre-existing" shall mean existing prior to the date of this Agreement set forth above.

2. SURVEY. LESSEE has surveyed the Property and the Premises, and said survey, being the basis of Exhibit C, shall control in the event of boundary and access discrepancies between it and Exhibits A and/or B.

### 3. TERM; RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rent payments shall commence and be due at an initial total annual rent of Thirteen Thousand Two Hundred Dollars (\$13,200.00), to be paid in equal monthly installments of One Thousand One Hundred Dollars (\$1,100.00), on the first day of the month, in advance, to the City of Grand Junction, to the attention of the Purchasing Supervisor or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least sixty (60) days in advance of any rent payment due date by notice given in accordance with Paragraph 23 below. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose. The Commencement Date shall be the first day of the month in which notice of the exercise of the option, as set forth above, is effective. However, LESSOR and LESSEE acknowledge and agree that initial rent payment(s) shall not actually be sent by LESSEE until ninety (90) days after the exercise of the option is effective.

b. Beginning on the first anniversary of the Commencement Date and continuing throughout the Term (as defined below), including any extensions or additional extensions, the annual rent due hereunder shall increase by two percent (2%) over the annual rent due during the immediately preceding lease year.

c. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rent payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rent payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a

written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23 below. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rent payments until Rental Documentation has been supplied to LESSEE as provided herein.

d. Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s) or transferee(s) of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph.

From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s) or transferee(s) of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rent payments to any assignee(s) or transferee(s) of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

3. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates this Agreement at the end of the then current term by giving LESSOR written notice of LESSEE's intent to terminate at least six (6) months prior to the end of the then current term.

4. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party in accordance with the terms of this Agreement, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of the then current additional extension term. Annual rent for the first five (5) year extension term shall be equal to the annual rent payable with respect to the immediately preceding five (5) year term, with each subsequent extension, 3% will be added to the new base rent. The initial term and all extensions shall be collectively referred to herein as the "Term."

5. TAXES. LESSEE shall have the responsibility to pay any personal property taxes, real estate taxes, assessments, or charges owed on the Property which the taxing authority demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which the taxing authority demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed, including franchise and similar taxes imposed,

upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property taxes, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property. LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

6. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. An example of the proposed design of the wireless communications facility is shown on Exhibit C, as attached hereto and made a part hereof. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the License Area). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE, in its sole discretion, determines that the Premises is no longer technically, economically or otherwise viable for its use, or (vi) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its



right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rents paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

7. COMPLIANCE WITH LAW. LESSEE shall ensure that its use of the Premises and its facilities complies with all applicable laws, including but not limited to FCC and FAA regulations governing telecommunications facilities.

8. INDEMNIFICATION. Subject to Paragraph 10 below, LESSEE shall indemnify and hold harmless LESSOR against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the LESSEE, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of LESSOR, or its employees, contractors or agents.

9. INSURANCE. a. Notwithstanding the indemnity in Section 8 above, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard property insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSEE will maintain at its own cost: i. Commercial General Liability insurance with limits of \$1,000,000 per occurrence for bodily injury (including death), for damage or destruction to property in any one occurrence; ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a combined single limit of one million (\$1,000,000) - for bodily injury and property damage; iii. Workers' Compensation insurance providing the statutory benefits and Employers Liability coverage with a limit of \$1,000,000 each accident/disease/policy limit. LESSEE will include the LESSOR as an additional insured as its interest may appear under this Agreement on the Commercial General Liability and Auto Liability policies.

c. The Parties acknowledge that LESSOR is a governmental entity and is self-insured to a certain extent and also insured through a governmental insurance pool otherwise. LESSOR's Property is adequately covered by said insurance, but LESSEE's facilities are not. Nothing in this Agreement shall be construed so as to effect a waiver of the LESSOR's statutory or common law immunity to which it is entitled as a governmental entity.

10. LIMITATION OF LIABILITY. Except for indemnification for third party claims for bodily injury or property damage and for environmental claims pursuant to Paragraphs 8 and 28 hereof, respectively, or willful misconduct, neither Party shall be liable to the other, or any of their

respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

11. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

12. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or of other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate LESSEE's equipment as long as LESSEE demonstrates that it is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with industry standards to the then existing or future equipment of LESSEE or its sublessees as contemplated for LESSEE's intended use of the Premises under this Agreement. The Parties acknowledge that there may not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

13. REMOVAL AT END OF TERM. LESSEE shall, within ninety (90) days after expiration of the Term or any earlier termination of this Agreement, remove its building(s), antenna structure(s) (except footings and foundation), equipment, above-ground conduits, fixtures and all personal property and restore the Premises to its otherwise original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the buildings, structures, equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 32 below). If such time for removal causes LESSEE to remain on the Premises after expiration or termination of this Agreement, LESSEE shall pay rent at the then existing monthly rent rate or at the then existing monthly rent rate as escalated for the next lease year pursuant to Section 3.b. above if based upon a longer payment term, until such time as the removal of the building, antenna structure, above-ground conduits, fixtures, equipment and all personal property are completed in accordance with this Section 13.

14. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of the removal period set forth in Paragraph 13 herein, unless the

Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, and LESSEE holds over in violation of Paragraph 13 and this Paragraph 14, then the rent then in effect payable from and after the time of the expiration of the removal period set forth in Paragraph 13 shall be equal to the rent applicable during the month immediately preceding such expiration of the removal period.

16. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property on which the Land Space is located (but not for the use of the Land Space while occupied by LESSEE), such sale, transfer or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser, transferee or grantee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property on which the Land Space is located (but not for the use of the Land Space while occupied by LESSEE), and assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and such third party for the full performance of this Agreement.

17. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

18. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

19. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE with respect to the subject matter hereof and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law with respect to this Agreement, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in a writing signed by both Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

20. GOVERNING LAW. This Agreement and the performance hereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

21. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises within its sole discretion. Carriers and others subletting space on the Premises shall be considered sublessees under this Agreement. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement.

22. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by commercial courier, provided the courier's regular business is national delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed to the Parties, respectively, as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Grand Junction  
Purchasing Supervisor  
City of Grand Junction  
250 N. 5 th Street  
Grand Junction, Colorado 81501

With a copy to the CITY ATTORNEY at the same address.

LESSEE: SBA Towers IX, LLC  
8051 Congress Avenue  
Boca Raton, FL 33487  
Attention: Site Administration  
RE: CO22363-S / Orchard 3

With a copy to LESSEE's General Counsel at the same address.

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing methods of delivery.

23. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

24. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any future mortgage, deed of trust or other security interest (a "Mortgage")

by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement in a form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender")'s agreement that, if Lender or its successor-in-interest or any purchaser of Lender or its successor-in-interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of this Agreement, (2) fulfill LESSOR's obligations under this Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property, and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the cure period applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any Mortgage or encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such Mortgage and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

25. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of this Agreement is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

26. DEFAULT. a. LESSEE' BREACH. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations hereunder, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) business days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. LESSOR'S GENERAL BREACH. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations hereunder, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended

period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph.

c. LESSOR'S BREACH AFFECTING LESSEE'S USE. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

27. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the necessary and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of such demand at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE such full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all rent and other amounts due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

28. ENVIRONMENTAL. a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: (a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and (b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

c. In the event that abatement of hazardous materials is required in connection with the construction of the Premises, LESSOR shall take responsibility as generator of the waste resulting from the abatement and shall cooperate with any necessary abatement procedures, including signing all necessary documents and manifest required for abatement. "Hazardous Material" shall mean any material, substance, chemical or waste identified as hazardous, toxic, solid waste or dangerous in any applicable federal, state or local Law or regulation (including petroleum, impacted soils and asbestos).

29. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to fully resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

30. CONDEMNATION. In the event of any condemnation of all or any portion of the Property and LESSEE's exercise of its option to terminate pursuant to the terms of this Section 30, this Agreement shall terminate and the Parties shall have no further obligation (except for indemnifications which expressly survive this Agreement and any accrued obligations of the Parties ) as of the date the condemning authority takes title or possession. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking or within fifteen (15) days after the condemning authority shall have taken possession, terminate this Agreement effective



as of the date the condemning authority takes such possession. LESSEE shall be entitled to and shall receive and retain that part of the award or price paid by the condemning authority which is attributable to the improvements, fixtures, conduits, antennas, equipment and other personal property of LESSEE, and all other things of LESSEE situated on the Property which cannot be removed, as well as LESSEE's relocation costs, damages and losses, and the loss of its leasehold interest (collectively, "Losses"). In addition, LESSEE may on its own behalf make a claim for its Losses in any condemnation proceeding involving the Premises. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date of the taking by the condemning authority were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to each other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by LESSEE by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority and LESSEE shall also be entitled to an award for its Losses as described herein.

31. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

32. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

33. SURVIVAL. The provisions of this Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

34. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of this Agreement. They shall not affect or be utilized in the construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

City of Grand Junction,  
a Colorado home rule municipality

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_

Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Notary Public:**

I do hereby certify that \_\_\_\_\_, who is personally known to me, or who has proved by sufficient evidence to be the person named herein, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Signature

LESSEE:

SBA Towers IX, LLC  
a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_

Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Notary Public:**

I do hereby certify that \_\_\_\_\_, who is personally known to me, or who has proved by sufficient evidence to be the person named herein, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Signature

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PROPERTY**

The north twelve and one-half (12-1/2) acres of the West Half of the Northeast Quarter of the Southwest quarter Section 7, Township One South, Range One East of the Ute Meridian, together with all ditch, lateral and water rights thereto belonging including fourteen (14) shares of the capital stock of the Grand Valley Irrigation Company.

AND BEING the same property conveyed to The City of Grand Junction, Colorado from Louisa O. Bair by Deed dated January 14, 1971 and recorded January 19, 1971 in Deed Book 954, Page 587.

