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

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

Call to Order, Pledge of Allegiance, Invocation

Reverend Patrick Lewis, Palisade and Fruita United Methodist Churches

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.

Proclamations

Proclaiming December 7, 2018 as National Pearl Harbor Remembrance Day in the City of Grand Junction

Proclaiming December 15, 2018 as Bill of Rights Day in the City of Grand Junction

Proclaiming December 18, 2018 as International Day of the Migrant in the City of Grand Junction

Certificates of Appointment

To the Forestry Board

Citizen Comments

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

City Manager Report

Council Reports**CONSENT AGENDA**

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

1. Approval of Minutes

- a. Summary of the November 5, 2018 Workshop
- b. Minutes of the November 7, 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 below.

- a. Legislative
 - i. Introduce an Ordinance to Adopt the 2018 International Building Codes including the Building, Plumbing, Mechanical, Fuel Gas, Existing Building, Residential, the 2009 Energy Conservation, and the National Electrical Code and Amendments thereto, repealing all other ordinances and parts of ordinances in conflict therewith, and set a Public Hearing for January 16, 2019
 - ii. Introduce an Ordinance Adopting the 2018 International Fire Code and Amendments thereto, repealing all other ordinances and parts of ordinances in conflict therewith, and set a Public Hearing for January 16, 2019

3. Contracts

- a. Purdy Mesa Flowline Replacement at Sullivan Draw
- b. 2018 CDBG Subrecipient Agreements between Hilltop Community Resources, Inc., HomewardBound of the Grand Valley, and Karis, Inc. and the City of Grand Junction

4. Resolutions

- a. A Resolution Adopting Rates, Fees, and Charges for Water, Wastewater, and Solid Waste
- b. Resolutions Levying Taxes for the Year 2018 in the City of Grand Junction, Colorado and the Downtown Development Authority
- c. A Resolution for Allocation of Certain Property Tax and Sales Tax Revenues for the Grand Junction Downtown Development Authority and for Certification of Property Tax Distribution Percentages to the County Assessor
- d. A Resolution Authorizing the City Manager to Submit a Grant Request to the State Board of the Great Outdoors Colorado Trust Fund for Sponsorship of a School Yard Initiative Grant for Nisley Elementary School
- e. A Resolution Concerning the Issuance of a Revocable Permit to Downtown Grand Junction REgeneration LLC to Allow for Construction of a Sanitary Sewer Line within the Right-of-Way of the North-South Alley in Block 84, Plat of the Town of Grand Junction
- f. A Resolution Renaming Devils Thumb Drive to Zenith Lane
- g. A Resolution Renaming Jarvis Way to Dos Rios Drive, Located in Jarvis Subdivision, Filing Three
- h. Intergovernmental Agreement with Colorado Department of Transportation (CDOT) for the Installation of Automated License Plate Readers on CDOT Intelligent Transportation Systems
- i. A Resolution Consenting to Assignment of the Cable Television Franchise Agreement

5. Other Action Items

- a. Cancellation of the January 2, 2019 City Council Meeting

REGULAR AGENDA

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

6. Public Hearings

a. Legislative

- i. An Ordinance Appropriating Certain Sums of Money to Defray the Necessary Expenses and Liabilities of the City of Grand Junction, Colorado and the Downtown Development Authority for the Year Beginning January 1, 2019 and Ending December 31, 2019
- ii. An Ordinance Describing the Functions of the Municipal Court

b. Quasi-judicial

- i. A Resolution Accepting a Petition for the Annexation and Ordinances Annexing and Zoning the Frog Pond Annexation Planned Development (PD) with R-5 (Residential, 5 du/ac) and CSR (Community Services and Recreation, Located at 2501 Monument Road

7. Non-Scheduled Citizens & Visitors

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

8. Other Business**9. Adjournment**

Grand Junction

State of Colorado

PROCLAMATION

WHEREAS, December 7, 2018 marks the 77th Anniversary of the attack on Pearl Harbor; and

WHEREAS, on December 7, 1941, without warning and minutes before 8:00 a.m., aircraft of the Imperial Japanese Navy and Air Force attacked United States military installations at Pearl Harbor and elsewhere on the Island of Oahu, Hawaii; and

WHEREAS, the bulk of the attack at Pearl Harbor lasted for approximately five hours, during which 2,403 members of the United States Armed Forces were killed or mortally wounded, 1,247 members of the Armed Forces were wounded, and 57 civilians lost their lives; and

WHEREAS, President Franklin Delano Roosevelt declared the day of the attack on Pearl Harbor, "a date which will live in infamy," and Americans became united in remembrance of their fallen countrymen and committed to defending the United States against all aggressors; and

WHEREAS, the following day, on December 8, 1941, Congress declared war against Japan, and three days later against Germany, thus beginning America's involvement in a global conflict that would define the 20th Century; and

WHEREAS, more than 320,000 Americans sacrificed their lives to preserve the sacred freedoms of the United States, to cease forever the spread of Nazism through Europe and imperialism by Japan; and

WHEREAS, the Grand Junction Veteran's Health Care System along with the Veteran Service Organizations that partner with us serve 37,000 veterans residing on the Western Slope, and has had the privilege of caring for numerous Pearl Harbor survivors and is committed to honoring the sacrifice of all those who have served the United States to ensure each citizen's freedom.

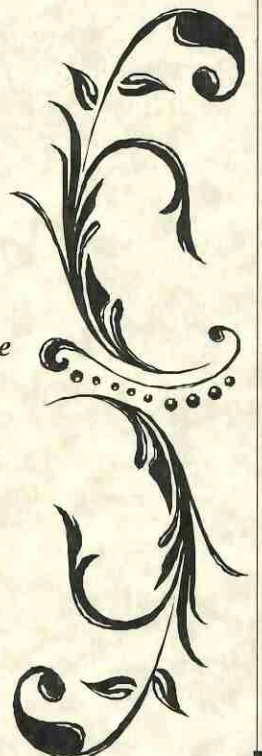
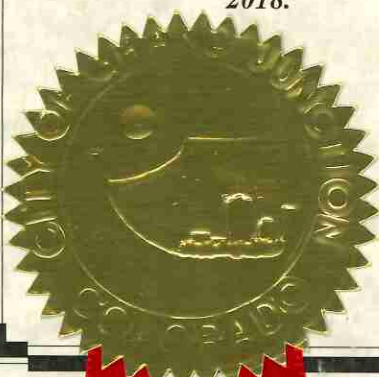
NOW, THEREFORE, I, Barbara Traylor Smith, by the power vested in me as Mayor of the City of Grand Junction, do hereby recognize, on behalf of the Grand Junction City Council and the citizens of Grand Junction, the 77th anniversary of the attack on Pearl Harbor and the lasting significance of

"National Pearl Harbor Remembrance Day"

in the City of Grand Junction, in memory of the victims and in honor of the survivors.

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

Mayor



Grand Junction

State of Colorado

PROCLAMATION

WHEREAS, the first ten Amendments to the Constitution of the United States of America, known collectively as the Bill of Rights, were ratified on December 15, 1791; and

WHEREAS, the Bill of Rights is the foundation of American liberty; securing our most fundamental rights including the freedom to speak, assemble and practice our faith; and

WHEREAS, to preserve the rights and freedoms secured by the Bill of Rights, our forefathers and hundreds of thousands of men and women in succeeding generations have sacrificed, suffered and died; and

WHEREAS, the rights and freedoms guaranteed by the Bill of Rights deserve perpetual celebrations; the sacrifices made to protect the Bill of Rights deserve eternal remembrance; and

WHEREAS, ratification of the U.S. Constitution in most states depended upon the adoption of the Bill of Rights. The 14th Amendment to the U.S. Constitution, ratified in 1868, extended the federal Bill of Rights to citizens under state law; and

WHEREAS, to commemorate the Bill of Rights with a special day honors the fundamental rights it enshrines and the sacrifices made to create and preserve these rights, and proclaims these rights to the citizens of this City, to this County, to this Nation and to the World.

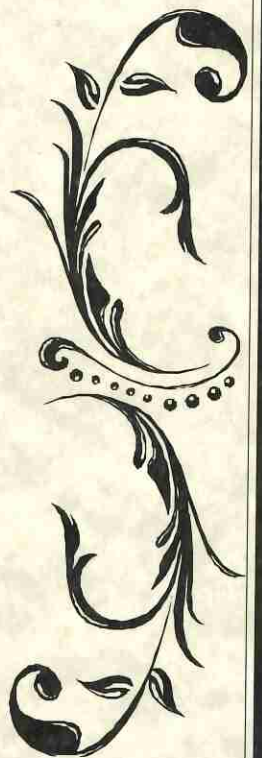
NOW, THEREFORE, I, Barbara Traylor Smith, Mayor of the City of Grand Junction, do hereby proclaim December 15, 2018, as

“BILL OF RIGHTS DAY”

in the City of Grand Junction.

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

Mayor



Grand Junction

State of Colorado

PROCLAMATION

WHEREAS, the City of Grand Junction is home to many immigrants from all over the world; and

WHEREAS, the City of Grand Junction honors the dignity of all city residents, regardless of nationality, and recognizes the importance of their many contributions to the social, religious, cultural, and economic life of the City; and

WHEREAS, the City of Grand Junction is concerned that immigration reform legislation be just, fair, and comprehensive; and

WHEREAS, the City of Grand Junction supports the Constitution of the United States and the Bill of Rights; and

WHEREAS, the United States, because of the Constitution is a beacon of hope for people all over the globe seeking a better life and peaceful future; and

WHEREAS, December 18th is recognized by the United Nations as the "International Day of the Migrant", and is a day for our Country to look closely at our immigration policies and practices.

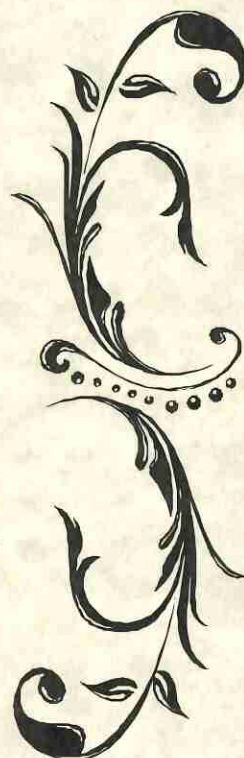
NOW, THEREFORE, I, Barbara Traylor Smith, by the power vested in me as Mayor of the City of Grand Junction do hereby proclaim December 18, 2018 as

"INTERNATIONAL DAY OF THE MIGRANT"

in the City of Grand Junction and encourage fair, just, and comprehensive immigration reform in order to provide principled solutions to our nation's immigration situation.

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

Mayor





Grand Junction City Council

Regular Session

Item #

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

Information

SUBJECT:

To the Forestry Board

RECOMMENDATION:

Present Certificates of Appointment.

EXECUTIVE SUMMARY:

Appointed members Susan Carter, Mollie Higginbotham, Paul Morency, Vince Urbina and Tom Ziola will accept their Certificates of Appointment to the Forestry Board.

BACKGROUND OR DETAILED INFORMATION:

Susan Carter, Mollie Higginbotham, Paul Morency, Vince Urbina and Tom Ziola were appointed to the Forestry Board at the November 7, 2018 Council meeting.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

N/A

Attachments

None



Grand Junction City Council

Regular Session

Item #a.

Meeting Date: December 5, 2018

Presented By:

Department: City Clerk

Submitted By:

Information

SUBJECT:

Supplemental Documents

RECOMMENDATION:

EXECUTIVE SUMMARY:

BACKGROUND OR DETAILED INFORMATION:

FISCAL IMPACT:

SUGGESTED MOTION:

Attachments

1. City Council Citizen Comments - 2018 - December 5 - Supplemental Documents

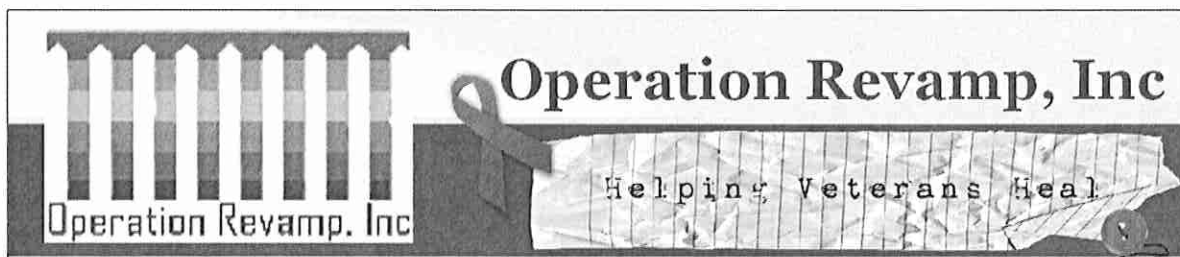
CITY COUNCIL MEETING CITIZEN PRESENTATION		Date 12-5-18
Citizen's Name	Lewis Baker Adrenaline Driven Adventures CO.	
Subject	allowing OHV vehicles on city roads.	
Phone Number (optional)		Including your phone number is helpful if we would like to contact you in response to your questions, comments, or concerns. Thank you!

CITY COUNCIL MEETING CITIZEN PRESENTATION		Date
Citizen's Name	Bruce Schmitt	
Subject	Vets Mt Center "Sampling" Night Patrol	
Phone Number (optional)		Including your phone number is helpful if we would like to contact you in response to your questions, comments, or concerns. Thank you!