Tax Parcel No. 2943-073-00-235

EXHIBIT B

DEPICTION OF PREMISES

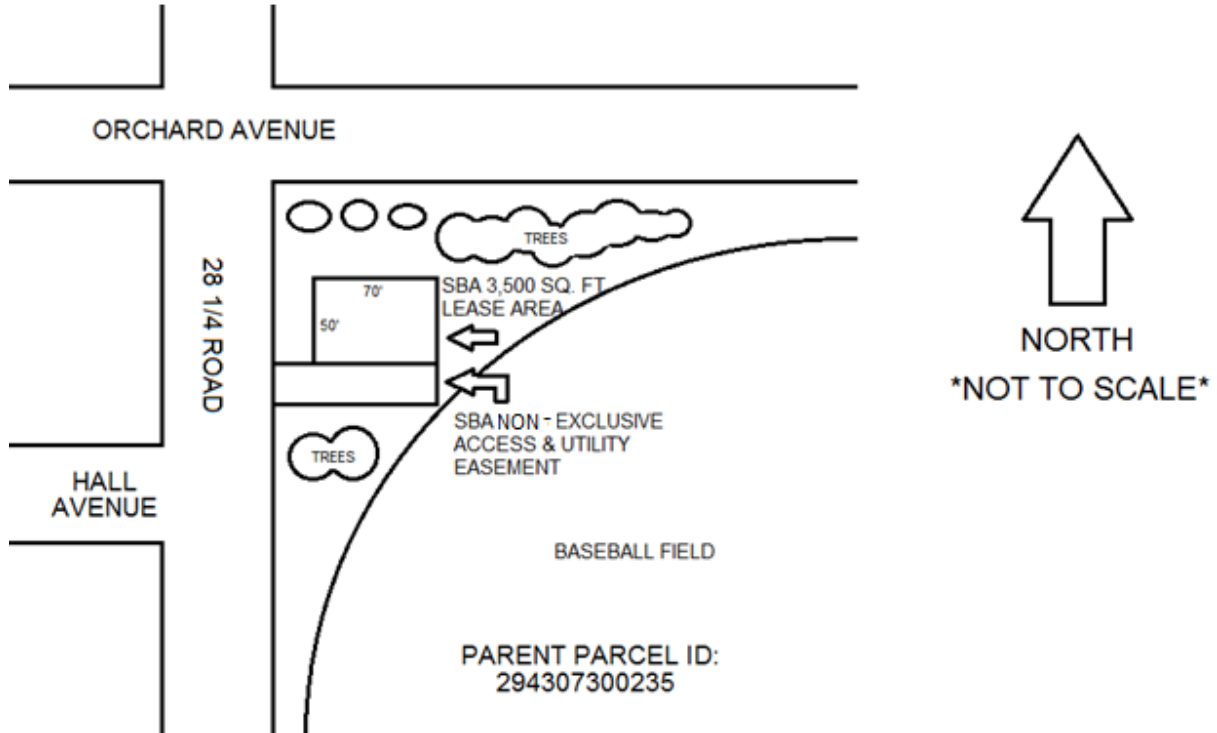
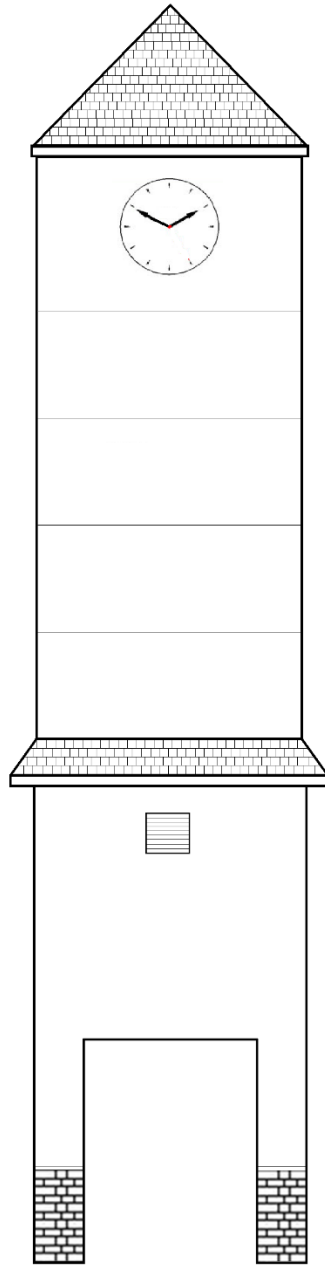


EXHIBIT C

EXAMPLE OF PROPOSED DESIGN OF WIRELESS COMMUNICATIONS FACILITY



**\* NOT TO SCALE**



Sample Photo to show scale.  
Actual design to be  
approved by Planning  
Department



## RESOLUTION NO. XX-18

### **A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO THE OPTION AND LAND LEASE AGREEMENT WITH SBA TOWERS IX, LLC FOR THE PLACEMENT OF A WIRELESS TELECOMMUNICATION TOWER ON THE COLUMBINE PARK PROPERTY LOCATED AT 540 28 1/4 ROAD**

#### Recitals:

In May 2014, the Grand Junction City Council adopted a three to five-year Economic Development Plan (EDP) for the purpose of creating a clear plan of action for improving business conditions and attracting and retaining employers. Section 1.4 of the EDP focuses on providing technology infrastructure that enables and supports private investment. Expanding broadband capabilities and improving wireless and/or cellular coverage are key objectives of the EDP.

In June 2016, City Council adopted a Wireless Master Plan (WMP) to serve as a general planning tool to limit unnecessary proliferation of wireless infrastructure while maintaining compliance with state and federal regulations and allowing expansion and improvement of networks and greater access to wireless technology in the community. The WMP identifies areas where coverage is needed, and provides a framework for development of towers that will help maximize network coverage while minimizing the number of new telecommunication facilities. It includes siting standards and preferences for new communication facilities to ensure compatibility with the community and neighborhood character(s).

The WMP identifies "priority sites" in the community that can provide a location for future wireless facilities in underserved areas. These priority sites must meet general criteria of a minimum size of one acre, have vehicular access to an improved right-of-way, have access to utilities and the property must be outside of the 100-year floodplain. These priority sites were vetted as part of the WMP public process.

SBA Towers IX, LLC has identified Columbine Park as a good location for a telecommunications facility needed to provide enhanced voice and data wireless services to customers in the Grand Junction area. This includes more accurate location detection for emergency fire and police calls; faster data speeds on smartphones; tablets and other devices; and better reliability and quality of voice calls.

Public property provides a stable platform for wireless companies and the compensation received for the tower lease can support the telecommunications needs of the City and help to control costs of public communications facilities. The Comprehensive Plan's Future Land Use Map identifies growth opportunities and density increases for this area as Grand Junction grows over the next 25 years.

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

The City Manager is authorized to enter into the Option and Land Lease Agreement with SBA Towers IX, LLC for the placement of a wireless telecommunication tower on the Columbine Park property located at 540 28 1/4 Road.

PASSED AND APPROVED this 19<sup>th</sup> day of September, 2018.

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President of the Council

ATTEST:

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City Clerk



## Grand Junction City Council

### Regular Session

Item #5.a.

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**Meeting Date:** September 19, 2018

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

**Department:** Parks and Recreation

**Submitted By:** Rob Schoeber

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### **Information**

#### **SUBJECT:**

A Resolution Regarding a 2019 Ballot Question(s) Regarding a Community Center

#### **RECOMMENDATION:**

Staff recommends adoption of the resolution.

#### **EXECUTIVE SUMMARY:**

The purpose of this item is to declare City Council's commitment to refer a question to the April 2019 City election regarding a Community Center.

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

For the past 3 years a citizens group known as PLACE – People for Local Activities and Community Enrichment – have dedicated themselves to study, review, plan for and advocate that the City Council develop a new community center and rehabilitate the Orchard Mesa Pool and Orchard Mesa School gymnasium all to provide social, recreational and enrichment facilities, amenities and experiences to the citizens of Grand Junction.

PLACE's work in support of a Center has included many community meetings and outreach efforts, citizen surveys, conceptual designs and coordination with the City's Parks and Recreation Department staff and consultants. On July 16, 2018 the Center study effort culminated with a presentation to City Council.

Because PLACE is committed to achieving its goal of having a Center in Grand Junction before the year 2025, it has pledged to initiate, for the 2019 City election, the

ballot question(s) necessary to support the construction and operation of the Center. At the City Council work session on July 16th, PLACE asked the City Council to refer a question(s) to the April 2019 election rather than PLACE taking up the initiative petition process for a ballot question. PLACE indicated to the City Council that its initiative campaign would be for/include a question to raise the City's sales tax.

**FISCAL IMPACT:**

The intent of the resolution is to bring a question forward in April of 2019, at this time the details of the cost of construction, operating subsidy, funding, and financing are still being developed.

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution No. 62-18 - a Resolution regarding a 2019 ballot question(s) for a community center at Matchett Park.

**Attachments**

1. Resolution Community Center

A RESOLUTION REGARDING A 2019 BALLOT QUESTION(S) FOR A COMMUNITY CENTER  
AT MATCHETT PARK

RECITALS:

For the past 3 years a citizens group known as PLACE – People for Local Activities and Community Enrichment – have dedicated themselves to study, review, plan for and advocate that the City Council develop a new community center and rehabilitate the Orchard Mesa Pool and Orchard Mesa School gymnasium all to provide social, recreational and enrichment facilities, amenities and experiences to the citizens of Grand Junction. For purposes of this resolution those improvements will be referred to collectively as the “Center.”

PLACE’s work in support of a Center has included many community meetings and outreach efforts, citizen surveys, conceptual designs and coordination with the City’s Parks and Recreation Department staff and consultants. On July 16, 2018 the Center study effort culminated with a presentation to City Council. The materials supporting that presentation and the recommendation that the Center be located on the Matchett Park property (“Report”) are incorporated by this reference as if fully set forth. Further incorporated by reference is PLACE’s recommendation for rehabilitation of the Orchard Mesa pool and gymnasium as described in PLACE’s presentation.

The City Council thanks and commends PLACE for its work, its presentation and its admirable example of engagement in intentional community planning, design and development.

Because PLACE is committed to achieving its goal of having a Center in Grand Junction before the year 2025, it has pledged to initiate, for the 2019 City election, the ballot question(s) necessary to support the construction and operation of the Center. At the City Council work session on July 16<sup>th</sup> PLACE asked the City Council to refer a question(s) to the April 2019 election rather than PLACE taking up the initiative petition process for a ballot question. PLACE indicated to the City Council that its initiative campaign would be for/include a question to raise the City’s sales tax. The exact amount of the sales tax will be determined but is to be approximately .3 to .75 percent which is intended to defer the cost of construction and operation of the Center and related amenities.

The City Council has contemplated the Report, the presentation and the request and agreed to address those, in general terms, by consideration at its September 19, 2018 meeting of a resolution expressing its intent to refer a ballot question(s) to the April 2019 City election.

While the City Council is supportive of and acknowledges the importance of a Center and will commit to referring a question(s) to the April 2019 City election, a majority of the Council concludes that: a) further consideration of the amount and type of tax increase is necessary; and, b) with and through the development of the City’s 2019 budget the City Council will determine the relative priority of a Center *vis a vis* other community needs; and, c) the City Council will carefully, conscientiously and prudently determine, to the best of a majority of the members collective agreement, the proper content of any and all question(s) the Council determines to refer to the 2019 City election ballot. The City Council commends

to the City Manager the task of evaluating the same and presenting information and proposed ballot question(s) to the Council in due course.

The mission of the City of Grand Junction is to *Become the Most Livable Community West of the Rockies by 2025*. The City Council fully embraces that mission but it is complicated and difficult to achieve with many competing needs and wants with limited financial resources. To the extent that the PLACE proposal for a Center is consistent with and supports the mission, as that mission is defined by the City Council, the Council is pleased to commit to refer a question(s) the details of which will be determined going forward.

NOW, THEREFORE, BE IT RESOLVED that the Grand Junction City Council declares its support for and acknowledges the importance of a community center in Grand Junction and will commit to referring a question(s) to the April 2019 City election as provided herein.

PASSED and ADOPTED this 19th day of September 2018.

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Barbara Traylor Smith  
President of the City Council

ATTEST:

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Wanda Winkelmann  
City Clerk



## Grand Junction City Council

### Regular Session

Item #6.a.i.

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**Meeting Date:** September 19, 2018

**Presented By:** Tamra Allen, Community Development Director

**Department:** Community Development

**Submitted By:** Tamra Allen, Community Development Director

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### **Information**

#### **SUBJECT:**

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 (Continued from August 15, 2018)

#### **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 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.

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

##### **BACKGROUND**

This item was continued from the August 15th City Council meeting wherein the Council requested input from the Downtown Development Authority regarding the proposed changes. The DDA's executive Director Brandon Stam reviewed the request with the DDA Chair and Vice Chair and provided a letter of support (attached) for the proposed modifications to the design standards and guidelines.



The Planning Commission had been actively reviewing issues related to potential redevelopment in the downtown neighborhoods. At its April 5, 2018 workshop, the Planning Commission discussed the design standards and guidelines for the Residential and Transitional areas. After discussing projects that had been constructed implementing the existing design standards and guidelines, the Commission felt that the standards and guidelines struck a good balance between being too prescriptive and not prescriptive enough. The Commission emphasized that it was important to recognize the historic character of the area but that new projects should also be recognizable as new and be encouraged to incorporate new or more contemporary designs while utilizing designs that are sensitive to their surroundings.

Based on the application of the design standards and guidelines in several recent projects, staff and the Commission, at their April 19, 2018 meeting, found that some of the text would be improved by more consistent language; that the highly prescriptive requirement for pitched roofs should be removed; and that removing the term “residential” from the architectural references for projects in the transitional area would be helpful given that a significant number of structures are not currently being used for residential purposes. Regarding pitched roofs, the current language in the overlay allow for flat roofs; a standard that is proposed to be continued. However, if a roof is proposed to be pitched, the standards require that the pitch be 4:12; a highly prescriptive requirement. The recommended revisions to the standards and guidelines are attached in the proposed ordinance.

The Planning Commission met with the City Council on June 14, 2018 to review the findings and recommendations from these workshop discussions. The boards jointly directed staff to bring forward a text amendment capturing the recommendations of the Planning Commission regarding the modifications to the design standards and guidelines of the Residential and Transitional area overlays.

## **ANALYSIS**

In accordance with Section 21.02.140(c), an Application for an amendment to the text of this Code shall address in writing the reasons for the proposed amendment. No further criteria for review are provided. Reasons for the proposed amendments are described in Section III. Background of this staff report. Proposed revisions are attached.

## **RECOMMENDATION AND FINDINGS OF FACT**

After reviewing the proposed amendments to sections 24.12.130, 24.12.140, 24.12.160, 24.12.170 and 24.12.180 regarding Greater Downtown Overlay Residential and Transitional Area standards, guidelines and policies the following findings of fact have been made:

1. The amendments assist in meeting the intent and goals of the City regarding the purpose, intent and policies related to the Residential and Transitional Areas of the Greater Downtown Overlay.

Therefore, the Planning Commission recommended approval of the request to amend the Greater Downtown Overlay.

**FISCAL IMPACT:**

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

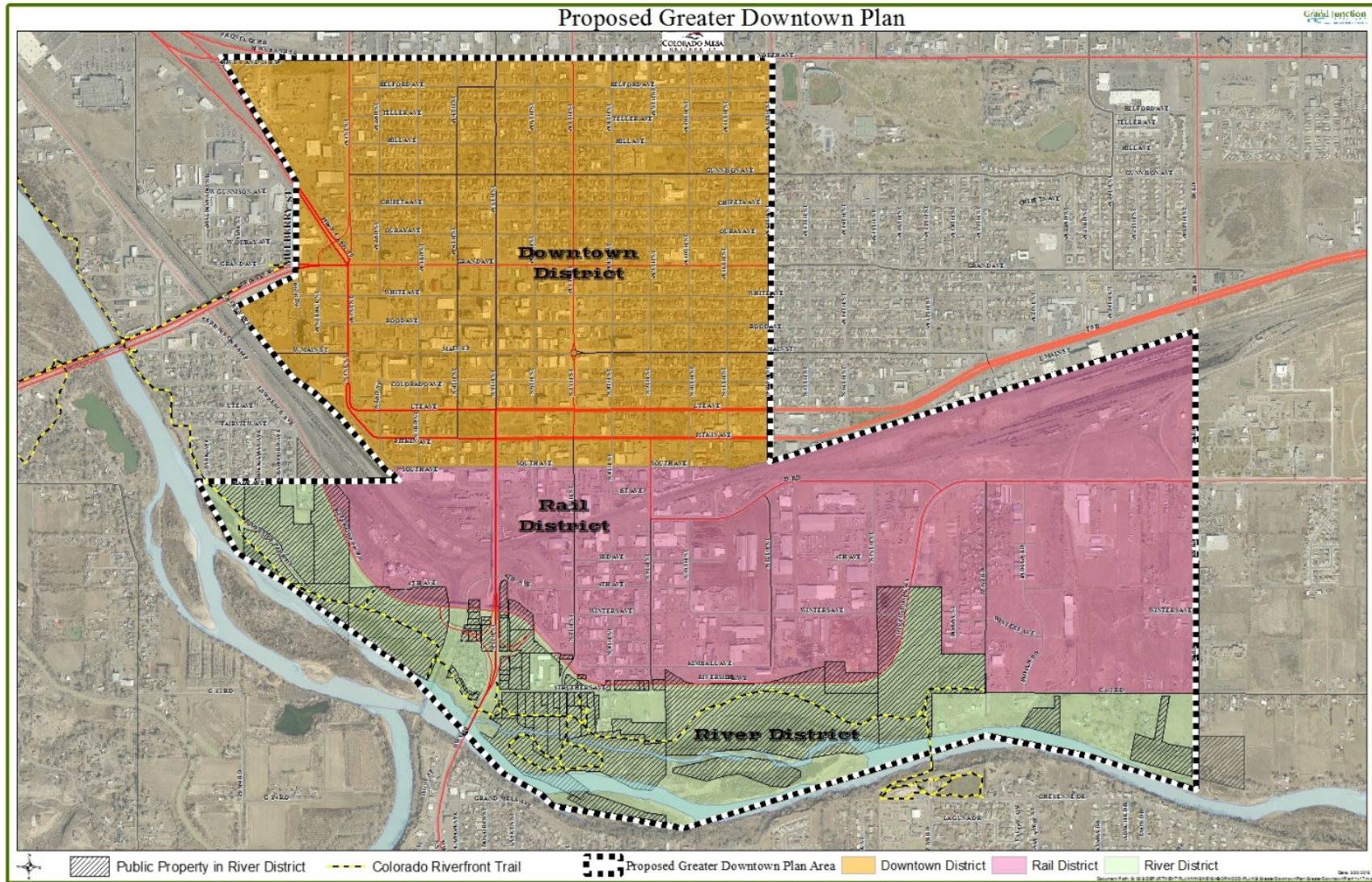
**SUGGESTED MOTION:**

I move to (adopt/deny) 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 on final passage and order final publication in pamphlet form.

**Attachments**

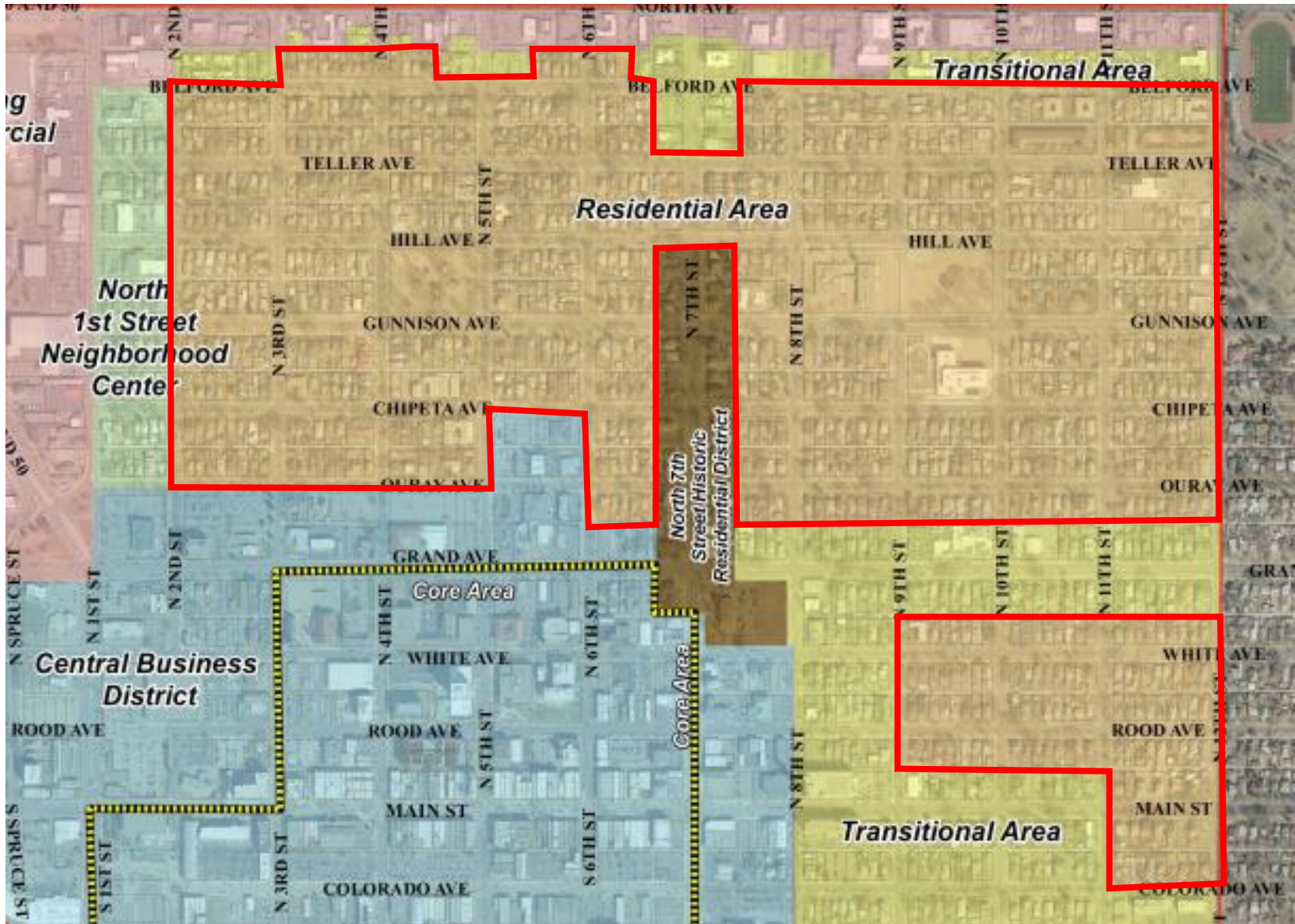
1. Greater Downtown Overlay Maps
2. Downtown Design Guidelines and Standards - Residential and Transitional Zones
3. Example of Pitched Roofs
4. Letter of Support-DDA
5. Draft Ordinance