Wendy Hoffman, Veterans Art Center

From: Operation Revamp, Inc <admin@operationrevamp.org>
Sent: Monday, December 3, 2018 1:14 PM
To: Wendy Hoffman
Subject: Have you taken action?

It's time for giving!



Why would I help?

The holiday season is officially upon us and, for many, this represents an important time for family, community, love, and gratitude.

However, we must remember there are people all around us feeling vulnerable, lost, and suffering in ways we can't understand. It can be hard to tell who these people are just by looking at them, and many try to carry the burden themselves by hiding their fears, pain, suffering, and secrets behind a happy exterior, a private shield of sorts.

Our Mission is to help these Veterans and Family members and we need your help to succeed.



What am I helping with?

On average we serve over 850 veterans and family members annually and we offer a wide variety of services.

The veteran might be attending Tai Chi to help with his balance or another might be having acupuncture for her pain or PTSD symptoms. Maybe they both also attend yoga and another veteran is in yoga class to relieve suicidal thoughts or PTSD symptoms. Your donations help us pay for these services.

The veteran may have none of these issues but is lonely and isolating and needs a safe environment with others around. Or maybe a recent widow or widower needs companionship, something to do and someone to do it with. Maybe a single or struggling parent needs an activity for the kids. Your donation helps us provide this.

Maybe the veterans need is temporary; a food or gas card, a disabled veteran needs help loading and unloading furniture, a ride to the food bank, help with clothing for a new job, a pet deposit on a new apartment. This list can be extensive and your donation helps pay for these.

Or a veteran has downsized his home and needs access to the wood-shop for the hobbies he loves. A family member wants to join in a class just to have others to visit with. An upcoming artist has an excess of creative energy and ideas but lacks the supplies to proceed. Donors like you have provided us with a large selection of art supplies and equipment but often we need something else, or we need repairs on equipment, or we need modifications in our electrical services. Your donations keep us functional and able to pay for these.



*Helping Veterans and
their Families*

How is this helping?

First and foremost, you might save a life. You also help provide confidence where it was lacking, mental wellness where it had failed, optimism where negativity resided, serenity where there was pain and anguish, pain relief, emotional wellness, addictions support, family

support, help with employment, relief from hunger, housing assistance, and an overall betterment to these veterans and family members and to the community.

Our annual report provides facts and figures on our outcomes. You can [view it here](#).

On Average \$136 covers costs and provides services for one person for the entire year!



How can I help?

We have several donation options available:

Giving Tuesday November 27th

PayPal is partnering with Facebook this holiday season to support charitable giving – together, they're matching up to \$7 million in donations made on Giving Tuesday.

You can donate through a Facebook Fundraiser, [ours is here](#).

or [create your own](#) and promote it through Giving Tuesday.

100% of the donations made through Facebook Payments go to the charity.

Or you can donate directly through [PayPal](#) and starting on Giving Tuesday they will give us 101% of the donation.

Colorado Gives Day December 4th

You can Schedule your Colorado Gives Day donations in advance and earn an 'I Gave Early' Badge.

How to Schedule Your Donation in Advance!

1. Go to www.coloradogives.org/OperationRevamp.

2. Enter your donation amount.
3. Under Donation Frequency, make sure "CO Gives Day" is selected. This option will schedule the donation to process on Dec. 4, 2018, Colorado Gives Day.
4. Complete additional fields and click "ADD TO CART."
5. When ready, click "PROCEED TO CHECKOUT." Log in or create a donor account on ColoradoGives.org. Enter payment information.
6. Click "SUBMIT."

Set up Monthly Donations

Monthly donations help with our planning and budgeting and are an easy way for donors to make a larger donation spread over time.

Our [Paypal Donate Page](#) always gives us at least 100% of what you donate and also has an option for you to schedule regular [monthly donations](#).

These really help and can also be set up through [Colorado Gives](#)

On Average \$136 covers costs and provides services for one person for the entire year! That is less than \$12 per month!

You can mail donations directly to us at:

Operation Revamp, Inc
307 S 12th St
Grand Junction, CO 81501

or drop in and donate by cash, check or credit card.

We are a 501(c)3 Public Charity and donations are tax deductible. No matter where or how you make a donation you will receive a tax deductible donation receipt.



What's in it for me?

By donating to Operation Revamp you have become a hero to veterans and families because you have helped keep programs running, you have maybe saved a life, you have given someone purpose, you have helped feed someone who was hungry, you have sheltered someone who was cold, you have provided art opportunities to someone struggling emotionally, you have provided coffee for a stranger, you have eased someones pain, you have boosted someones confidence, you have put a smile on someones face, you have strengthened a family, you have comforted a grieving widower, you have offered hope to many, you have made the community a better place, and ... well... I would say this makes you a very important person and you should feel very good about yourself and what you have done!

Donate Now

Office: (970) 462-3126, , Address: 307 S 1th St, Grand Junction Colorado 81501

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GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY
November 7, 2018

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

Meeting Adjourned: 6:12 p.m.

City Councilmembers present: Councilmembers Duncan McArthur, Phyllis Norris, Duke Wortmann, and Mayor Pro Tem Bennett Boeschstein.

Staff present: City Manager Greg Caton, City Attorney John Shaver, Finance Director Jodi Romero, Assistant to the City Manager Greg LeBlanc, Visit Grand Junction Director Elizabeth Fogarty, and City Clerk Wanda Winkelmann.

Mayor Pro Tem Boeschstein called the meeting to order.

Agenda Topic 1. Discussion Topics

a. Budget Overview for the Downtown Development Authority, Downtown Grand Junction Business Improvement District (BID), Horizon Drive Business Improvement District (BID)

Vara Kusal, Director of the Horizon Drive BID, noted that the District achieved the following goals for 2018 regarding:

1. Safety – Horizon Drive Crosswalks, I-70 Center Median Barrier.
2. Public Safety Grants – Mesa Inn, Travelodge, Insight Financial Services, and Neighborhood Watch.
3. Phase 3 Curb Buffer Zone Landscaping, Horizon Drive Master Trail Plan, Connectivity – Shuttle Bus to Downtown and Country Jam, Art on Horizon, Drainage-way Clean-up, Christmas on Horizon Drive (lights in the roundabouts).

The Horizon Drive BID 2019 budget was reviewed, and discussion ensued about the Horizon Drive Trail project.

Council expressed gratitude for Ms. Kusal's work.

Brandon Stam, Director of the DDA and Downtown Grand Junction BID, reviewed the following projects/activities: housing, using the building for a resource for the community, Plan of Development (POD) update, and the connectivity of community districts. The DDA was

awarded the designation of a Creative District, which will allow for the application of grants and highlights the downtown. Mr. Stam noted the expectation for special events has risen, which may require sponsorship dollars. A summer concert series is being considered in conjunction with the Farmer's Market (since the streets will be closed). The DDA and Downtown Grand Junction BID are joined together under a partnership model that has added efficiencies to both operations.

Discussion ensued about: a dockless bike share program and a new restaurant opening; representatives from the Creative District traveled to Denver; Marketing efforts for the museum; the downtown is award-winning and a source of pride for the community; the parklet at Las Colonias.

Council thanked Mr. Stam for his work with the DDA and BID.

Mr. Caton noted that tonight's discussion wrapped up the budget workshops and a public hearing will be held on Wednesday and again on December 5.

Agenda Topic 2. Next Workshop Topics

Growth and Development/Transportation will be the next workshop topic to be held on December 3.

3. Other Business

Council expressed support for sending a letter to Senators Bennett and Gardner about the Land and Water Conservation Grant.

Council requested a future discussion with Mesa County about the building inspection program.

Adjournment

The Workshop adjourned at 6:12 p.m.

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

November 7, 2018

The City Council of the City of Grand Junction convened into regular session on the 7th day of November 2018 at 6:00 p.m. Those present were Councilmembers Chris Kennedy, Phyllis Norris, Rick Taggart, Duke Wortmann and Council President Pro Tem Bennett Boeschstein. Councilmember Duncan McArthur and Council President Barbara Traylor Smith were absent. Also present were City Manager Greg Caton, City Attorney John Shaver, City Clerk Wanda Winkelmann and Deputy City Clerk Janet Harrell.

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.

Proclaiming November 5 - 9, 2018 as "Law Enforcement Records Personnel Week" in the City of Grand Junction

Councilmember Norris read the proclamation. Police Chief Doug Shoemaker and members of the Grand Junction Police Department Records Division accepted the proclamation.

Proclaiming November 11, 2018 as "A Salute to All Veterans" in the City of Grand Junction

Councilmember Norris read the proclamation. Lieutenant Colonel Rick Peterson, United States Air Force (Retired) and President of the Veterans Committee of the Western Slope, accepted the proclamation.

Proclaiming November 24, 2018 as "Small Business Saturday" in the City of Grand Junction

Councilmember Taggart read the proclamation. Downtown Development Authority Executive Director Brandon Stam accepted the proclamation.

Proclaiming November 2018 as "Grand Junction Homeless and Runaway Youth Awareness Month" in the City of Grand Junction

Councilmember Wortmann read the proclamation. John Mok-Lamme, Executive Director of Karis, Inc., accepted the proclamation.

Proclaiming November 2018 as "Hospice and Palliative Care Month" in the City of Grand Junction

Councilmember Kennedy read the proclamation. Christy Whitney Borchard, Founder and CEO of HopeWest of the Grand Valley, accepted the proclamation.

Proclaiming December 4, 2018 as "Grand Valley Gives Day" in the City of Grand Junction

Councilmember Wortmann read the proclamation. Chris Mueller, Grand Valley Gives representative, accepted the proclamation.

Appointments

To the Forestry Board

Councilmember Kennedy moved to reappoint members Susan Carter, Mollie Higginbotham and Vince Urbina for three-year terms ending November 2021, appoint Paul Morency as 1st Alternate for a three-year term ending November 2021 and appoint Tom Ziola as 2nd Alternate for a partial term ending November 2019, all to the Forestry Board. Councilmember Norris seconded the motion. Motion carried unanimously by voice vote.

To the Grand Junction Housing Authority

Councilmember Norris moved to reappoint Tami Beard to the Grand Junction Housing Authority for a five-year term ending October 2023. Councilmember Wortmann seconded the motion. Motion carried unanimously by voice vote.

Certificates of Appointment

To One Riverfront

JoAnna Woodruff and David Varner accepted their Certificates of Appointment to One Riverfront.

Presentations

November Election: Lodging Tax Ballot Question Result

At the July 18, 2018 Regular City Council meeting, a resolution was adopted to place a question on the November ballot that would increase the lodging tax from 3% to 6%. City Clerk Wanda Winkelmann reviewed the results of Lodging Tax Ballot Question 2A which passed.

Citizens Comments

Ed Kowalski addressed some public safety concerns.

Michael Schonlau spoke about a driving under the influence case.

City Manager Report

City Manager Caton encouraged citizens to learn how government entities differ and noted many City Directors are members and leaders in organizations related to their specialties.

Council Reports

Councilmember Kennedy thanked those who voted, congratulated Senator Ray Scott and encouraged citizens to move forward with the outcomes of the election.

Councilmember Norris attended the 10th Circuit Court of Appeals oral arguments, a Downtown Grand Junction Development Authority meeting regarding updates to their Strategic Plan and the Joint Persigo Budget Workshop.

Councilmember Taggart spoke about Powderhorn Mountain Resort's new equity and operating partners, went to a Grand Junction Regional Airport Authority meeting and the Joint Persigo Budget Workshop.

Councilmember Wortmann thanked the County for seeking answers to their Persigo Budget questions and mentioned a family member had recently passed away.

Council President Pro Tem Boeschenstein said Council sent a letter of support for the Land and Water Conservation Authorization and Funding Act to Senators Michael Bennet and Corey Gardner and then thanked Utilities Director Randi Kim and her staff for the Persigo workshop presentation.

Consent Agenda

Councilmember Taggart moved to adopt Consent Agenda items #1 - #5.

Councilmember Wortmann seconded the motion. Motion carried by roll call vote.

1. Approval of Minutes

- a. Minutes of the October 15, 2018 Executive Session
- b. Summary of the October 15, 2018 Workshop
- c. Minutes of the October 17, 2018 Regular Meeting

2. Set Public Hearings

- a. Quasi-judicial
 - i. Introduce an Ordinance Zoning the Frog Pond Annexation to Planned Development (PD) with R-5 (Residential, 5 du/ac) and CSR (Community Services and Recreation) Default Zone Districts, Located at 2501 Monument Road, and Set a Public Hearing for December 5, 2018

3. Continue Public Hearings

- a. Legislative
 - i. An Ordinance Describing the Functions of the Municipal Court and Continue a Public Hearing for December 5, 2018

4. Resolutions

- a. New Outdoor Dining Lease for Candy Time Shoppe, Inc., Located at 510 Main Street
- b. New Outdoor Dining Lease for Board Fox Games, Inc., Located at 623 Main Street
- c. New Outdoor Dining Lease for Feisty Pint, Inc., Located at 359 Colorado Avenue

5. Other Action Items

- a. Downtown Holiday Parking Revenue Donation Request

An Ordinance Appropriating Certain Sums of Money to Defray the Necessary Expenses and Liabilities of the City of Grand Junction, Colorado and the Downtown Development Authority for the Year Beginning January 1, 2019 and Ending December 31, 2019

The budget represents the allocation of resources to achieve the goals identified in the City of Grand Junction's Strategic Plan. The budget is developed over the course of several months and includes the projection of revenues as well as planned expenses. The 2019 recommended budget has been discussed with City Council during three budget workshops.

City Manager Caton reviewed the City's 2019 proposed budget.

Councilmember Norris is pleased to see the wage increase in the budget and noted in 2008 City wages were decreased.

Councilmember Kennedy said budgets take a lot of time and commended City Manager Caton and staff for their work.

Mayor Pro Tem Boeschstein highlighted the partnerships with Colorado Mesa University, the Horizon Drive Business Association, the Business Incubator and the Economic Development projects in the budget and thanked staff for their work.

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

Dennis Kiefer thanked the City for their partnership with the Teen Court program.

Richard Swingle compared the Council additions with the Strategic Plan.

The public hearing closed at 7:49 p.m.

Councilmember Wortmann moved to approve the proposed ordinance together with the documentation of the proposed revenue and expenses prepared in support of the budget and ordinance, all as if fully set forth, appropriating certain sums of money to defray the necessary expenses and liabilities of the City of Grand Junction, Colorado, including and pursuant to Article VII, Paragraph 57 of the City Charter, and to defray the necessary expenses and liabilities of the Downtown Development Authority for the year beginning January 1, 2019 and ending December 31, 2019 on first reading, set a public hearing for December 5, 2018 and ordered publication in pamphlet form.

Councilmember Taggart seconded the motion. Motion carried by roll call vote.

Non-Scheduled Citizens & Visitors

There were none.

Other Business

There was none.

Adjournment

The meeting adjourned at 7:51 p.m.

Wanda Winkelmann, MMC
City Clerk



Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: December 5, 2018

Presented By: John Shaver, City Attorney, Darrell Bay

Department: City Attorney

Submitted By: Jamie B. Beard

Information

SUBJECT:

Introduce an Ordinance to Adopt the 2018 International Building Codes including the Building, Plumbing, Mechanical, Fuel Gas, Existing Building, Residential, the 2009 Energy Conservation, and the National Electrical Code and Amendments thereto, repealing all other ordinances and parts of ordinances in conflict therewith, and set a Public Hearing for January 16, 2019

RECOMMENDATION:

Introduce an Ordinance to Adopt the 2018 International Building Codes including the Building, Plumbing, Mechanical, Fuel Gas, Existing Building, Residential, along with the 2009 Energy Conservation Code, and the National Electrical Code and Amendments thereto, repealing all other ordinances and parts of ordinances in conflict therewith, and set a Public Hearing for January 16, 2019.

EXECUTIVE SUMMARY:

The proposed Ordinance will adopt the 2018 International Code editions for the Building, Residential, Plumbing, Mechanical, Fuel Gas, and Existing Building, plus the 2009 edition of the International Energy Conservation Code, and the National Electric Code as adopted by the State of Colorado. These codes regulate building construction. Mesa County has adopted the same code set. (Summary of changes to be provided with second reading)

BACKGROUND OR DETAILED INFORMATION:

This request is for updating all the building and construction codes in place within the City of Grand Junction, eight (8) codes in all. The Existing Building Code is a new code

being adopted while the 2018 edition of the Property Maintenance Code (PMC) is not being adopted. The Existing Building Code covers matters previously included in the International Building Code. Amendments have been made to the proposed adopted codes to include those sections relied upon for enforcement purposes under the Property Maintenance Code (PMC) so its adoption would be superfluous.

All but one of the building codes currently adopted are the 2012 editions (the Energy Conservation Code is the 2009 edition and will remain). The proposed ordinance will provide for adoption of the most current editions available, which is necessary to keep in pace with more modern construction methods, materials, and techniques.

The codes under consideration are the 2018 Code Editions of the International Building, Residential, Plumbing, Mechanical, Fuel Gas, and Existing Building Code and 2009 Edition of the International Energy Conservation Code, plus the National Electrical Code as adopted by the State of Colorado. Mesa County has adopted the same codes. Pursuant to Colorado law, C.R.S. 31-16-203, notice of the hearing shall be published twice in the newspaper, once at least 15 days preceding the hearing and once at least eight days preceding. The notice shall also state that copies of the proposed codes are on file with the City Clerk and are open for public inspection.

The City contracts with Mesa County to administer the building codes including licensing, permitting, and inspection.

FISCAL IMPACT:

Nominal costs for printed materials.

SUGGESTED MOTION:

I move to introduce an Ordinance to adopt and amend the 2018 International Building Codes including the building, plumbing, mechanical, fuel gas, existing building, residential, along with the 2009 Energy Conservation Code, and the National Electrical Code and amendments thereto, repealing all other ordinances and parts of ordinances in conflict therewith, and set a public hearing for January 16, 2019 with notice to be provided by the City Clerk according to law.

Attachments

1. Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AND AMENDING THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL PLUMBING CODE, THE INTERNATIONAL MECHANICAL CODE, THE INTERNATIONAL FUEL GAS CODE, THE INTERNATIONAL PROPERTY MAINTENANCE CODE, THE INTERNATIONAL RESIDENTIAL CODE, THE NATIONAL ELECTRIC CODE, AND THE 2009 INTERNATIONAL ENERGY CONSERVATION CODE TO BE APPLIED THROUGHOUT THE CITY OF GRAND JUNCTION WITH CERTAIN AMENDMENTS REGULATING THE ERECTION, CONSTRUCTION, ENLARGEMENT, ALTERATION, REPAIR, MOVING, REMOVAL, DEMOLITION, CONVERSION, OCCUPANCY, EQUIPMENT, USE, HEIGHT, AREA, AND MAINTENANCE OF ALL BUILDINGS OR STRUCTURES IN THE CITY OF GRAND JUNCTION; AND REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH

RECITALS:

Pursuant to the constitutional, statutory and Charter authority of the City Council of the City of Grand Junction to adopt ordinances for the protection of the health safety and general welfare of the population of the City the following ordinance is proposed.

After full hearing and consideration of the ordinance and upon recommendation by the City staff the Council finds that adoption of the ordinance is necessary to preserve the health, safety and general welfare of the people of the City of Grand Junction. The International Codes, which are hereby adopted, are the state of the art. The Codes are mutually adopted by the City and Mesa County, which provides for efficient building and enforcement practices. As well, the International Codes are increasingly common in many communities, which further increase the benefits of standardization. This ordinance and the codes which it adopts regulate the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area and maintenance of all buildings or structures in the City of Grand Junction.

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

Title 15 of the Municipal Code of Ordinances of the City of Grand Junction is hereby amended as follows:

15.12.010 Adoption of International Building Code and Standards.

(a) The International Building Code, 2018 Edition, promulgated by the International Code Council, Inc., together with amendments set forth below (hereafter "IBC" or "International Building Code") is hereby adopted to provide minimum standards to safeguard life and limb, health, property and the public welfare by regulating and controlling various matters including, but not limited to, the design, construction, quality

of materials, use and occupancy, location and maintenance of all buildings, and structures within the jurisdiction.

(b) The following chapters of the Appendix of the International Building Code, 2018 Edition, are adopted:

- (1) Chapter C, Group U – Agricultural Buildings;
- (2) Chapter I, Patio Covers.

No other chapters of the Appendix are adopted.

15.12.020 Amendments to International Building Code.

The building code adopted in GJMC [15.12.010](#) is hereby amended as follows:

- (a) Section 101: **101.4.4 Property maintenance** is deleted in its entirety.
- (b) Section 103: **103.3 Deputies** last sentence is deleted.
- (c) Section 105: **105.2 Work exempt from permit** is amended by the addition of the word “Platforms” to Item 6 and the addition of Item 14 to read: “Plastic covered crop production shelters where access to public is prohibited.”
- (d) Section 109: **109.2 Schedule of permit fees** is amended by adding the following language: “Permit fees shall be determined by City Council and set forth in a Resolution.”
- (e) Section 109: **109.6 Refunds** is amended by adding the following language:

Building permit fees may be refunded at the rate of 85% of the building permit fee provided the project for which the permit was issued has not commenced and/or inspections have not been conducted. No refunds will be made after work has commenced or after 180 days of issuance.
- (f) Section 109: **109.7 Fees for agriculture buildings** is added to read as follows:

No fees shall be required for a building permit obtained for Agricultural Buildings defined as “buildings or structures used for the sole purpose of providing shelter for agricultural implements, farm products, livestock or poultry, that is not a place of employment or open to the public.” This agricultural building fee exemption does not include fees for electrical, mechanical, and plumbing permits for said structures.
- (g) Section 110: **110.7 Inspections for agricultural buildings** is added to read as follows:

No inspection shall be required for a building permit obtained for agricultural buildings as defined above. This exemption is not an exception of the minimum building standards set forth in the International Building Code, or to the other requirements for inspections for electrical, mechanical, and plumbing.

(h) Section 113: **113 Board of appeals** is amended by deletion thereof. The Board of Appeals established in GJMC [15.08.010](#) shall serve as the Board of Appeals.

(i) Section 114: **114.4 Violation penalties** is deleted in its entirety. Refer to GJMC 15.08.050 for violations and penalties.

(j) Section 116: **116.1 Conditions** is amended with the additional paragraph:

The building official may cause the premises to be closed up and secure through any available public agency or contractor arrangement by private persons and the cost thereof shall be charged against the real property upon which the structure is located and shall be a lien upon such property and may be collected by all legal means. The building official may condemn unsafe structures.

(k) Section 305: **305.2.3 Twelve or fewer children in a dwelling unit** is amended by deleting “Five” and inserting “Twelve” where indicated.

(l) Section 308: **308.2.4 Five or fewer persons receiving custodial care** is amended by deleting “provided an automatic sprinkler system is installed in accordance with section 903.3.1.3 or with section P2904 of the International Residential Code.”

(m) Section 310: **310.4.1 Care facilities within a dwelling** is amended by deleting “provided an automatic sprinkler system is installed with accordance with section 903.3.1.3 or with section 2904 of the International Residential Code.”

(n) Section 310: **310.5 Residential Group R-4** is amended by adding to the last sentence of the last paragraph “or shall comply with the International Residential Code.”

(o) Section 602: **Table 602 Fire-Resistance rating requirements exterior walls based on fire separation distance** is amended by the addition of footnote j. to E occupancies.

Footnote j. Group E Day Care occupancies that accommodate 12 or fewer persons shall have fire resistive ratings as required for International Residential Code occupancies.

(p) Section 1004: **Table 1004.5 Maximum floor area allowances per occupant** is amended to change the maximum floor area allowance per occupant of Agricultural Building from “300 gross” to “500 gross.”

(q) Section 3001: **3001.1 Scope** is amended to read as follows:

This chapter governs the design construction, installation, alterations, maintenance and repair of new and existing installations of elevators, dumbwaiters, escalators, and moving walks, requiring permits therefor and providing procedures for the inspection and maintenance of such conveyances.

(r) Section 3001: **3001.2** is deleted in its entirety.

(s) Chapter 30: **Elevators and conveying systems** is amended by the addition of four new sections and subsections to read as follows:

SECTION 3009 PERMITS & CERTIFICATES OF INSPECTION

3009.1 Permits Required. It shall be unlawful to install any new elevator, moving walk, escalator or dumbwaiter or to make alterations to any existing elevator, dumbwaiter, escalator or moving walk, as defined in Part XII of ASME A17.1, without first having obtained a permit for such installations and/or alterations from the building official. Permits shall not be required for maintenance or minor alterations.

3009.2 Certificates of Inspection Required. It shall be unlawful to operate any elevator, dumbwaiter, escalator or moving walk without a current certificate of inspection issued by an approved inspection agency. Such certificates shall be issued upon payment of prescribed fees and a valid inspection report indicating that the conveyance is safe and that the inspection and tests have been performed in accordance with Part X of ASME A17.1. Certificates shall not be issued when the conveyance is posted as unsafe pursuant to Section 3012.

Exception: Certificates of Inspection shall not be required for conveyances within a dwelling unit.

3009.3 Applications for Permits. Applications for a permit to install shall be made on forms provided by the building official, and the permit shall be issued to an owner or the owner's representative, upon payment of the permit fees specified in this section.

3009.4 Applications for Certificates of Inspection. Applications for an inspection and certificates of inspection shall be made to an approved inspection agency by the owner of an elevator, dumbwaiter, escalator or moving walk. Fees for inspections and certificates of inspection shall be determined by the approved inspection agency.

3009.5 Fees. A fee for each permit shall be paid to the building official as determined by City Council and set forth in a Resolution.

SECTION 3010 DESIGN

3010.1 Detailed requirements. For detailed design, construction and installation requirements see Chapter 16 and the appropriate requirements for ASME A17.1.

SECTION 3011 REQUIREMENTS FOR OPERATION AND MAINTENANCE

3011.1 General. The owner shall be responsible for the safe operation and maintenance of each elevator, dumbwaiter, escalator and moving walk installation and

shall cause periodic inspections to be made on such conveyances as required by this section.

3011.2 Periodic Inspection and Tests. Routine and periodic inspections and tests shall be made as required by ASME A17.1.

3011.3 Alterations, Repairs and Maintenance. Alterations, repairs and maintenance shall be made as required by Part XII of ASME A17.1.