## Greater Downtown Overlay

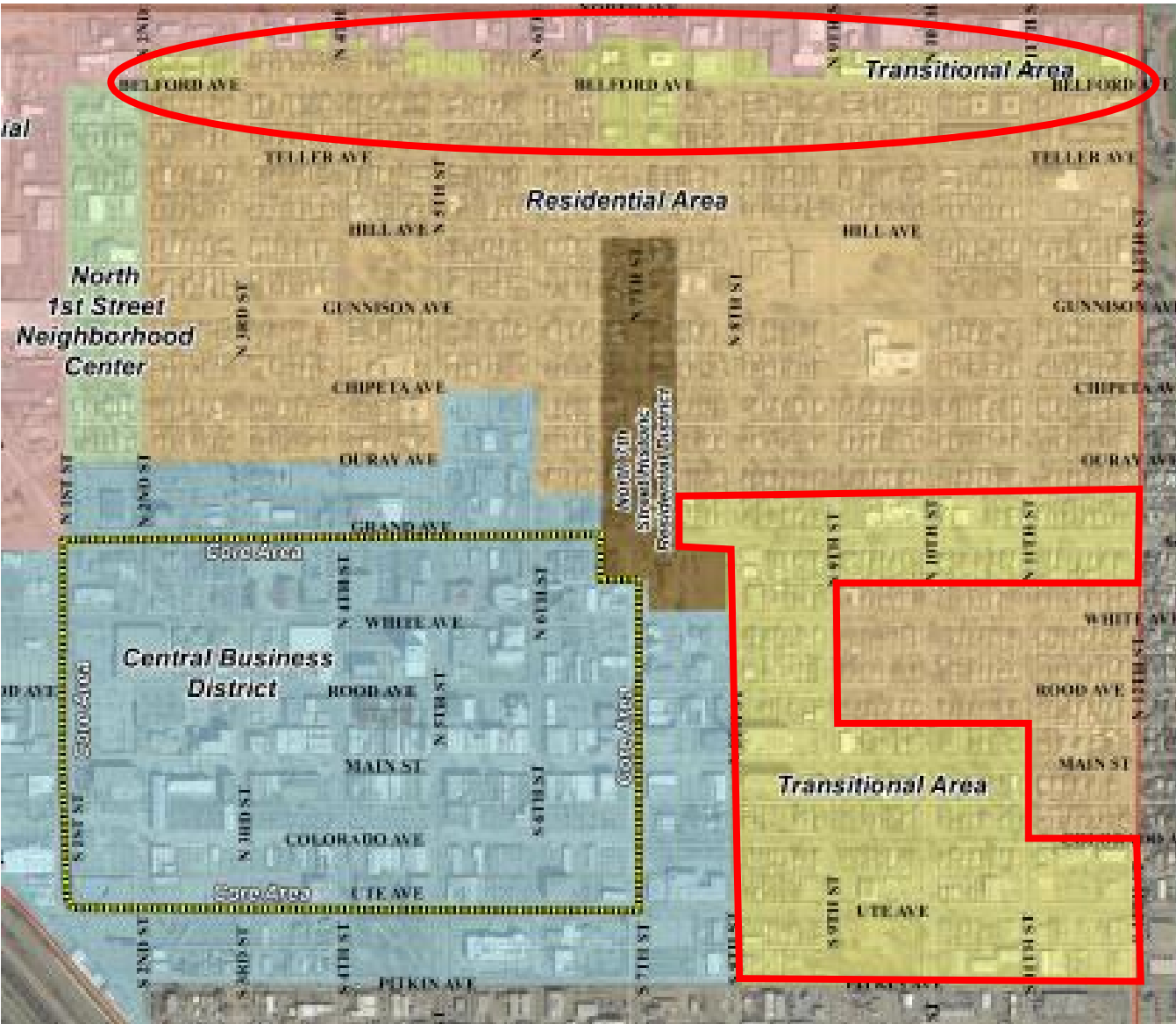




Residential Area (Orange)



Transitional Area (Yellow)



## IV. Residential Areas Standards and Guidelines

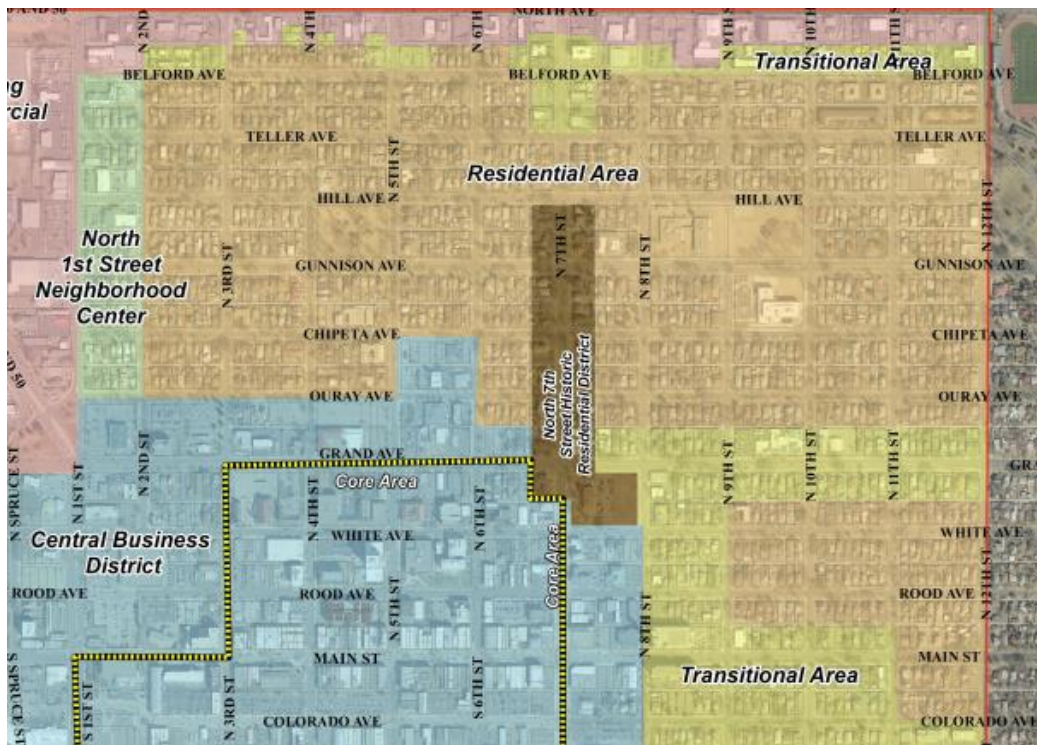
### 24.12.110 Applicability.

The following standards and guidelines apply to the residential areas shown in Figure 10 (orange areas). The standards and guidelines are intended to apply to new development or substantial redevelopment within the area. Substantial redevelopment is any reconstruction, rehabilitation, addition or other improvements to the existing structure(s) on a site where the value of the improvement exceeds 50 percent of the fair market value of the building(s) before the start of construction.

(Ord. 4572, 3-20-13)

### 24.12.120 Policies.

- (a) The existing historic residential neighborhoods within the Downtown District will be stabilized and enhanced.
- (b) The existing historic residential neighborhoods within the Downtown District will be preserved for residential uses, with no further encroachment by nonresidential uses.
- (c) Where existing residential zoning allows, provide a diversity of housing types through development of multifamily housing that is in keeping with the character of the neighborhood (refer to multifamily development, GJMC [24.12.130\(c\)](#)).
- (d) Enhance access to and improvements within existing public open spaces (e.g., parks and school grounds) within the downtown residential core.





**Figure 10**

(e) Maintain and enhance the historic character of the streetscape with emphasis on the following elements: street trees, landscaping rather than parking or other uses in the park strip between sidewalk and curb, street signs that identify the neighborhoods, lighting and detached sidewalks.

(Ord. 4572, 3-20-13)



*Existing Residential Subarea Streetscape Character*

**24.12.130 Standards.**

**(a) Architectural Considerations.**

(1) Building Style and Character. Maintain the existing character of the house styles within the residential neighborhoods in the Downtown District. New construction and alterations shall be compatible with key architectural characteristics and site elements of the neighborhood.



*Existing Residential Building Alignment*

(2) Accessory Structure Setbacks. The setback for accessory structures is a zero-foot setback from the alley and three feet from neighboring property line(s).

(3) Building Mass/Scale and Proportion. New buildings or additions to existing buildings shall be visually compatible with the area. Visually compatible means compatible with adjacent and neighboring buildings including mass and scale, shape, windows, doors, openings, roof shape, roof pitch and orientation.

(4) Roof Shape. The roofs of new buildings shall be visually compatible with adjacent dwellings. If pitched, the roof pitch shall be at least 4:12.

(5) Fenestration. Structures shall be visually compatible with surrounding residential structures. Visually compatible includes the relationship of width to height, and the spacing of windows and doors. For example, tall evenly-spaced rectangular windows are typical of many of the



residential styles in the downtown area.