3011.4 Inspection Costs. All costs of such inspections shall be paid by the owner.

SECTION 3012 UNSAFE CONDITIONS

3012.1 Unsafe Conditions. When an inspection reveals an unsafe condition of an elevator, escalator, moving walk or dumbwaiter, the inspector shall immediately file with the owner and the building official a full and true report of inspection and unsafe condition. If the building official finds that the unsafe condition endangers human life, the building official shall cause to be placed on such conveyance, in a conspicuous place, a notice stating that such conveyance is unsafe. The owner shall see to it that such notice of unsafe condition is legibly maintained where placed by the building official. The building official shall also issue an order in writing to the owner requiring the repairs or alterations to be made to such conveyance that are necessary to render it safe and may order the operation thereof discontinued until the repairs or alterations are made or the unsafe conditions are removed. A posted notice of unsafe conditions shall be removed by the building official when satisfied that the unsafe conditions have been corrected.

(t) Section 3109: **3109.1 General** is deleted and replaced with the following:

Swimming pools, spas, and hot tub barriers shall comply with section 305 of the International Swimming Pool and Spa Code, 2018 Edition.

15.16.010 Adoption of National Electrical Code.

The National Electrical Code published by the National Fire Protection Association as amended and adopted by the State of Colorado Electrical Board pursuant to Title 12, Article 23, C.R.S., (hereafter "NEC" or "National Electrical Code") is hereby adopted to regulate the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use and maintenance of electrical systems.

15.16.020 Amendments to the National Electrical Code.

The National Electrical Code adopted in GJMC 15.16.010 is amended to include:

Applicants shall pay for each electrical permit at the time of issuance, a fee for electrical permits and inspections as determined by City Council and set forth in a resolution.

15.20.010 Adoption of International Plumbing Code.

(a) The International Plumbing Code, and applicable chapters of the International Residential Code as published by the International Code Council, and as amended and adopted by the State of Colorado Plumbing Board pursuant to Title 12, Article 58 C.R.S. (hereafter “IPC” or “International Plumbing Code”) is hereby adopted to regulate the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use, and maintenance of plumbing systems.

15.20.020 Amendments to International Plumbing Code.

The plumbing code adopted in GJMC [15.20.010](#) is hereby amended as follows:

(a) Section 106: **106.6.2 Fee schedule** is amended by the addition of the following: “A fee for each permit shall be as determined by City Council and set forth in a Resolution.”

(b) Section 106: **106.6.3 Fee refunds** is deleted as written and replaced with the following:

Building permit fees may be refunded at the rate of 85% of the building permit fee provided the project for which the permit was issued has not commenced and/or inspections have not been conducted. No refunds will be made after work has commenced or after 180 days of issuance.

(c) Section 109: **109 Means of appeal** is amended by deleting as written and replacing with the following: “The Colorado State Plumbing Board serves as the Board of Appeals for the International Plumbing Code.”

15.24.010 Adoption of International Mechanical Code.

(a) The International Mechanical Code, 2018 Edition, promulgated by the International Code Council, Inc., together with amendments set forth below (hereafter “IMC” or “International Mechanical Code”) is hereby adopted to regulate the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use and maintenance of mechanical systems within the jurisdiction.

15.24.020 Amendments to International Mechanical Code.

The mechanical code adopted in GJMC [15.24.010](#) is hereby amended as follows:

(a) Section 106: **106.5.2 Fee schedule** is amended by deleting as written and replacing with the following: “Fees shall be as determined by City Council and set forth in a Resolution.”

(b) Section 106: **106.5.3 Fee refunds** is deleted as written and replaced with the following;

Building permit fees may be refunded at the rate of 85% of the building permit fee provided the project for which the permit was issued has not commenced and/or inspections have not been conducted. No refunds will be made after work has commenced or after 180 days of issuance.

(c) Section 108: **108.4 Violation penalties** is deleted as written and replaced with the following:

Any person who violates a provision of this code or fails to comply with any of the requirements thereof shall be subject to penalties as prescribed in GJMC 15.08.050.

(d) Section 109: **109 Means of appeal** is amended by deleting as written and replacing with the following:

The Board of Appeals established in GJMC [15.08.010](#) shall serve as the Board of Appeals.

15.28.010 Adoption of International Fuel Gas Code.

(a) The International Fuel Gas Code, 2018 Edition, as promulgated by the International Code Council, Inc., together with amendments set forth below (hereafter "IFGC" or "International Fuel Gas Code") is hereby adopted to regulate the design, construction, quality of materials, erection, installation, alteration, repair, location relocation replacement, addition to, use and maintenance of fuel gas systems.

(b) The following chapters of the Appendix of the International Fuel Gas Code, 2018 Edition, are adopted:

- (1) Chapter A, Sizing and Capacities of Gas Piping;
- (2) Chapter B, Sizing of Vent Systems;
- (3) Chapter C, Exit Terminals of Mechanical Draft and Direct-Venting Systems.

No other chapters of the Appendix are adopted.

15.28.020 Amendments to International Fuel Gas Code.

The fuel gas code adopted in GJMC [15.28.010](#) is hereby amended as follows:

(a) Section 106: **106.6.2 Fee schedule** is amended by the deleting as written section and replacing with the following: "A fee for each permit shall be as determined by City Council and set forth in a Resolution."

(b) Section 106: **106.6.3 Fee refunds** is deleted as written and replaced with the following;

Building permit fees may be refunded at the rate of 85% of the building permit fee provided the project for which the permit was issued has not commenced and/or inspections have not been conducted. No refunds will be made after work has commenced or after 180 days of issuance.

(c) Section 108: **108.4 Violations** is deleted as written and replaced with the following:

Any person who violates a provision of this code or fails to comply with any of the requirements thereof shall be subject to penalties as prescribed in GJMC 15.08.050.

(d) Section 109: **109 Means of appeal** is amended by deletion thereof and replaced with the following: "The Board of Appeals established in GJMC 15.08.010 shall serve as the Board of Appeals."

The Code is amended to include **Chapter 15.30 International Existing Building Code**.

15.30.010 Adoption of International Existing Building Code.

The International Existing Building Code, 2018 Edition, as published by the International Code Council, Inc., together with amendments set forth below (hereafter "IEBC" or "International Existing Building Code") is hereby adopted to regulate the design, construction, quality of materials, erection, installation, alteration, repairs, location, relocation, replacement, addition to, use and maintenance of existing buildings.

15.30.020 Amendments to the International Existing Building Code.

The existing building code adopted in GJMC 15.30.010 is hereby amended as follows:

- (a) Section 108: **108.2 Schedule of permit fees** by deleting as written and replacing with the following: "A fee for each permit shall be as determined by City Council and set forth in a Resolution."
- (b) Section 112: **112 Board of appeals** is amended by deleting as written and replacing with the following: "The Board of Appeals established in GJMC 15.08.010 shall serve as the Board of Appeals."
- (c) Section 113: **113.4 Violations** is amended by deleting as written and replacing with the following: "Any person who violates a provision of this code or fails to comply with any of the requirements thereof shall be subject to penalties as prescribed in GJMC 15.08.050."
- (d) Section 115: **115 Unsafe buildings and equipment** is amended by deleting as written and replacing with: "As amended in section 116 of the 2018 International Building Code."

Chapter 15.32 Property Maintenance Code is hereby repealed.

15.36.010 Adoption of International Residential Code.

(a) The International Residential Code, 2018 Edition, promulgated by the International Code Council, Inc., together with amendments set forth below (hereafter “IRC” or “International Residential Code”) is hereby adopted for regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use and maintenance of one- and two-family dwellings and townhouses not more than three stories in height within the jurisdiction.

(b) The following chapters of the Appendix of the International Residential Code, 2018 Edition, are adopted:

- (1) Appendix A, Sizing and Capacities of Gas Piping;
- (2) Appendix B, Sizing of Vent Systems Serving Appliances Equipped With Draft Hoods, Category 1 Appliances, and Appliances Listed For Use With Type B Vents;
- (3) Appendix C, Exit Terminals of Mechanical Draft and Direct-Vent Venting Systems;
- (4) Appendix D, Recommended Procedures for Safety Inspections of Existing Appliance Installations;
- (5) Appendix H, Patio Covers;
- (6) Appendix J, Existing Buildings and Structures
- (7) Appendix Q, Tiny Homes;

No other chapters of the Appendix are adopted.

15.36.020 Amendments to International Residential Code.

The residential code adopted in GJMC [15.36.010](#) is hereby amended as follows:

(a) Section R101: **R101.2 Scope** is amended by moving “Owner-occupied lodging houses with five or fewer guestrooms” from exception to scope. In addition, the following is added:

Child Care Facilities as permitted under Title 12, Article 2509-8 C.C.R. but not to exceed 12 Children.

(b) Section R102: **R102.7 Existing Structures** is amended by deleting “International Property Maintenance Code.”

(c) Section R105: **R105.2 Work exempt from permit**,

(1) Building Item 1 is amended to read: "One-story detached accessory structures, provided that the floor area does not exceed 200 square feet and is not designed or used as a garage."

(2) Building Item 5 is amended to read: "Sidewalks, driveways and platforms not more than 30 inches above adjacent grade and not over any basement or story below."

(3) Building Item 10 is amended to read as follows: "Decks that are not more than 30 inches above grade at any point."

(d) Section R105: **R105.2 Work exempt from permit** is amended by addition of the following new subsections:

(1) Building Item 11. Re-siding of buildings regulated by this code.

(2) Building Item 12. Re-roofing of buildings regulated by this code that do not exceed the limits of Sections R908.3.1 and 908.3.1.1.

(3) Building Item 13. Plastic covered crop production shelters where access to the public is prohibited.

(e) Section R105: **R105.3.1.1 Buildings in flood hazard areas** is deleted in its entirety.

(f) Section R106: **R106.3.1 Construction documents** is amended by deleting the second sentence of the first paragraph.

(g) Section R106: **R106.5 Retention of construction documents** is deleted in its entirety.

(h) Section R108: **R108.2 Schedule of permit fees** is deleted and replaced with the following: "Fees shall be as determined by City Council and set forth in a Resolution."

(i) Section R112: **R112 Board of Appeals** is deleted as written and replaced with the following: "The Board of Appeals established in GJMC [15.08.010](#) shall serve as the Board of Appeals."

(j) Section R113: **R113.4 Violation penalties** is amended by deleting as written and replacing with the following: "Any person who violates a provision of this code or fails to comply with any of the requirements thereof shall be subject to penalties as prescribed in GJMC 15.08.050."

(k) Section R116: **R116 Unsafe structures and equipment** is added to read: "Section 116 of the 2018 International Building Code as amended is applicable to those structures and equipment covered in the IRC."

(l) Table R302.1: **Table R302.1(1) Exterior Walls**, is amended by changing the following:

Walls (not fire resistance rated) Minimum Fire Separation Distance = 3 feet

Projections (not fire resistance rated) Minimum Fire Separation Distance = 2 feet

Openings (unlimited) Minimum Fire Separation Distance = 3 feet

Openings (deleted 25%) Maximum Wall Area/0 Hours/3 feet

Penetrations (all) Minimum Fire Separation Distance < 3 feet, compliance with Section R302.4 and at 3 feet or greater, no requirements.

(m) Section R302: **R302.2 Townhouses** is amended to include the following:

For the purpose of this section, “townhouse” shall include two (2) or more attached units as defined in Section R202.

(n) Section R303: **R303.1 Habitable rooms**, Exception 3 is deleted as written and replaced with the following: “Use of sunroom additions and patio covers, as defined in Section R202, shall be permitted for natural ventilation provided the space has adequate openings to the outside.”

(o) Section R309: **R309.1 Garages and carports** is amended by deletion of the second paragraph.

(p) Section R309: **R309.5 Fire sprinklers** is deleted in its entirety.

(q) Section R310: **R310.1 Emergency escape and rescue openings required** first sentence is amended to read: “Basements, floors above grade plane, habitable attics, and every sleeping room shall have not less than one operable emergency escape and rescue opening.”

(r) Section R313: **R313.1 Townhouse automatic fire sprinkler system** and **R313.2 On- and two-family dwellings automatic fire sprinkler systems** is amended by the deletion of “shall be installed” and replaced with “may be installed.”

(s) Section R315: **R315.2.2 Alterations, repairs, and additions** exception 2 is amended to read: “Installation, alteration, or repair of non-fuel fired plumbing or mechanical systems.”

(t) Section R326: **R326.1 Swimming pools, spas and hot tubs** is deleted in its entirety.

(u) Section R328: **Section R328 Wildfire Hazard Areas** is added to read:

1. **R328.1 Wildfire Hazards defined.** Areas that have a wildfire hazard rating of medium or above (as shown on the Mesa County Wildfire Hazard Map).

2. **R328.2 Roof Covering.** Roof coverings for new buildings or structures or additions thereto or roof covering utilized for re-roofing, shall be Class A or B, tested in accordance with ASME E108 or UL790 or an approved noncombustible roof covering. For roof coverings where the profile allows a space between the roof covering and roof decking, the space at the eave ends shall be fire stopped to preclude entry of flames or embers or have one layer of 72-pound (32.4 kg) mineral-

surfaced, non-perforated cap sheet complying with ASTM D3909 installed over the combustible decking.

3. **R328.3 Roof Valleys.** Roof valleys where provided, valley flashings shall be not less than 0.019-inch (0.44 mm) (No. 26 galvanized sheet gage) corrosion-resistant metal installed over a minimum 36-inch-wide (914 mm) underlayment consisting of one layer of 72-pound (32.4 kg) mineral-surfaced, non-perforated cap sheet complying with ASTM D3909 running the full length of the valley.

4. **R328.4 Attic.** Ventilation openings are not permitted within ten feet of finished grade.

5. **R328.5** Reserved.

6. **R328.6 Moved Buildings.** Any building or structure moved within or into any Wildfire Hazard Area shall be made to comply with all the requirements for new buildings in the Wildfire Area.

7. **R328.7 Replacement or repairs to buildings or structures** in existence prior to the adoption of this code that are replaced or have 25 percent or more replaced in a 12-month period shall meet the requirements of this section for new construction.

(v) Chapter 11: **Chapter 11 Energy efficiency** is deleted in its entirety and replaced with the following:

See 2009 International Energy Conservation Code as adopted for energy code requirements.

15.40.010 Adoption of International Energy Conservation Code.

The International Energy Conservation Code, 2009 Edition, promulgated by the International Code Council, Inc., (hereafter "IECC" or "International Energy Conservation Code") is hereby adopted as the code for the City of Grand Junction regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use and maintenance of the building envelope, mechanical, lighting and power systems in the City of Grand Junction.

15.40.020 Amendments to International Energy Conservation Code.

The energy conservation code adopted in GJMC [15.40.010](#) is hereby amended as follows:

(a) Section 107: **107.2 Schedule of permit fees** is deleted and replaced with the following: "Fees shall be as determined by City Council and set forth in a Resolution."

(b) Section 108: **108 Stop work order** is deleted in its entirety.

(c) Section 109: **109 Board of appeals** is deleted and replaced with: "The Board of Appeals established in GJMC 15.08.010 shall serve as the Board of Appeals."

(d) Section 402: **402.5 Maximum fenestration U-factor and SHGC** is deleted in its entirety.

(e) Section 403: **403.2.2 Sealing verification by 1 or 2** is deleted in its entirety.

(f) Section 403: **403.6 Equipment sizing** is amended to read: "IRC regulated structures that exceed 4,500 square feet of conditioned space or space to be conditioned requires an engineered design."

(g) Section 404: **404.1 Electrical power and lighting systems** is deleted in its entirety.

Miscellaneous provision:

All sections of the referenced Codes not specifically amended by this Ordinance are adopted as published.

The remaining chapters in Title 15 not specifically set forth herein or in conflict herewith shall remain in full force and effect. All other resolutions and/or ordinances in conflict herewith are hereby repealed except as otherwise provided herein.

PUBLIC HEARING:

A public hearing on the adoption by reference thereto of the International Building Code, the International Plumbing Code, the International Mechanical Code, the International Fuel Gas Code, the International Existing Building Code, the International Residential Code, the National Electrical Code and the International Energy Conservation Code, with certain amendments is scheduled in the City Council Chambers at 250 N. 5th Street, Grand Junction Colorado on January 16, 2019 at 6:00 P.M. and the City Clerk is hereby directed to publish Notice of said public hearing in the manner and style and pursuant to the schedule of such publication prescribed in C.R.S. 31-16-201 *et. seq.*

At least one copy of the Codes, as described herein together with certain amendments thereto all certified to be true copies, shall be on file in the office of the City Clerk of the City of Grand Junction, Colorado. At least one copy of each Code including the appendices thereto, together with certain amendments, all certified to be true and correct, shall be on file as aforesaid in the office of the City Clerk at least fifteen (15) days preceding said hearing and may be inspected by any interested person between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday, holidays excepted.

Introduced the ___ day of _____, 2018.

Passed on second reading the _____ day of _____, 2019.

President of the Council

Attest:

City Clerk



Grand Junction City Council

Regular Session

Item #2.a.ii.

Meeting Date: December 5, 2018

Presented By: Steve Kollar

Department: Fire

Submitted By: Jamie B. Beard

Information

SUBJECT:

Introduce an Ordinance Adopting the 2018 International Fire Code and Amendments thereto, repealing all other ordinances and parts of ordinances in conflict therewith, and set a Public Hearing for January 16, 2019

RECOMMENDATION:

Introduce an Ordinance to Adopt the 2018 International Fire Code and Amendments thereto, repealing all other ordinances and parts of ordinances in conflict therewith, and set a Public Hearing for January 16, 2019.

EXECUTIVE SUMMARY:

The 2018 edition of the International Fire Code ("IFC 2018") is the updated version of the 2012 edition of the International Fire Code which is presently part of the Grand Junction Municipal Code found in Chapter 15.44. The IFC 2018 is part of the 2018 International Code set currently being considered for adoption by the City.

BACKGROUND OR DETAILED INFORMATION:

Prior to the year 2000, there were three major codes used in the United States - the BOCA, Southern, and Uniform codes. In 1999 the three code organizations merged to form one family of codes, which are known as the International Codes, to be used throughout the country. City Council adopted the 2000 edition of the International Codes in December 2000; the 2006 edition was adopted by City Council replacing the 2000 edition in January 2007; the 2012 edition was adopted by City Council in February 2012 replacing the 2006 Edition; and that 2012 edition has been revised and updated by the International Code Council with the proposed 2018 edition.

The IFC 2018 was published in 2017 and has been reviewed by staff. The IFC 2018 has made changes for clarification and has been reorganized for ease of use. There are additions and changes recommended by staff to the IFC 2018.

Please refer to the attached "Highlights and Amendments of interest".

FISCAL IMPACT:

Nominal costs for printed materials.

SUGGESTED MOTION:

I move to introduce an ordinance adopting the 2018 Edition of the International Fire Code prescribing regulations governing conditions hazardous to life and property from fire or explosion; amending certain provisions in the adopted Code; amending Chapter 15.44 of the Municipal Code and amending all ordinances in conflict or inconsistent herewith, and set a public hearing for January 16, 2019.

Attachments

1. Highlights and Amendments of Interest
2. Proposed Ordinance for Adoption of the International Fire Code

HIGHLIGHTS AND AMENDMENTS OF INTEREST

Outdoor Burning Regulations. Section 307 governs open burning, recreational fires, fire pits, portable outdoor fireplaces (chimineas, burn bowls, etc.) and permanent fire pits and fireplace. The proposed regulations mirror those that became effective via City Ordinance No. 4733 in February of 2017. The ordinance and some minor verbiage have been re-organized and/or modified slightly to reflect lessons learned and its more efficient inclusion in the new fire code. A cost recovery fee has been added to address out-of-control fires. Delivery of the regulations will be supplemented with a robust educational focus.

Chapter 11 (Construction Requirements for Existing Buildings). Chapter 11 consists of retroactive construction requirements related to emergency responder radio coverage, fire alarm systems, fire sprinkler systems, single station smoke alarms, carbon monoxide alarms, etc. (not all-inclusive). A focus on fire protection systems has been established and some portions of this chapter have been deleted in their entirety as many are regulated by other entities (i.e. elevators, means of egress construction, vertical openings, institutional occupancies). Fire Departments across Colorado have addressed this chapter in a myriad of ways from keeping it, deleting it or modifying it to reflect local needs. It is intended to bring certain construction elements of existing buildings into compliance with contemporary codes. It differs from most retroactive code applications in that it does not require construction work to be completed prior to its implementation. The local amendments proposed here in Grand Junction honor the previously adopted building and fire codes utilized while respecting the retroactive intent of Chapter 11 by establishing thresholds regulating when the fire code official is authorized to implement its provisions. Those thresholds have been established when a building undergoes the equivalent of a Level -3 Alteration in the form of a remodel or addition (i.e. 50% overall building area) as described in the International Existing Buildings Code (2018 Edition) and is identified at the time of plan review. "Changes of Use" classifications immediately initiate the use of Chapter 11. Some exceptions apply relating to Emergency Responder Radio Coverage, Smoke Alarms, and Carbon Monoxide Alarms. In cases where a distinct hazard has been identified, the fire department is authorized to require their installation regardless if any new construction takes place.

Fire Department Access. Chapter 5 and Appendix D addresses matters related to fire department apparatus roads (i.e. fire lanes). Amendments have been proposed to better facilitate a balance of fire department needs with urban planning principles. Most of the regulations pertaining to street width and no parking signage have existed for many code cycles and are used modestly in alternative streets designs. Minor modifications have been proposed as they relate to fire apparatus turnaround dimensions allowing for smaller sizes. There are new amendments proposed that recognize the use of fire sprinkler systems in structures thereby providing exceptions and/or development flexibility when it comes to code required fire apparatus turnaround locations and aerial apparatus road widths.

Mobile Food Preparation Vehicles (Food Trucks). Section 319 introduces new requirements for food trucks and trailers which contain cooking equipment that

produce smoke or grease-laden vapors (fryers, grills, etc.). An operational permit is required (Section 105.6.30). The most impactful change will be requirements related to the installation of exhaust hoods, fire extinguishing suppression systems, cooking oil storage and cooking appliance fuel systems (CNG, LP-Gas). Food trucks and/or trailers have not historically been regulated from a fire code standpoint in the jurisdiction. These regulations do not pertain to all food trucks and/or trailers. Adoption of this section is proposed to go into effect July 1, 2020 in order to educate those affected and to set up the program.

Tents, Temporary Special Event Structures and Other Membrane Structures.

The operational use and construction permit threshold to use or construct a tent, temporary special event structure or other membrane structures has been increased via amendment from 400 square feet to 2400 square feet. Tents involving high occupant loads or concerning materials such as circuses, theaters, special amusement structures and the sale of retail fireworks remain at the 400 square foot threshold. Emergency egress and fire safety provisions contained in the fire code apply to all tents and membrane structures regardless of size and remains the responsibility of the owner and/or event coordinator.

New Chapters. The national ICC code committees have added several new chapters this cycle. The Chapters have either been created, added new information or consolidated previous information into single chapters. These new chapters include, but may not be limited to Higher Education Laboratories, Processing and Extraction (Plant Oils) Facilities, and Energy Systems.

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE 2018 EDITION OF THE INTERNATIONAL FIRE CODE PRESCRIBING REGULATIONS GOVERNING CONDITIONS HAZARDOUS TO LIFE AND PROPERTY FROM FIRE OR EXPLOSION; AMENDING CERTAIN PROVISIONS IN THE ADOPTED CODE; AMENDING CHAPTER 15.44 OF THE MUNICIPAL CODE AND AMENDING ALL ORDINANCES IN CONFLICT OR INCONSISTENT HEREWITH

RECITALS:

Pursuant to the constitutional, statutory and Charter authority of the City Council of the City of Grand Junction to adopt ordinances for the protection of the health safety and general welfare of the population of the City the following ordinance is proposed.

After full hearing and consideration of the ordinance and upon recommendation by the City staff the Council finds that adoption of the ordinance is necessary to preserve the health, safety and general welfare of the people of the City of Grand Junction. The International Fire Code (Code), which is hereby adopted, is state of the art. The Code is common in many communities, which further increase the benefits of standardization.

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

Chapter 15.44 of the Municipal Code of Ordinances of the City of Grand Junction is hereby amended as follows:

15.44.010 Adoption of the International Fire Code.

For the purposes of prescribing regulations governing conditions hazardous to life and property from fire, explosion, and chemical release, the International Fire Code (hereinafter "International Code" or "International Fire Code" or "IFC"), promulgated by the international Code Council, **including Appendices Chapters B, C, D, E, F, G, H, I, and N 2018 Edition**, except such portions as are hereinafter deleted, modified or amended by GJMC 15.44.040 are hereby adopted. Not less than one copy of the international Fire Code is filed in the office of the City Clerk. From the date on which this chapter shall take effect, the provisions of the International Code shall be controlling within the limits of the City of Grand Junction, Colorado.

15.44.020 Establishment and duties of fire prevention.

(a) The International Code shall be enforced by the Division of Fire Prevention in the Fire Department of the City of Grand Junction which has been previously established and which shall be operated under the supervision of the Chief of said Fire Department.

(b) The Fire Marshal in charge of the Division of Fire Prevention in the Fire Department of the City of Grand Junction shall be appointed by the Chief of the Fire Department.

(c) The Chief of the Fire Department may detail such members of the Fire Department as inspectors as he shall from time to time deem necessary. The Chief of the Fire Department shall recommend to the City Manager the employment of technical inspectors as necessary.

15.44.030 Definitions.

(a) Wherever the word “jurisdiction” is used in the International Fire Code, it shall be held to mean the City of Grand Junction, Colorado.

(b) Wherever the term “corporation counsel” is used in the International Fire Code, it shall be held to mean the City Attorney for the City.

(c) Wherever the term “City Manager” is used, it shall mean the City Manager or any employee of the City designated by the City Manager, such as but not limited to the Fire Chief, the Fire Marshal or the Finance Director of the City.

(d) Wherever an officer of the City, such as “City Manager” or “Fire Chief,” is mentioned or designated herein, such officer may delegate, informally or in writing, the duties and responsibilities to a designee who shall have the full power and authority of the named or designated officer.