*Example Existing Architectural Character*

(6) Materials. The exterior materials of all new buildings, additions and alterations shall be similar in size and appearance to adjacent dwellings.

(7) Setbacks. On a corner lot, the front yard setback for that part of the yard that extends to and along the side property line on the street side may be reduced to 10 feet on properties within the Downtown District residential subareas.

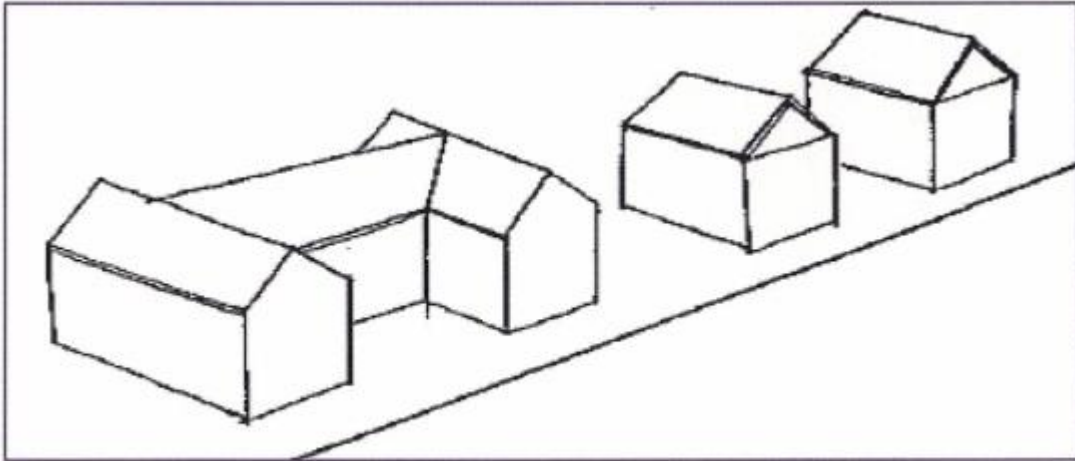
(b) *Repealed by Ord. 4723.*

(c) **Multifamily Development.** Infill of new multifamily buildings may occur where zoning allows within the residential neighborhoods of the Downtown District. However, the site design and structures for this type of development must maintain a scale and character compatible with the residential neighborhoods in the Downtown District. In addition to the architectural considerations listed in subsection (a) of this section, multifamily development shall follow the standards below.

(1) Incorporate forms typical of the single-family residential architecture of the Downtown District including sloping roofs, porches, roof dormers and other architectural details.



- (2) Break up the mass of larger buildings into forms that are similar in scale to the single-family residential character.
- (3) Facades must be composed of smaller sections, similar in scale and material finish to single-family residential structures.



*Example – Break Up Facade of Larger Structure to be Compatible with Single-Family Scale*

- (4) Off-street parking for multifamily development shall not be located in the front yard setback. Parking shall be in the rear or side yards. If the property abuts an alley, the parking area shall take access from the alley. If the property has more than one street frontage, “behind the building” shall mean on the opposite side of the building from the front door or the main public door entrance to the building.
- (5) Develop pedestrian links between the front sidewalk and building entrances and between parking and rear or side entrances.

(Ord. 4723, 10-21-16; Ord. 4572, 3-20-13)

#### **24.12.140 Guidelines.**

- (a) Demolition of existing historic homes in order to construct new residential structures is strongly discouraged.
- (b) Maintain and enhance the pattern of landscaped front yards that gives the residential neighborhoods within the Downtown District a distinctive, friendly appearance.
- (c) Each new building and addition should be located so that it aligns with existing neighborhood buildings. “Aligns” means elevation (e.g., horizontal lines of peaks of roofs, cornices and window sills) and plan (e.g., setbacks from the street and rear property lines and spacing between structures/setbacks from side property lines).

(d) Main entrances should open onto a street and should align with those of adjacent residential buildings. For example, on many of the downtown homes, raised foundations and steps that define the main entrance are prevailing characteristics. Door styles should be similar to those found on residential buildings within the area.

(e) New buildings and additions should have the same number of stories and a height which is compatible with buildings within the same block.

(f) Park strips will be landscaped in a traditional style, including street trees, grass, and low plantings or a combination thereof. Park strip landscaping should include some live material – use of all nonliving material such as rock is discouraged. Use of drought-tolerant plants is encouraged.

(Ord. 4572, 3-20-13)



*Existing Character of Front Yards and Park Strips*

## **V. Transitional Areas Standards and Guidelines**

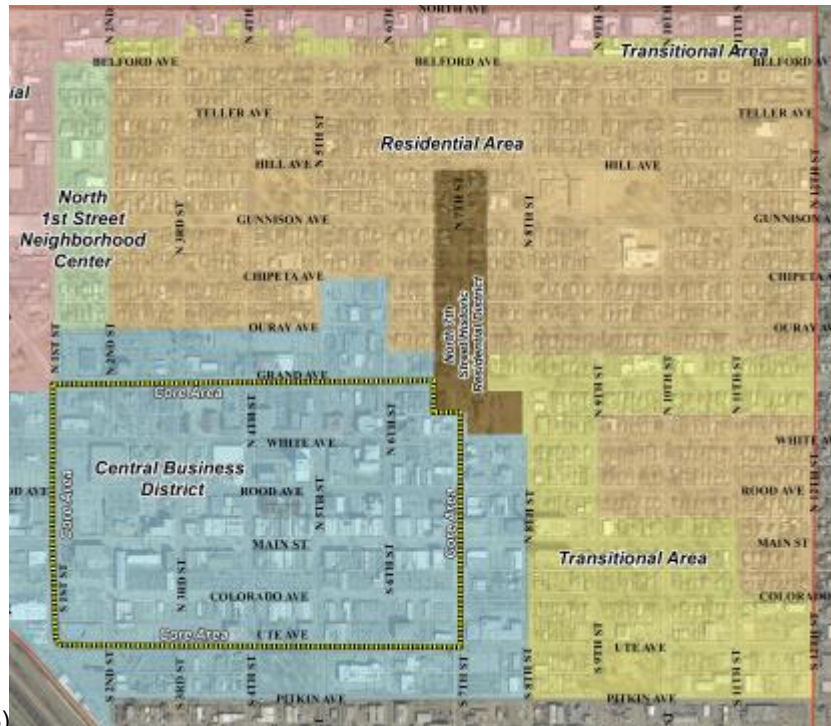
### **24.12.150 Applicability.**

The following standards and guidelines apply to the Transitional areas shown in Figure 11 (yellow areas). The standards and guidelines are intended to apply to new development or substantial redevelopment within the area. Substantial redevelopment is any reconstruction, rehabilitation, addition or other improvements to the existing structure(s) on site where the value of the improvement exceeds 50 percent of the fair market value of the building(s) before the start of construction.

(Ord. 4572, 3-20-13)

### **24.12.160 Policy.**

The peripheral areas of the CBD provide a mix of established residential uses and low intensity, nonretail, neighborhood service and office uses that are compatible with adjacent residential uses and neighborhoods. New development or reuse of existing structures will maintain compatibility with residential building scale and appearance.



(Ord. 4572, 3-20-13)

Figure 11

**24.12.170 Standards.**

**(a) Land Use and Development Intensity.**

- (1) Any mix of residential and nonresidential uses on the same lot shall be located in the same structure.
- (2) No uses within the transitional subareas shall open earlier than 7:30 a.m. and shall close no later than 8:00 p.m.
- (3) Maximum building size shall not exceed 10,000 square feet unless a conditional use permit is issued.
- (4) Outdoor storage and display areas are prohibited in the transitional subareas.

**(b) Architectural Considerations.** New residential or nonresidential construction, including additions and rehabilitations, in the transitional subareas shall be designed to have a single-family residential character consistent with existing buildings in the area. "Consistent" means the operational, site design and layout, and architectural considerations described below.

- (1) Every new principal building shall be located so that it aligns with existing buildings within the same block. "Aligns" means elevation (e.g., horizontal lines of peaks of roofs, cornices, window sills) and plan (e.g., setbacks from the street and rear property lines and spacing

between structures/setbacks from side property lines).



*Example Infill Development in Transitional Area - 9<sup>th</sup> Street and Colorado Avenue*

- (2) Main entrances shall open onto a street and shall vertically align with those of adjacent residential buildings in the same block. For example, in areas adjacent to the transitional subareas, raised foundations and steps that define the main entrance are prevailing residential characteristics. Door styles shall be similar to those found on residential buildings.
  - (3) Each new principal building, its mass in relation to open spaces and its windows, doors, and openings shall be visually compatible. Visually compatible means compatible with adjacent and neighboring buildings including mass, shape, window, doors, openings, roof shape, roof pitch and orientation. For example, a large building shall be compatible with surrounding smaller dwellings by dividing its mass into smaller components to create a building elevation that is more like the size and proportion of the nearby single-family homes.
  - (4) The roofs of new principal buildings or additions to principal buildings shall be visually compatible with buildings within the same block. When pitched, the roof pitch shall be at least 4:12.
  - (5) Structures shall be visually compatible with surrounding residential structures. Visually compatible includes the relationship of width to height, and the spacing of windows and doors. For example, tall evenly-spaced rectangular windows are typical of certain residential styles near the transitional subareas.
- (c) **Signs.** Development of non-single-family uses in the downtown transitional areas may directly abut existing single-family residential areas. Thus, in order to maintain compatibility, more restrictive sign regulations shall apply.

(1) Flush wall signs and monument signs shall be the only sign type allowed. Only one real estate sign advertising the property for sale or lease shall be allowed and shall not exceed 10 square feet.

(2) Signs shall be located at least 10 feet behind the front property line. Total sign area, excluding real estate signs advertising the property for sale or lease, shall not exceed 25 square feet per street frontage. The sign allowance for one street frontage may be transferred to a side of a building that has no street frontage, but cannot be transferred to another street frontage. Monument signs shall not exceed eight feet in height.



*Example Signs within Transitional Subarea*

(3) Signs may only be illuminated between 7:30 a.m. and 8:00 p.m.

(4) Sign enhancement features such as bases, pillars, and other decorative elements as part of monument signs shall not be counted as part of the maximum square footage of the sign, provided such features do not exceed the size of the sign face.

**(d) Parking and Site Development.**

(1) Non-single-family uses in the transitional subareas shall be designed and utilized not to increase on-street parking in front of single-family dwellings in the neighborhood.