15.44.040 Amendments to the International Fire Code.

The International Fire Code is amended and changed in the following respects:

Chapter 1 Administration

Section 105.1.7. Add a new Section 105.1.7 to read as follows:

105.1.7 Permit Fees. Permit rates and fees shall be as adopted by City Council by resolution.

105.6 Required operational permits. Delete Section 105.6 including all subsections in its entirety with the exception of 105.6.2 (Amusement Buildings), 105.6.4 (Carnivals and fairs), 105.6.8 (Compressed gases), 105.6.10 (Cryogenic fluids), 105.6.13 (Exhibits and trade shows), 105.6.14 (Explosives), 105.6.16 (Flammable and combustible liquids), 105.6.20 (Hazardous materials), 105.6.22 (High-piled storage), 105.6.27 (LP-gas), 105.6.28 (Magnesium), 105.6.30 (Mobile food preparation vehicles), 105.6.32 (Open Burning), 105.6.35 (Organic coatings), 105.6.36 (Outdoor assembly event), 105.6.38 (plant extraction system), 105.6.39 (Private fire hydrants), 105.6.40 (Pyrotechnic special effects material), 105.6.41 (Pyroxylin plastics), 105.6.45 (Spraying or dipping), 105.6.47 (Temporary membrane structures and tents).

The absence of a required Operational Permit does not absolve any person(s) or processes from adherence to other provisions as stated in this code. The fire code official

is authorized to utilize other City of Grand Junction administrative review processes such as Temporary Use Permits, Special Event Permits, etc. to evaluate IFC compliance.

Section 105.6.30 Mobile food preparation trucks. Add additional sentence that reads:

Section 105.6.30 will become effective July 1, 2020.

Section 105.6.47. Amend Section 105.6.47 to read as follows:

105.6.47 Temporary membrane structures and tents. An operational permit is required to operate an air-supported temporary membrane structure, a temporary special event structures, or a tent having an individual or contiguous area in excess of 2400 square feet.

Exception 1: Tents used exclusively for recreational camping purposes.

Exception 2: Funeral tents and curtains, or extensions attached thereto, when used for funeral services.

Exception 3: Temporary membrane structures, temporary special event structures and tents utilized for the purposes of retail fireworks sales, special amusement buildings or outdoor assembly events such as a circus, carnival, theater, dance hall or other similar use shall require an operational permit when the area exceeds 400 square feet.

Section 105.7.25. Amend Section 105.7.25 to read as follows:

105.7.25 Temporary membrane structures and tents. A construction permit is required to operate an air-supported temporary membrane structure, a temporary stage canopy, or a tent having an individual or contiguous area in excess of 2400 square feet.

Exception 1: Tents used exclusively for recreational camping purposes.

Exception 2: Funeral tents and curtains, or extensions attached thereto, when used for funeral services.

Exception 3: Temporary membrane structures, temporary special event structures and tents utilized for the purposes of retail fireworks sales, special amusement buildings or outdoor assembly events such as a circus, carnival, theater, dance hall or other similar use shall require an operational permit when the area exceeds 400 square feet.

Section 109.1. Amend Section 109.1 to read as follows:

Section 109.1 Board of appeals established. In order to hear and decide appeals of orders, decisions or determinations made by the fire code official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals to be known as the Fire Board of Appeals. The Board of Appeals established in GJMC 15.08.010 shall serve as the Fire Board of Appeals.

**Chapter 2
Definitions**

Section 202 General Definitions. Section 202 Residential Group R-3 Care Facilities within a dwelling shall be amended to read as follows:

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

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

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

The following definitions shall be amended to read as follows and/or adopted to be included as a definition.

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

Fire Pit (Non-portable, wood burning). A depression dug into the ground and/or an enclosure made from stones, masonry, etc. for keeping a fire used for cooking or warmth. Non-portable wood burning fire pits are regulated as recreational fires in accordance with the International Fire Code.

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

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

Open burning. Any manner of burning, typically vegetative material, whether caused, suffered or allowed, not in a device or chamber designed to achieve combustion, where

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

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

Recreational Fire. A wood burning outdoor fire, typically in a homemade enclosure of rocks or bricks or other materials the fire code official deems safe for the purpose. Recreational fires are not portable and burn materials other than rubbish or household waste and the wood being burned is not contained in an incinerator, portable outdoor fireplace, barbeque grill, barbeque pit, or permanent outdoor fire pit or fireplace and has a fuel area of 3 feet (914 mm) or less in diameter and 2 feet (610 mm) or less in height for pleasure, religious, ceremonial, cooking, warmth or similar purpose (i.e. fire pits as defined herein, fire rings or campfires).

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

Vegetative Material. Plant material including: bushes, shrubs and clippings from bushes and shrubs resulting from maintenance of yards or other private or public lands. Nothing larger than one-inch in diameter;

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

Wood waste, including chipped tree stumps, tree limbs, bark, small piles of dried leaves (not to exceed 3 cubic feet) that are well aeriated and does not smolder when burned and

scraps resulting from maintenance or trees. Nothing shall be larger than one-inch in diameter and shall not have been treated with any compound(s) containing chromium, copper, arsenic, pentachlorophenol, creosote, tar or paint.

Chapter 3 General Requirements

Section 304.1.2. Amend Section 304.1.2 to add exception.

Exceptions:

Vegetation located at one- and two-family dwellings and multiple single family dwellings (townhouses).

Section 307. Amend Section 307 to read as follows:

SECTION 307 Outdoor Burning

Section 307.1 General. A person shall not kindle or maintain or authorize to be kindled or maintained any outdoor burning or open burning unless conducted and approved in accordance with Sections 307.1.1 through 307.7.

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

Open burning as allowed or prohibited in Section 307 is not considered a stationary source for purposes of applicability of other air quality regulations.

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

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

Section 307.1.1 Prohibited open burning.

Section 307.1.1.1. Open burning, bonfires, recreational fires, portable outdoor fireplaces, fire pits (non-portable wood burning), and permanent fire pits and fire places shall be prohibited when atmospheric conditions or local circumstances make such fires

hazardous. Burning is not permitted when sustained winds exist or when a red flag warning issued by the National Weather Service.

Exception:

1. Permanent fire pits and fire places or portable outdoor fire places operated with LP-gas containers.
2. Prescribed burning for the purposes of reducing the impact of wildland fire when authorized by the fire code official.

Section 307.1.1.2. The burning of household waste or rubbish is prohibited including, but not limited to:

- (a) Natural or synthetic rubber products, including tire;
- (b) Waste oil and/or used oil filters and waste automotive, machine fluid or lubricant, pesticide, herbicide and/or any other chemical, process fluid or the constituents thereof;
- (c) Insulated wire;
- (d) Plastic, including polyvinyl chloride ("PVC") pipe, tubing, and connectors;
- (e) Tar, asphalt, asphalt shingles, or tar paper;
- (f) Railroad ties;
- (g) Wood, wood waste, or lumber which has been painted, stained or which has been treated with preservatives containing arsenic, chromium, pentachlorophenol, or creosote;
- (h) Batteries;
- (i) Motor vehicle bodies;
- (j) Pathogenic wastes;
- (k) Asbestos or asbestos containing materials.

Section 307.1.1.3. Open burning as a part of any salvage operation is prohibited.

307.1.2 Location of burning. No person shall burn upon the land of another without permission of the owner thereof.

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

307.2 Permit required. A permit shall be obtained from the fire code official in accordance with Section 105.6 prior to kindling a fire for all outdoor burning, opening burning, and ceremonial bonfires when fires are subject to and in accordance with regulatory, process and safety provisions stated in the permit issued by the GJFD or its designee in accordance with the Grand Junction Municipal Code (GJMC) and the most recently adopted version of the International Fire Code as amended. Recreational fires, portable outdoor fireplaces, fire pits (non-portable wood burning), and permanent fire pits

or fireplaces do not require a permit, but must adhere to all requirements listed in the GJMC and most recently adopted version of the IFC.

Application of such approval shall only be presented by and permits issued to the owner of the land on which the fire is to be kindled.

307.2.1 Authorization. Where required by state and local law or regulations, open burning shall only be permitted with prior approval from state or local air and water quality management authority, provided that all conditions specified in the authorization are followed.

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

307.4 Specific Requirements.

307.4.1 Bonfires. A bonfire shall not be conducted within 50 feet (15 240 mm) of a structure, property line, or combustible material (including combustible fences). Conditions which could cause a fire to spread within 50 feet (15 240 mm) surrounding the bonfire shall be eliminated prior to ignition. The total fuel area of a bonfire shall not be greater than 8 feet (2440 mm) in diameter and 4 feet (1220 mm) in height unless approved by the fire code official.

307.4.2 Recreational fires. Recreational fires shall not be conducted within 25 feet (7620 mm) of structure, property line, or combustible material (including combustible fences). Conditions which could cause a fire to spread within 25 feet (7620 mm) of a structure, property line or combustible material (including combustible fence) shall be eliminated prior to ignition. The total fuel area of a recreational fire shall not be greater than 3 feet (914 mm) or less in diameter and 2 feet (610 mm) or less in height.

307.4.3 Portable outdoor fireplaces. Portable outdoor fire places burning gas or wood shall not be used within 15 feet (3048 mm) of structure, property line, or combustible material (including combustible fences). Conditions which could cause a fire to spread within 15 feet (3048 mm) of a structure, property line or combustible material (including combustible fence) shall be eliminated prior to ignition.

307.4.4 Fire Pit, Non-Portable Wood Burning. Fire Pit (non-portable wood burning), shall be regulated as recreational fires and shall not be conducted within 25 feet (7620 mm) of a structure, property line, or combustible material (including combustible fences). Conditions which could cause a fire to spread within 25 feet (7620 mm) of a structure, property line or combustible material (including combustible fence) shall be eliminated

prior to ignition. The total fuel area of a fire pit (non-portable wood burning) shall not be greater than 3 feet (914 mm) or less in diameter and 2 feet (610 mm) or less in height.

307.4.5 Permanent Fire Pit or Fireplace. Permanent fire pit or fireplaces burning gas or wood shall not be operated within 5 feet of a structure, property line, or combustible material (including combustible fences). Conditions which could cause a fire to spread within 5 feet of a structure, property line or combustible material (including combustible fence) shall be eliminated prior to ignition.

307.4.6 General and Agricultural Open Burning.

When burning vegetative materials as defined by this code, a permit is required and the activities shall maintain strict adherence to the permit issued by the Grand Junction Fire Department or their designee in accordance with the Grand Junction Municipal Code and the most recently adopted version of the International Fire Code as amended.

1. Open burning of vegetative material for the purposes of disposal of such material that originated on the property, provided that burning of areas with non-piled vegetative material occurs on a parcel of land 1 acre or greater (or if less than 1 acre the burning is only to maintain irrigation or drainage ditches/laterals) and that the burning by the owner/agent does not exceed ten (10) acres per day, or burning of piled vegetative material does not exceed 250 cubic feet of pile volume per day. In determining acreage, daily burn area and daily burn pile volume, property, areas or piles that are within three hundred feet of each other shall be considered to constitute a single burn if the burning occurs on the same day and on a property under ownership or possessory control of the same person. Burning in excess of these daily limits shall be presumed to constitute a nuisance and be subject to GJMC 8.08.010 (NUISANCE).
2. Burning of vegetative material shall be allowed during a two-month window in the spring and a one-month window in the fall as determined by the Fire Chief and stated on the annual burn permit.
3. Burning of vegetative material shall be conducted at least 50 feet from any structure (including combustible fences), occupied dwelling(s), workplace (s), or any other place(s) where people congregate, which is on property owned by or under possessory control of, another person.
4. Burning of vegetative material shall begin no earlier than one hour after sunrise and shall be extinguished no later than one hour before sunset.
5. Burning shall at all times be attended by a competent person until fully extinguished and the person shall be in immediate possession of a valid burn permit.

6. The attendant to the burning shall have an adequate extinguishing source available for immediate use sufficient for the type and size of the fire as determined in the sole discretion of the fire code official or his designee.
7. The owner or agent shall notify the Grand Junction Fire Department or its designee prior to burning by obtaining a valid open burn permit for the time period in which the burning is taking place.
8. The burning of vegetative material in excess of 1-inch in diameter is prohibited.
9. The burning of tree stumps, grass clippings and leaves (volume of leaves must not exceed 3 cubic feet) is prohibited.
10. No person shall burn upon the land of another without permission of the owner thereof.
11. The vegetative material to be burned shall be as dry as practical.
12. Burning of vegetative material is prohibited in the event of the State and/or Mesa County imposing ozone, PM 10, 2.5 or other nonattainment area(s) restrictions or otherwise declaring a "no burn" day on a "high pollution day" as defined by GJMC 8.20.030 or the imposition of any other general or specific air quality controls.

307.4.7 Prescribed burns. Prescribed burns kindled for fire fuels management, as back fires to prevent or control wildfire, recognized silvicultural or range or wildlife management practices, and prevention or control of disease or pests or for other fires similar in nature may be allowed by the fire code official on a case-by-case basis when the prescribed burn or burning is i) permitted in advance and ii) the permittee does not deviate from the activity specific permit requirements required by the fire code official.

307.5 Attendance. Open burning, bonfires, recreational fires, portable outdoor fire places, fire pits (non-portable wood burning) and permanent fire pits and fire places shall be constantly attended by a competent person (adult) until the fire is extinguished. Not fewer than one portable fire extinguisher complying with Section 906 with a minimum 4-A rating or other approved on-site fire extinguishing equipment, such as dirt, sand, water barrel, garden hose or water truck, shall be available for immediate utilization. The extinguishing source must be sufficient for the type and size of fire.