- On-site parking shall be provided pursuant to the Zoning and Development Code; and
- On-site parking spaces shall only be located in the side and rear yards. If the property abuts an alley, the parking area shall take access from the alley. If the property has more than one street frontage, side and rear yards shall mean on the opposite side of the building from the front door or the main public door entrance to the building; and
- On-site parking shall be screened from nearby single-family residential uses by a solid wall, fence or vegetation having a height of not less than four feet nor more than six feet (vegetation may exceed six feet in height).

(2) Service entrances, loading areas and dumpster areas shall be located only in the rear or side yard. If the property has more than one street frontage, the rear or side shall mean on the opposite side of the building from the front door or the main public door entrance to the building; and each loading area shall be screened from each abutting residential use or zone.

(3) Front yards shall contain only landscaping, sidewalks, driveway access to parking areas and signage.

(Ord. 4572, 3-20-13)

**24.12.180 Guidelines.**

(a) New buildings should have the same number of stories and a height which is compatible with those of nearby single-family residential buildings.

(b) The exterior of all new buildings, additions and alterations should be similar in size and appearance to nearby dwellings. Sign materials should be visually compatible with materials used on the building facade.

(Ord. 4572, 3-20-13)



Example of 4:12 Pitched Roof

2/12 pitch



4/12 pitch



5/12 pitch



6/12 pitch



7/12 pitch



8/12 pitch



9/12 pitch



10/12 pitch



12/12 pitch



12/1	12/2	12/3	12/4	12/5	12/6
12/7	12/8	12/9	12/10	12/11	12/12
12/13	12/14	12/15	12/16	12/17	12/18





September 10, 2018

RE: Letter of Support for Amending Design Standards and Guidelines in the Greater Downtown Overlay

Downtown Grand Junction (DDA/BID) is pleased to support the City of Grand Junction's proposed changes to the design standards and guidelines in the Greater Downtown overlay. These changes will create greater clarity around the residential and transitional areas in Downtown. In addition the removal of the term "residential" from the architectural references in the transitional areas allows for more flexibility in these areas and encourages different scales of development that are currently lacking in Downtown. The proposed changes are a positive step in the City's effort to continue to implement the vision and goals of the Greater Downtown Master Plan in a way that promotes adaptability and is responsive to market demand.

Sincerely,

*Brandon Stam*

Brandon Stam  
Executive Director  
Downtown Grand Junction

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO. \_\_\_\_\_**

**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.**

Recitals:

The City Council desires to maintain effective zoning and development regulations that implement the vision and goals of the Comprehensive Plan and Greater Downtown Master 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.

The proposed amendments to sections of the Greater Downtown Overlay address revisions to the design standards and guidelines for the Residential and Transitional areas. In general, these revisions include creating more consistent language for specific terms, removing specific requirements for pitched roofs, and removing the term "residential" from architectural references in the Transitional Area.

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 Greater Downtown Overlay amendments.

After public notice and public hearing, the Grand Junction City Council finds that the proposed Greater Downtown Overlay amendments are necessary to maintain effective regulations to implement the Greater Downtown Master Plan.

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

**Subsections 24.12.130(a) and (c) of the Grand Junction Municipal Code (Development Regulations - Downtown District Guidelines and Standards) is amended as follows (additions underlined, deletions struck through):**

**24.12.130 Standards.**

**(a) Architectural Considerations.**

(1) Building Style and Character. Maintain the existing character of the house styles within the residential neighborhoods in the Downtown District. New construction and alterations shall be compatible with key architectural characteristics and site elements of the ~~neighborhood~~ area.

(2) Accessory Structure Setbacks. The setback for accessory structures is a zero-foot setback from the alley and three feet from neighboring property line(s).

(3) Building Mass/Scale and Proportion. New buildings or additions to existing buildings shall be visually compatible with the area. Visually compatible means compatible with adjacent and neighboring buildings including mass and scale, shape, windows, doors, openings, roof shape, roof pitch and orientation.

(4) Roof Shape. The roofs of new buildings shall be visually compatible with adjacent ~~buildings, dwellings.~~ If pitched, the roof pitch shall be at least 4:12.

(5) Fenestration. The pattern of windows and doors on structures shall be visually compatible with ~~surrounding residential buildings in the area~~ structures. Visually compatible includes the relationship of width to height, and the spacing of windows and doors. For example, tall evenly-spaced rectangular windows are typical of many of the residential styles in the downtown area.

(6) Materials. The exterior materials of all new buildings, additions and alterations shall be similar in size and appearance to ~~adjacent area buildings~~ dwellings.

(7) Setbacks. On a corner lot, the front yard setback for that part of the yard that extends to and along the side property line on the street side may be reduced to 10 feet on properties within the Downtown District residential subareas. On corner lots where an existing parkway strip exceeds 10 feet in width between a sidewalk and the curb, the front yard setback on a side street may be reduced to 5 feet.

(c) **Multifamily Development.**

(2) Break up the mass of larger buildings into forms that are similar in scale to the ~~single-family~~ residential character.

(3) Facades must be composed of smaller sections, similar in scale and material finish to ~~single-family~~ residential structures.

**The remaining subsections of Section 21.12.130 shall remain in full force and effect.**

**Subsections 24.12.140(c) and (e) are amended as follows (additions underlines, deletions struck through):**

**24.12.140 Guidelines.**

(c) Each new building and addition should be located so that it aligns with existing neighborhood-buildings in the area. "Aligns" means elevation (e.g., horizontal lines of peaks of roofs, cornices and window sills) and plan (e.g., setbacks from the street and rear property lines and spacing between structures/setbacks from side property lines).

(e) New buildings and additions should have the same number of stories and a height which is compatible with buildings ~~within the same block~~ in the area.

**The remaining subsections of Section 21.12.130 shall remain in full force and effect.**

**Sections 24.12.160 is amended as follows (additions underlines, deletions struck through):**

**24.12.160 Policy.**

The peripheral areas of the CBD provide a mix of established residential uses and low intensity, nonretail, neighborhood service and office uses that are compatible with adjacent residential uses and neighborhoods. New development or reuse of existing structures will maintain compatibility with residential building scale and appearance in the area.

**Section 24.12.170 is amended as follows (additions underlines, deletions struck through):**

**24.12.170 Standards.**

**(a) Land Use and Development Intensity.**

(1) ~~Any mix of residential and nonresidential uses on the same lot shall be located in the same structure.~~

(2) ~~No~~ Non-residential uses within the transitional subareas shall not open earlier than 7:30 a.m. and shall close no later than 8:00 p.m.

**(b) Architectural Considerations.** New ~~residential or nonresidential~~ construction, including additions and rehabilitations, in the transitional subareas shall be designed to have a ~~single-family~~ residential character consistent with existing buildings in the area. "Consistent" means the operational, site design and layout, and architectural considerations described below.

(1) ~~Every n~~ New principal buildings shall be located ~~so that it~~ to aligns with existing buildings ~~within the same block in the area.~~ "Aligns" means elevation (e.g., horizontal lines of peaks of roofs, cornices, window sills) and plan (e.g., setbacks from the street and rear property lines and spacing between structures/setbacks from side property lines).

(2) Main Building entrances shall open onto face a street or architectural features shall be provided that visually suggest an entrance. ~~and shall vertically align with those of adjacent residential buildings in the same block. For example, in areas adjacent to the transitional subareas, raised foundations and steps that define the main entrance are prevailing residential characteristics. Door styles shall be similar to those found on residential buildings.~~

(3) Each new principal building, its mass in relation to open spaces and its windows, doors, and openings shall be visually compatible. Visually compatible means compatible with ~~adjacent and neighboring~~ buildings in the area, including mass, shape, window, doors, openings, roof shape, roof pitch and orientation. For example, a large building shall be compatible with surrounding smaller dwellings by dividing its mass into smaller components to create a building elevation that is more like the size and proportion of the ~~nearby single-family homes~~ buildings in the area.

(4) The roofs of new principal buildings or additions to principal buildings shall be visually compatible with buildings within the same block in the area. ~~When pitched, the roof pitch shall be at least 4:12.~~

(5) Window and door spacing on structures shall be visually compatible with ~~surrounding residential structures~~ in the area. Visually compatible includes the relationship of width to height, and the spacing of windows and doors. For example, tall evenly-spaced rectangular windows are typical of certain residential styles near the transitional subareas.

(c) **Signs.**

(1) Flush wall signs and monument signs shall be the only sign type allowed. ~~Only one real estate sign advertising the property for sale or lease shall be allowed and shall not exceed 10 square feet.~~

(2) Signs shall be located at least 10 feet behind the front property line. Total sign area, ~~excluding real estate signs advertising the property for sale or lease,~~ shall not exceed 25 square feet per street frontage. The sign allowance for one street frontage may be transferred to a side of a building that has no street frontage, but cannot be transferred to another street frontage. Monument signs shall not exceed eight feet in height.

(d) **Parking and Site Development.**

(1) Non-single-family uses in the transitional subareas shall be designed and utilized not to increase on-street parking in front of single-family dwellings in the neighborhood.

- ~~On-site parking shall be provided pursuant to the Zoning and Development Code; and~~

(2) Service entrances, loading areas and dumpster areas shall be located only in the rear or side yard. If the property has more than one street frontage, the rear or side shall mean on the opposite side of the building from the front door or the main public door entrance to the building; and each loading area shall be screened from each abutting residential use. ~~or zone.~~

**Section 24.12.180 is amended as follows (additions underlines, deletions struck through):**

**24.12.180 Guidelines.**

(a) New buildings should have the same number of stories and a height which is compatible with those of ~~nearby single-family residential~~ buildings in the area.

(b) The exterior of all new buildings, additions and alterations should be similar in size and appearance to nearby dwelling buildings in the area.

(c) Sign materials should be visually compatible with materials used on the building facade.

**The remainder of Title 24, Chapter 12 (Downtown District Guidelines and Standards) shall remain in full force and effect and not modified by this Ordinance.**

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 #6.b.i.

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**Meeting Date:** September 19, 2018

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

**Department:** Community Development

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

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### **Information**

#### **SUBJECT:**

An Ordinance Rescinding Ordinance No. 4810 Regarding the Fossil Trace Rezone

#### **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 Grand Junction Municipal Code.

#### **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 Grand Junction Municipal Code.



Staff has renoticed the forthcoming the public hearing for City Council's consideration of this rezoning request. The consideration of the rezone request was introduced as an ordinance (1st reading) on the September 5, 2018 agenda and is now followed by the 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 (adopt/deny) Ordinance No. 4816 - an Ordinance rescinding and repealing Ordinance No. 4810 an ordinance rezoning the property at 465 Meadows Way known as Fossil Trace on final passage and order final publication in pamphlet form.

**Attachments**

1. Ordinance No. 4810 - 2018
2. Ordinance Resceinding 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 18<sup>th</sup> day of July, 2018 and ordered published in pamphlet form.

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

ATTEST:

*W Wunkelmann*

City Clerk

*Barbara Jayles 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 18<sup>th</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> day of August 2018.

*W Winkelmann*

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

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



**CITY OF GRAND JUNCTION, COLORADO**  
**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 for first reading and ordered published by the City Council of the City of Grand Junction, Colorado this 5<sup>th</sup> day of September 2018.

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

Attest:

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

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



## Grand Junction City Council

### Regular Session

Item #6.b.ii.

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**Meeting Date:** September 19, 2018

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

**Department:** Community Development

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

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### **Information**

#### **SUBJECT:**

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

#### **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 GJMC. 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 GJMC. 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.

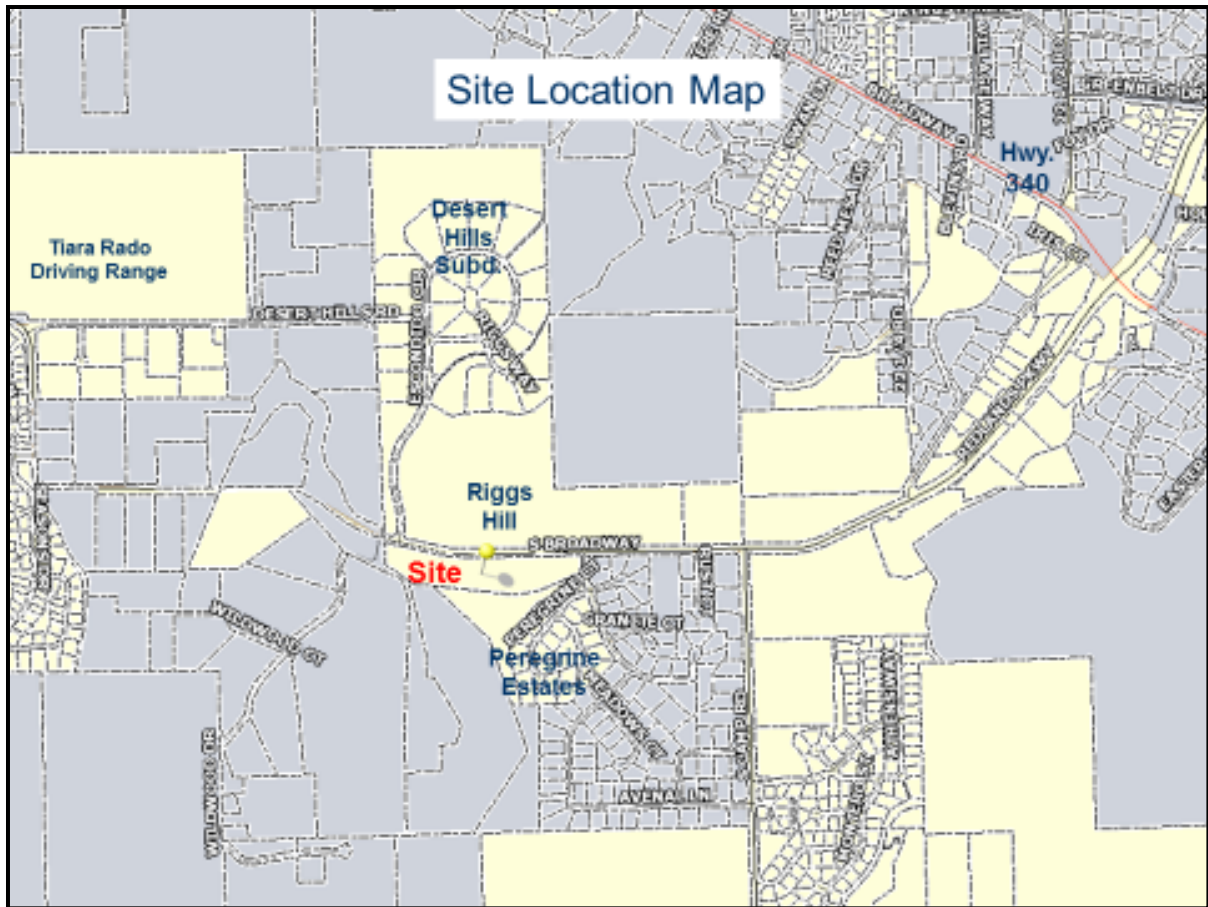
### **SUGGESTED MOTION:**

I move to (adopt/deny) Ordinance No. 4817 - 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 on final passage and order final publication in

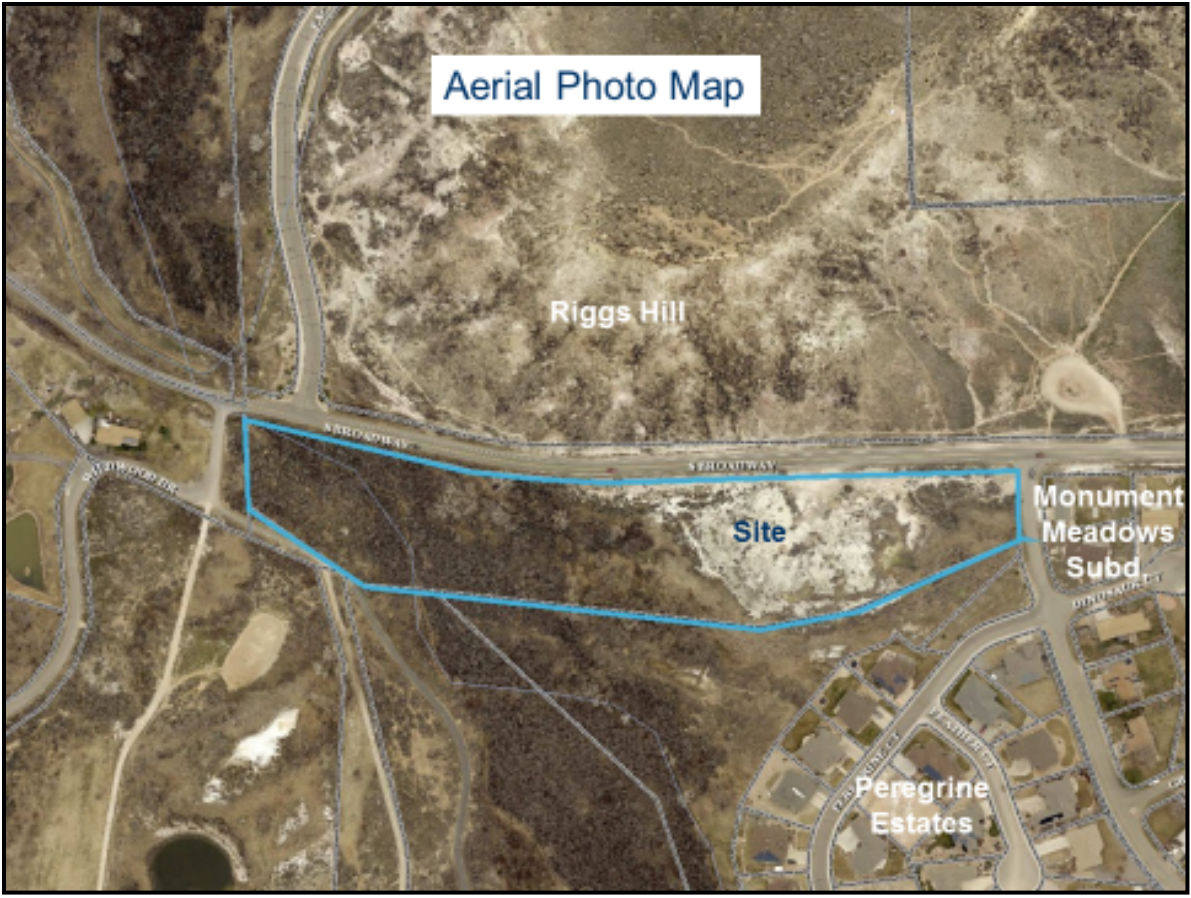
pamphlet form.

**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

S BROADWAY

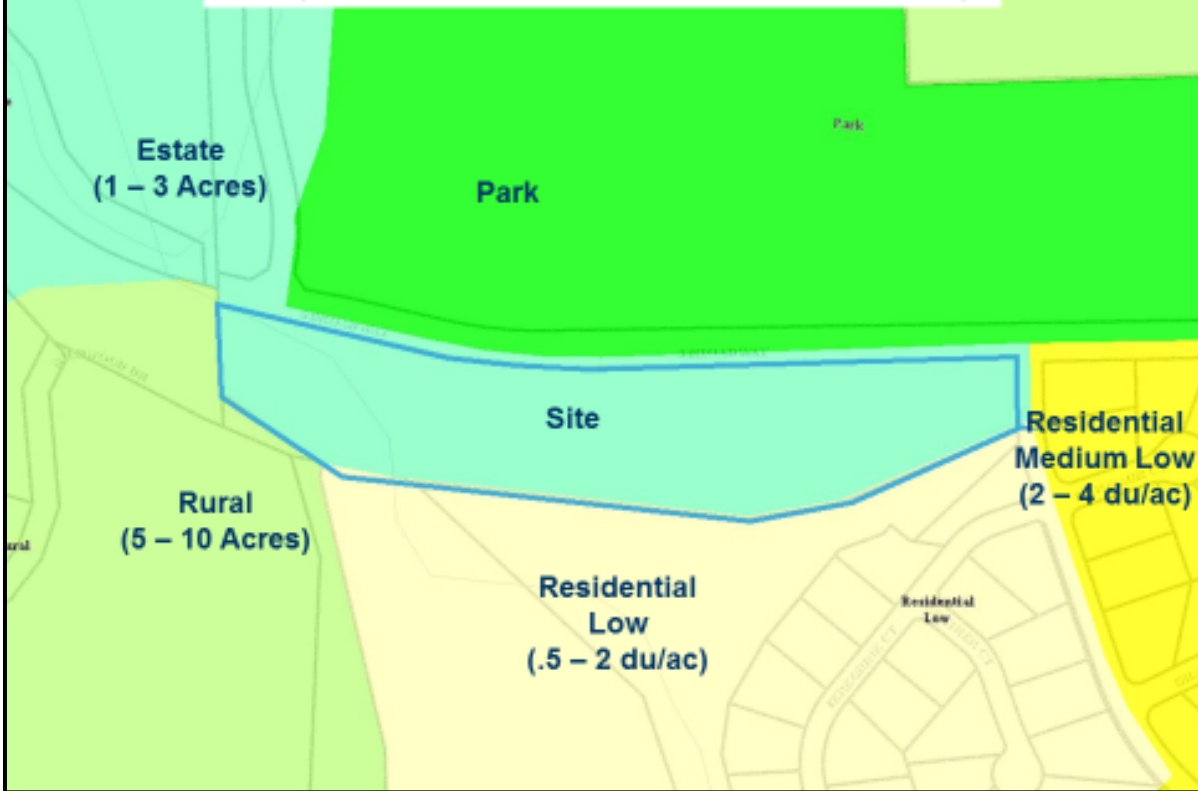
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# Comprehensive Plan Future Land Use Map