307.6 Unrestricted fires. Permit(s) not required:

1. Maintenance of canals, irrigation and drainage ditches owned and/or operated by a Drainage District or Canal and/or Irrigation Company or District. Such burning shall be regulated as General or Agricultural Open Burning.
2. Agricultural Burns as permitted by Mesa County and State of Colorado regulations. Agricultural burns shall be for management, control or eradication of pestilence,

plague and/or other disease, insects, vermin or other agricultural emergency(ies). The owner of the property on which the burn is to occur shall make notification to the fire department when an agricultural burn permit has issued and when the burning is to take place. The parameters set forth in the permit shall be adhered to.

3. Cooking fires:
 - a. Open-flame cooking devices in the form of LP-gas or charcoal burner grills that are subject to regulatory and safety provisions stated in the most recently adopted IFC.
 - b. Solid-wood fueled cooking fires utilized in outdoor kitchens (permanent masonry fireplaces/pizza ovens), barbecue (also BBQ) smoke houses, BBQ smokers and in-ground cooking pits or devices.
4. Propane or natural gas burning permanent or portable fireplaces and fire pits shall be used in accordance with manufacturers specifications.
5. Recreational fires as defined herein.
6. Portable outdoor fireplaces as defined herein.
7. Fire pits (non-portable wood burning) as defined herein.
8. Permanent fire pits and fire places as defined herein.
9. Recreational fires located in developed municipal, county, or state approved picnic or campground areas contained in portable or non-portable fire pits or fire grates furnished at the picnic or campground area.
10. Other liquid-fueled or gas fueled open-flame devices in the form of heaters and decorative devices such as tiki-torches, lanterns, candles or similar items that are subject to regulatory and safety provisions stated in the most recently adopted IFC.
11. Burning (flaring) of natural gas at the sewer treatment plant and when performed in conjunction with drilling, completion and workover operations of oil and gas wells and when flaring operation of wells is reasonable necessary in the opinion of the well operator to avoid serious hazard to safety.
12. Fire suppression or GJFD training activities.

307.7 Cost Recovery Fee. Any person in violation of this Section 307 for a fire that is determined to be out of control which requires fire suppression activities by the GJFD and/or its designee shall pay a cost recovery fee as determined and established by the City of Grand Junction. The charges shall be the City's actual costs for labor, equipment

and materials, plus an administrative penalty to be determined by City Council by Resolution. The City Manager may set a minimum labor, equipment, and material charge. The cost recovery fee shall be paid within 20 days of the notice of assessment. Any amounts not paid by the 20th day may result in the imposition of a late fee, a 20 percent charge to defray the cost of collection, and interest at a rate of eight percent per annum on all unpaid amounts. Upon failure to pay the full assessment, the matter may be referred to the City Attorney for collection and the City Manager shall, pursuant to §31-20-105, C.R.S., certify the same to the Treasurer of Mesa County to be collected and paid over by the Treasurer of the County in the same manner as taxes are collected. Any action or other process provided by law may be maintained by the City Attorney to recover or collect any amounts owing.

Section 308.1.4.1. Add a new Section 308.1.4.1 to read as follows:

308.1.4.1 Egress from buildings. Charcoal burners, open flame cooking devices and LP-gas cooking devices shall not be used or stored in or near stairwells, corridors or other areas that are intended to be used as a means of egress or considered an interior living space.

Section 308.1.6.3. Amend Section 308.1.6.3 to read as follows:

308.1.6.3 Sky lanterns. A person shall not release or cause to be released a tethered or untethered sky lantern.

Section 311.1.1. Delete Section 311.1.1 and replace with the following:

311.1.1 Abandoned premises. Buildings, structures and premises for which an owner cannot be identified or located by dispatch of a certificate of mailing to the last known or registered address, which persistently or repeatedly become unprotected or unsecured, which have been occupied by unauthorized persons or for illegal purposes, or which present a danger of structural collapse or fire spread to adjacent properties shall be considered abandoned, declared unsafe and abated by demolition or rehabilitation in accordance with the International Building Code.

Section 311.3. Add a new Section 311.3.1, 311.3.2, 311.3.3 and 311.3.4 to read as follows:

311.3.1 Enforcement. In case of failure of any owner or lessee of such building(s) to remove all accumulations of hazardous materials, abate said building, and secure the premises, in a manner approved by the Fire Chief, and upon the election by the Fire Chief to remove said waste or rubbish and/or to secure or remove/install barricading of building(s), the Fire Chief is authorized to give notice by certified mail addressed to the last known address of the owner of such building, which shall require the removal of such waste or rubbish, or otherwise require the securing of said building(s) or removal of the problem causing the public nuisance, within sixty (60) days of the date of the notice. In the event such work is not done within the sixty (60) days, the City Manager may then proceed to have the work done as soon as practicable. The costs of such work shall be collected by the City Manager. The charge shall be the actual costs for labor, equipment, and materials plus ten (10) percent for administration, supervision and inspection. The

Fire Chief may cause any building to be barricaded or secured immediately after a fire has been extinguished. Any and all barricading or securing shall be at the owner's expense.

311.3.2 Notice. The City Manager, as soon as may be practicable after such charge is made, shall send by mail, addressed to the last known address of the owner of such property, a notice of such assessment. The notice shall contain a description of the lots or parcels of land, the name of the owner or owners, and the amount of the assessment, together with a brief description of said assessment.

311.3.3 Assessment. It shall be the duty of the owner to pay such assessment within twenty (20) days after the mailing of such notice, and in case of his failure to do so, he shall be liable personally for the amount of the assessment and the same shall be a lien upon the respective lots or parcels of land from the time of such assessment. In case the owner shall fail to pay such assessment within twenty (20) days after notice has been mailed to him, as provided by this chapter, then it shall be the duty of the City Manager to certify the amount of the assessment to the County Treasurer or other officer of the County having custody of the tax list, for the current year, to be collected in the same manner as other taxes are collected, with ten (10) percent penalty thereon to defray the cost of collection. All of the laws of the State of Colorado for the assessment and collection of general taxes, including the laws for the sale of property for taxes and the redemption thereof, shall apply to and have full effect for the collection of all such assessments.

311.3.4 Municipal Code Provisions. The fact that assessments have been made against property as provided in this chapter for removal of waste and rubbish, abatement and/or barricading or securing of said building(s) shall not prevent the owner, agent or lessee from being punished by fine or imprisonment under the provisions of GJMC [1.04.090](#), but such fine or penalty may be imposed on those found guilty of violating any provision hereof in all cases, whether an assessment has or has not been made in accordance with the provisions hereof.

Section 311.5. Amend Section 311.5 to read as follows:

Section 311.5 Placards. The fire code official is authorized, when executive permission from the Fire Chief is granted, to require placarding in accordance with Sections 311.5.1 through 311.5.5 when any vacant or abandon buildings or structures are determined to be unsafe pursuant to Section 111 of this code relating to structural or interior hazards.

Section 319 Mobile Food Preparation Vehicles. Add additional sentence that reads: Section 319 will become effective July 1, 2020.

Chapter 5 Fire Service Features

Section 503.1. Amend Section 503.1 to read as follows:

Section 503.1 Where required. Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.1.3. The Fire Chief or his designee is authorized to utilize the TEDS and Appendix D of this code for more detailed fire apparatus road and alternative street designs.

Section 503.2.3.1. Add a new Section 503.2.3.1 to read as follows:

Section 503.2.3.1. Type of Surface. All fire apparatus access roads shall be finished by application of all-weather driving surface of hot mix asphaltic concrete or concrete pavement over a flexible base capable of supporting a design wheel load of 18,000 pounds (GVW 80,000 pounds minimum; H-20 loading). The roadway must be prepared and certified by an engineer registered in the State of Colorado. All access roadways must be properly maintained and kept clear for emergency use at all times. Any alternatives to these specifications must be reviewed and approved by the fire code official prior to construction.

Section 503.2.4 Add sentence to Section 503.2.4 to read as follows:

The fire code official is authorized to require the use of computer modeling to determine that fire apparatus turning radius and maneuverability is in compliance with local fire apparatus specifications and with this code as amended.

Section 503.2.5. Add new exception to read as follows:

Exceptions:

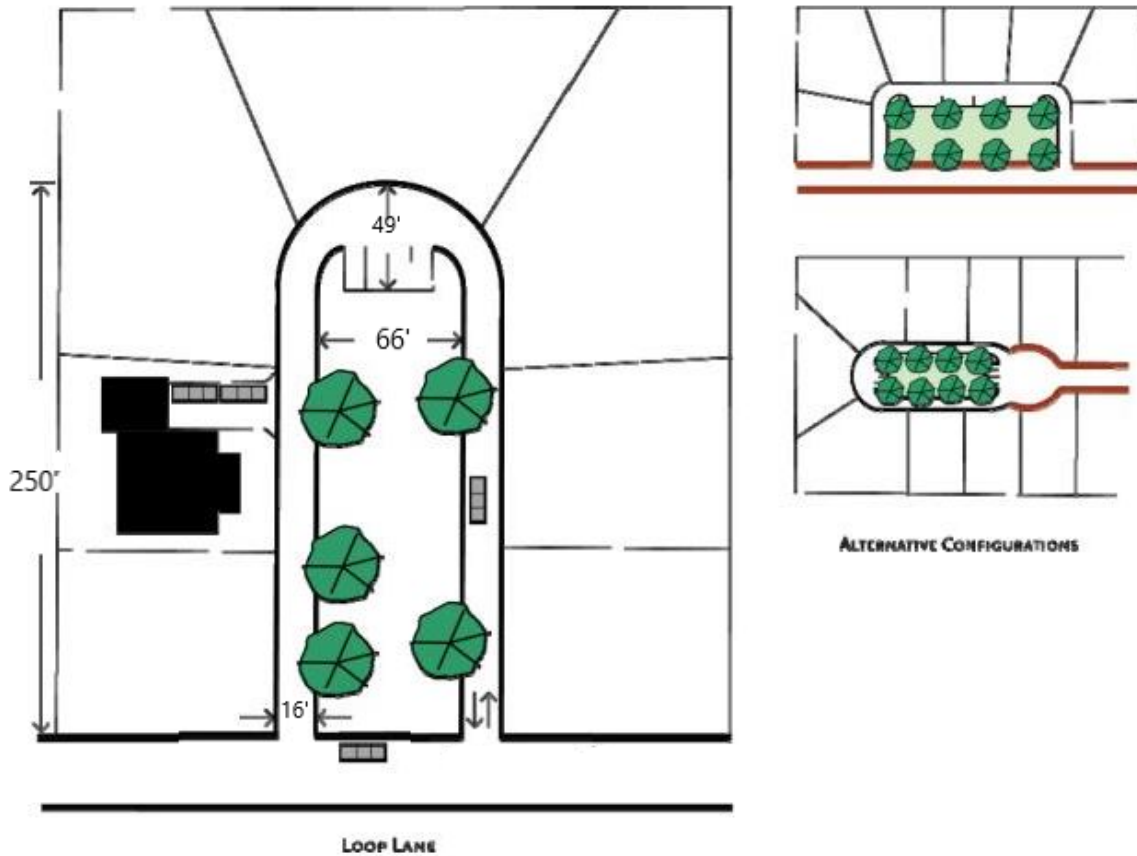
1. When all buildings are equipped throughout with approved automatic sprinkler systems installed in accordance with NFPA 13, NFPA 13R or NFPA 13D/IRC P2904 the fire code official is authorized to allow a dead-end fire apparatus road to extend to 300 feet before a turnaround is required.

Section 503.2.9 Add a new Section 503.2.9 to read as follows:

Section 503.2.9 Loop Lanes. Loop lanes may, notwithstanding the foregoing paragraphs, have an unobstructed width of not less than sixteen feet (16') if constructed as a loop ("loop lane"), as indicated in the diagram shown below and if all of the following conditions are met:

1. A loop lane is considered an alternative street design. In addition to the below listed requirements, any variation of a loop lane design shall require a design exception as described in the TEDS and must be approved by the fire code official.
2. A maximum of seven homes may access off the loop lane;
3. The loop lane shall be a minimum 16 feet (16') wide from flow line to flow line and shall consist of an all-weather surface.

4. No curve on any portion of the flow line of the fire loop lane shall have an inside radius of less than thirty-three feet (33') and an outside radius of less than forty-eight feet (48'). "Flow line" means the area between the curbs or equivalent if curbs are not present.
5. No portion of the loop lane shall extend more than 250 feet from the abutting street right-of-way
6. A minimum separation of sixty-six feet (66') is required between the right of way on each side of the loop.
7. Four guest parking spaces, located in the public right-of-way, are required at the end of the loop lane.
8. The loop lane and parking stalls shall be dedicated to and maintained by the City.
9. No parking signs shall be installed and maintained so that no parking is allowed between the curbs on any travelled portion of the loop lane, except the guest parking spaces.
10. Two-way traffic is allowed on the loop lane
11. Corner lots with frontage on the loop lane and the abutting street shall be required to access from the loop lane only.
12. Each residence shall provide and maintain four off-street parking spaces, two of which may be within a garage or carport. No front loading garage or carport may be closer than 30 feet to the front lot line. Side loading garages or carports may be 25 feet from the property line.
13. The loop lane shall only connect to a street where on-street parking exists now and is expected to remain or is planned as a part of the City's development process.
14. Loop lanes are considered fire apparatus roads and shall be developed in accordance with Chapter 5 and Appendix B, Appendix C and Appendix D as determined by the fire code official.