# Blended Residential Map

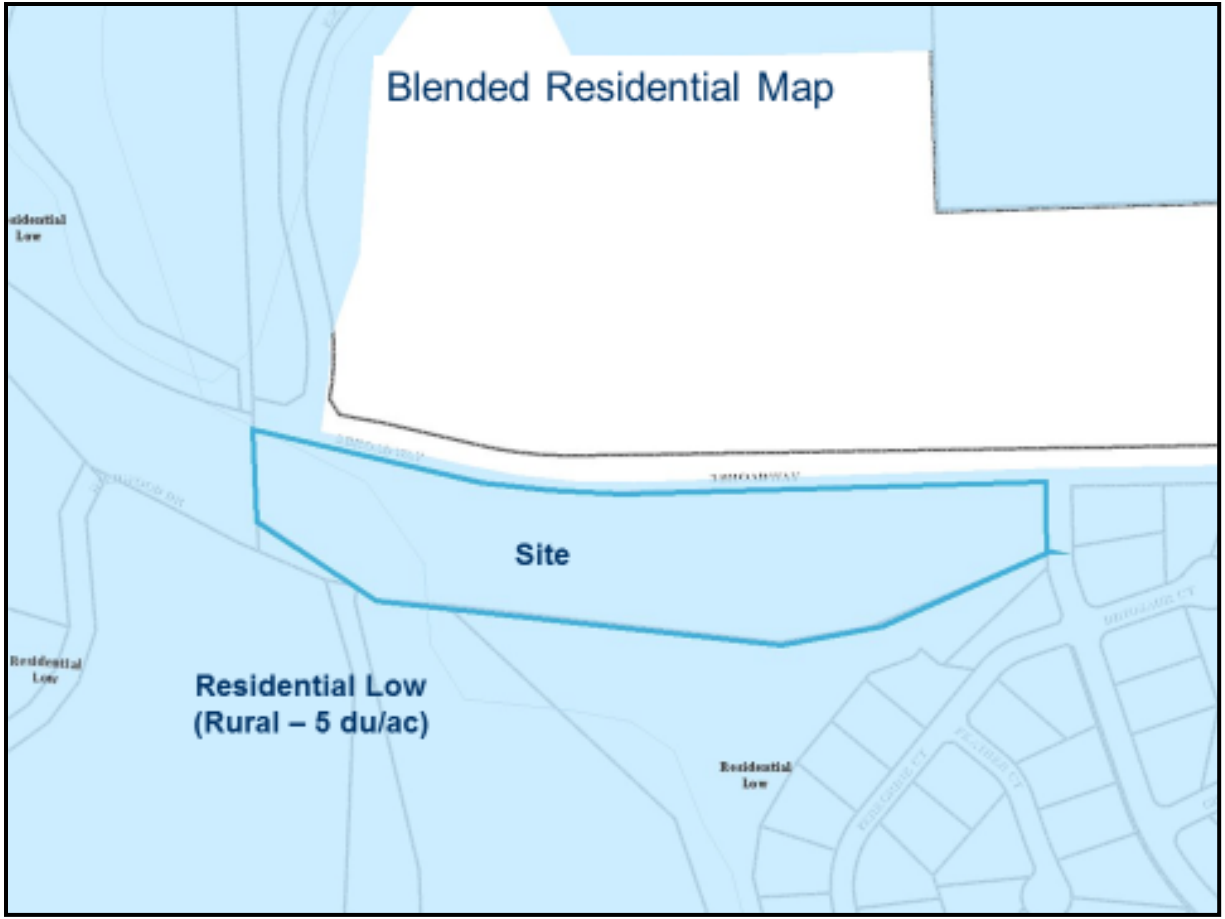
Residential Low

Residential Low

**Residential Low  
(Rural - 5 du/ac)**

**Site**

Residential Low









## Scott Peterson

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**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

<b>CITY COUNCIL MEETING</b> <b>CITIZEN PRESENTATION</b>		<b>Date</b> 9/19/19
<b>Citizen's Name</b>	Bruce Schmieller	
<b>Subject</b>	Conditional Uses Permits Alternative Energy School Violence	
<b>Phone Number (optional)</b>		Including your phone number is helpful if we would like to contact you in response to your questions, comments, or concerns. Thank you!

<b>CITY COUNCIL MEETING</b> <b>CITIZEN PRESENTATION</b>		<b>Date</b> 9-19-19
<b>Citizen's Name</b>	Ed Kowalski	
<b>Subject</b>	PUBLIC SAFETY	
<b>Phone Number (optional)</b>		Including your phone number is helpful if we would like to contact you in response to your questions, comments, or concerns. Thank you!





"AID COMPRESO IN 1 DIVIDEN TAXI CAR"



Earth · Home · Life · Health

*Our Choices Matter*

*November- December 2015: Concerned citizens from 4 local faith communities and 5 local organizations came together to raise awareness and plan events to coincide with the recent UN Climate Change Conference. It's estimated that more than 150 different people participated in one or more of the December events in the Grand Valley.*

Concerned citizens met again on Friday, January 8 to consider next steps for local networking in 2016.

- What's next for raising awareness about climate change?
- How do we effectively support (and/or develop) focused efforts and network to have an impact locally?
- In the midst of full lives, let's find focused meaningful actions.
- What's already happening that we can support?.
- What additional possibilities do we want to consider?

~~Specific next steps that came from this meeting are:~~

- Friday, January 29, 4:30-6:00PM "WHY CHOOSE?" at Koinonia - 730 25 Road  
Matt will offer a session "WHY CHOOSE?" to help us reflect on how and why to choose the hopeful efforts we'll invest in. Details to follow.
- BLM Methane Proposal: Karen, Sherry, Deb, and Eric will organize an event in February to provide education and offer an opportunity to write letters. We will network with WCC and The Wilderness Society who will also be focusing on this.
- Deb will check with Matt on how to best publicize/post/email events for all those who wish to network for greater impact. We'll communicate soon how to locate this list of local opportunities and add to it.

~~WHAT'S ALREADY HAPPENING THAT WE CAN SUPPORT?~~

1. Help create a Citizens Advisory Board in Grand Junction with the power to create a forward-thinking plan with clear steps to improve energy efficiency, wean ourselves off fossil fuels, and drive economic growth with expanded clean energy industry. (The long term goal is to create a just transition to renewables by 2030.)

If you are interested or have questions contact Matt King at Western Colorado Congress: 256-7650.

- **Tuesday January 26:** We'll convene at 6 p.m. in the WCC office to discuss our draft proposal and make changes before having a couple key meetings.
- **Monday February 15:** Former Rifle Mayor Keith Lambert is coming to Junction to have a conversation with us, politicians and business interests about the economic benefits of clean energy. This event is at 6:30 p.m. in the Alpine Bank building.

2. **Citizens for Clean Air** is a group of local citizens who are concerned about air quality issues in the Grand Valley. Karen shared that they are currently working to reduce open burning in Mesa County on non-farming properties, an air quality monitoring project, a survey, and advising the county health department.

Contact: [citizensforleanairgj@gmail.com](mailto:citizensforleanairgj@gmail.com) to learn more.

related article: <http://www.gjsentinel.com/news/articles/devices-monitor-your-air-quality>

Attend a class to be offered for the second time through New Dimensions: *Inquiry into Climate Change*.  
Registration will begin mid-January. <http://www.newdimensionsgj.org/>



...create regular opportunities that create awareness/educate and when possible include meaningful actions - perhaps quarterly gatherings at the public library that offer films and/or speakers followed by letter writing. "Time To Choose" by Oscar-Winner Charles Ferguson is another film we may want to screen. <http://www.time-to-choose.com/>

...reported that the BLM Methane Proposal will soon be released. Public hearings will take place in Denver. Information she provided is attached. Karen, Sherry, Deb, and Eric will organize an event in February to educational and offer an opportunity to write letters.

...and Steve are willing to offer letter writing sessions ...to congress and/or letters to the editor. The letters may be shared with Citizens Climate Lobby. (There's a new chapter in Montrose. Deb and Steve attended the training. For anyone who might want to learn more see: <http://citizensclimatelobby.org/>.)

...described interfaith efforts to create a long term alliance. The hope is to build relationships and channel ongoing energy into meaningful societal change...the alliance might address climate change and other concerns:

- One possibility is an eco-justice workshop by Peter Sawtell.
- The UUs are also hoping to get inter-faith activity on their domestic violence priority.
- On Tuesday, February 16th, a group of faith communities committed to structural and systemic societal change will gather to explore ways to start moving the world as it is to a world that is better for all. Matt is proposing a 2.5 hour evening session: *Organizing - What the \$@%\* is Organizing?*

...shared alternative fuel prototypes that he has shared with the GJ fleet. He recommends attending city council meetings and voicing citizen's comments.

...suggested gathering stakeholders - all those with solar power in the valley.

...note: The book *Active Hope* offers 3 mutually reinforcing dimensions to consider when forming next steps:

- holding actions in defense of life on Earth;
- encouraging shifts in consciousness that change perceptions and values;
- and developing new economic and social structures that sustain life.

...shared: Colorado College release their *Conservation in the West Poll*. Some of it relates directly to methane or oil and gas, but it also covers many other topics. <http://bit.ly/1PSWzON>

...shared: a short read worth your time about the social movement aspects of clean energy work (see attachment)

Farhad is the founder and trustee chair of the Chorus Foundation, which works for a just transition to a regenerative economy in the United States. The Chorus Foundation is a WORC funder.

The Chorus Foundation recently announced that it has picked three frontline communities to receive eight years of grant support to speed a just transition to a new economy, and in this blog post Farhad explains some of the reasoning behind the foundation's decision. It really is excellent reading and food for thought as we work to achieve our own vision of Homegrown Prosperity.