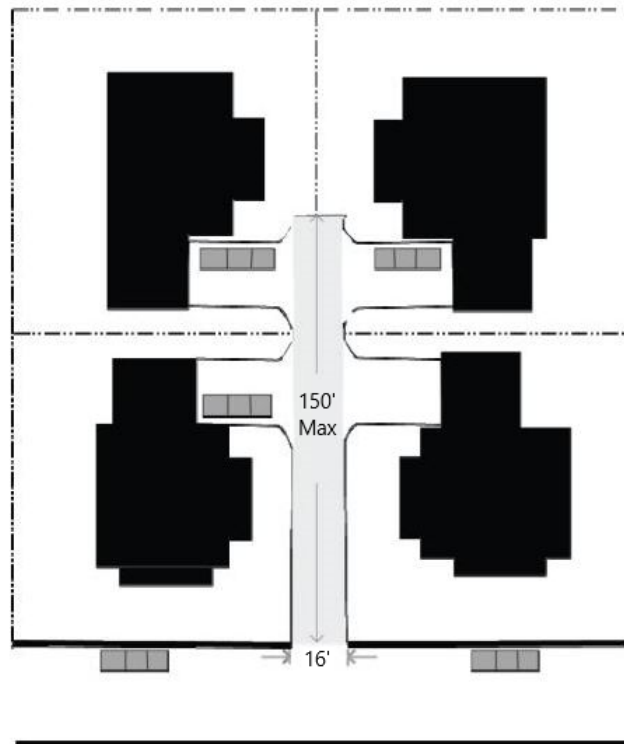


Section 503.2.10 Add a new Section 503.2.10 to read as follows:

Section 503.2.10 Shared Driveways. Shared driveways shall comply with the following standards:

1. A shared driveway shall be owned and maintained by the owners of the parcels or lots which abut the shared driveway;
2. Not more than five single-family lots shall abut or touch any portion of the shared driveway and no more than five single-family units may access a shared driveway.
3. A shared driveway shall be at least sixteen feet (16') wide and not longer than one hundred and fifty feet (150');
4. Parking on a shared driveway is prohibited;
5. Each lot abutting a shared driveway must provide four (4) on-site parking spaces. For homes on shared driveways that access a cul-de-sac, five on-site parking spaces shall be provided. These additional parking spaces may be provided on the shared driveway if it is widened to accommodate such parking and is approved by the fire code official.

6. Each lot abutting a shared driveway must access off the shared driveway unless approved otherwise at the time of subdivision.
7. A shared driveway may be used only where it intersects a street where on-street parking exists and is expected to remain, according to the City Engineer, based on such factor as the City capital program and any adopted street plans.
8. Shared driveways are considered fire apparatus roads and shall be developed in accordance with Chapter 5 and Appendix B, Appendix C and Appendix D as determined by the fire code official.
9. No parking signs shall be required as determined by the fire code official and the City of Grand Junction Public Works Department.



Example Layout
SHARED DRIVEWAYS

Section 511. Add a new Section 511 Recreational Vehicle, Mobile Home, and Manufactured Housing Parks, Sales Lots, and Storage Lots.

Section 511.1. Add a new Section 511.1 to read as follows:

511.1 Recreational vehicle, mobile home, and manufactured housing parks, sales lots and storage lots shall provide and maintain fire hydrants and access roads in accordance with Section 503, Section 507, Appendix B, Appendix C, Appendix D as amended.

Chapter 9

Fire Protection and Life Safety Systems

Section 901.3.1. Add a new Section 901.3.1 to read as follows:

901.3.1 Relocations and additions to fire sprinkler and fire alarm systems in existing facilities. Any additions or remodeling to existing commercial fire sprinkler systems that involve 20 sprinkler heads or less, or fire alarm systems that involve 5 devices or less, will not require a permit when approved by the fire code official via a scope of work letter review process. The review letter process shall comply with the guidance documents established and provided by the GJFD.

Section 903.3.1.1.3. Add a new Section 903.3.1.1.3 to read as follows:

903.3.1.1.3 Shell building design. Fire sprinkler systems in shell buildings, other than specified office buildings, shall be designed according to the requirements set forth in NFPA 13 for Ordinary Hazard Group II criteria.

Section 903.3.1.3. Amend Section 903.3.1.3 by the addition of the following:

Where domestic water is provided by a public water system, any required 13D system must be supplied by the public water system. The water tap must be adequate to supply the hydraulic demand of the fire sprinkler system.

Section 903.3.7. Amend Section 903.3.1.3 by the addition of the following:

Fire department connections must be located within 150 feet of the nearest fire hydrant.

Section 903.4.2. Amend Section 903.4.2 to read as follows:

903.4.2 Alarms. An approved audible and visual device, located on the exterior of the building in an approved location, shall be connected to each automatic sprinkler system. Such sprinkler water flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system and cause fire alarm notification as set forth in Section 907.5. When buildings have multiple tenant spaces, notification appliances shall be installed in accordance with Section 907.5 in each tenant space.

Section 907.6.6. Add a new Sections 907.6.6.3, 907.6.6.3.1, 907.6.6.3.2, 907.6.6.3.3, and 907.6.6.3.4 to read as follows:

907.6.6.3 False Alarms. Whenever the activation of any fire alarm is due to a malfunction of the alarm or alarm system and that alarm or alarm system has had a multifunction within the same calendar year quarter, or more than six (6) times during any calendar year, the owner and/or operator of the alarm or alarm system shall pay a false alarm fee to offset some of the costs involved in the dispatching and responding of the equipment to the location of the alarm.

907.6.6.3.1. It is the responsibility of the owner or operator of an alarm system to prevent the improper use of the system, such as intentional activating of a false alarm or the

intentional activation of a smoke or heat detector to produce a false alarm. After three (3) such activations within the same quarter of a calendar year, or more than six (6) during any calendar year, from the same alarm system, the fee schedule for false alarms shall become effective.

907.6.6.3.2. Whenever the Fire Chief cannot determine how a false alarm was activated and three (3) such unexplained alarms occur within a calendar year quarter, or alarm(s) exceeding six (6) during a calendar year, the fee schedule for false alarms shall become effective with the fourth and seventh and subsequent alarm(s) respectively.

907.6.6.3.3. A fee, in accordance with the fee schedule established by resolution of the City Council and on file with the City Clerk, shall be charged for false alarms.

907.6.6.3.4. A new alarm system shall be allowed thirty (30) days to become stabilized before charges will accrue for false alarms.

Chapter 11 Construction Requirements for Existing Buildings

Section 1101.1. Amend Section 1101.1 to read as follows:

1101.1 Scope. The provisions of this chapter shall apply to existing buildings constructed prior to this code and the fire code official is authorized to initiate its use when buildings are undergoing an addition or alteration utilizing the Alterations – Level 3 Method (Chapter 9), Prescriptive Compliance Method (Chapter 5), and Performance Compliance Method (Chapter 13) of the International Existing Buildings Code (2018 Edition). This chapter’s use is authorized for Prescriptive and Performance Compliance Methods when work equivalent to an Alterations - Level 3 Method have been achieved.

The fire code official is authorized to apply this chapter when any building or portion of a building is undergoing a change of occupancy in accordance with the International Building Code (2018 Edition) or International Existing Buildings Code (2018 Edition).

Official acceptance and interpretation of the above methods as it relates to the applicability of Chapter 11 shall be determined by the fire code official.

Exception 1: This chapter does not apply to detached one- and two- family dwellings and multiple single-family dwellings (townhouses) governed by the International Residential Code.

Exception 2: The fire code official is authorized when executive approval from the Fire Chief is granted to require existing buildings to be in compliance with Section 1103.2 [Emergency Responder Radio Coverage] at any time if deemed a distinct hazard without the structure engaging in an addition, alteration or change of use.

Exception 3: The fire code official is authorized to require existing buildings to be in compliance with Section 1103.8 [single- and multiple-station smoke alarms] and

Section 1103.9 [Carbon monoxide alarms] at any time if deemed a distinct hazard without the structure engaging in an addition, alteration or change of use. Section 1103.9 does not apply to occupancies that are already governed, regulated and enforced by requirements listed in Colorado House Bill 09-1091 [Concerning a requirement that Carbon Monoxide Alarm Be Installed in Residential Properties.]

Section 1103.1. Amend Section 1103.1 to read as follows:

1103.1 Required construction. Existing buildings shall comply with not less than the minimum provisions specified in adopted sections of Table 1103.1 and as enumerated in Sections 1103.2, 1103.5, 1103.7, 1103.8, 1103.9 and 1103.10 as amended. When this chapter is referenced in other portions of this code, only the sections listed shall be applicable.

The provisions of this chapter shall not be construed to allow the elimination of fire protection systems or a reduction in the level of fire safety provided in buildings constructed in accordance with previously adopted codes. Nothing shall preclude the Building Code Official from utilizing deleted sections of this chapter from being implemented when the said section is referenced by another code such as the International Building Code, International Existing Building Code, or another similar code.

Exceptions:

1. [No Change]
2. [No Change]

Section 1103.3 Existing elevators. Delete Section 1103.3 and all subsections in its entirety.

Section 1103.4 Vertical Openings. Delete Section 1103.4 and all subsections in its entirety.

Section 1103.6 Standpipes. Delete Section 1103.6 and all subsections in its entirety.

Section 1104 Means of egress for existing buildings. Delete Section 1104 and all subsections in its entirety.

Section 1105 Construction requirements for existing group I-2. Delete Section 1105 and all subsections in its entirety.

Section 1106 Requirements for outdoor operations. Delete Section 1106 and all subsections in its entirety.

Chapter 31

Tents, Temporary Special Event Structures and Other Membrane Structures

Section 3103.2. Amend Section 3103.2 to read as follows:

3103.2 Approval Required. Tents and membrane structures having an area in access of 2400 square feet shall not be erected, operated or maintained for any purpose without first obtaining a permit and approval from the fire code official. Emergency egress and fire safety provisions contained therein apply to all tents and membrane structures regardless of size and is the responsibility of the owner and/or event coordinator.

Exception 1: Tents used exclusively for recreational camping purposes.

Exception 2: Funeral tents and curtains, or extensions attached thereto, when used for funeral services.

Exception 3: Temporary membrane structures, temporary special event structures and tents utilized for the purposes of retail fireworks sales, special amusement buildings or outdoor assembly events such as a circus, carnival, theater, dance hall or other similar use shall require an operational permit when the area exceeds 400 square feet.

Chapter 34
Tire Rebuilding and Tire Storage

Section 3405 Outdoor Storage. Delete Section 3405.1 through 3405.7 and replace to read as follows:

Section 3405.1. No person shall store more than 500 tires on any parcel, tract, or lot of land.

Section 3405.2. Tires shall be arranged as required in Sections 3405.3 through 3405.8.

Section 3405.3. Maximum pile or stack height shall not exceed six (6) feet.

Section 3405.4. Pile or stack width and length shall not exceed eight (8) feet.

Section 3405.5. Twenty (20) feet of clearance shall be maintained between piles or stacks.

Section 3405.6. Piles or stacks shall not be placed closer than twenty (20) feet from any structure or property lot line.

Section 3405.7. Piles or stacks shall be stored so as to provide ready access by the Fire Department in the event of a fire.

Section 3405.8. Piles or stacks shall not be located under bridges, elevated trestles, elevated roadways, or elevated railroads.

Appendix B Fire-Flow Requirements for Buildings

Section B103.4. Add New Section B103.4 to read as follows:

B103.4 Alternative Methods. In areas which are mostly developed where not more than two buildable lots are created (at the same time) after the effective date hereof, and the existing water lines and fire flow are inadequate in the area, the Fire Chief may allow a residential structure to be built if equipped with an approved fire sprinkler system and if he determined that water upgrades would be impractical. In such event, the Fire Chief shall record a memorandum indicating the fire protection measure used and the facts concerning the inadequate water lines.

Appendix C Fire Hydrant Locations and Distribution

Section C102.2. Add New Section C102.2 to read as follows:

C102.2 Water supply lines. Hydrants shall be on a looped (receiving water from more than one direction) water supply line of at least six inches (6") in diameter.

Exceptions:

1. One or two-family residential developments may have hydrants supplied by a dead-end water line where there are 30 or fewer dwelling units. Up to 60 dwelling units may have hydrants supplied by a dead-end water line when all units are protected by an approved residential fire sprinkler system. In any case, the Fire Chief may require such developments provide for water line connections to adjacent properties to ensure the overall water distribution system meets recognized standards.
2. Multiple-family residential developments having up to 100 dwelling units may be protected by fire hydrants supplied by a dead-end water line. Up to 200 dwelling units may be protected by fire hydrants supplied by a dead-end water line when all units are protected by an approved residential fire sprinkler system. In no case shall such developments be supplied by a dead-end line exceeding 1,000 feet in length. The Fire Chief may require such developments provide for water line connections to adjacent properties to ensure the overall water distribution system meets recognized standards.
3. For commercial and industrial developments, any building not exceeding three stories or 30 feet in height may be protected by fire hydrants supplied by a dead-end water line.
4. For commercial and industrial developments, buildings or facilities having a gross building area up to 62,000 square feet may be protected by fire hydrants supplied by a dead-end water line. The gross building area may be increased to 124,000 square feet without a looped water line when all buildings are equipped with an approved automatic fire sprinkler system. In no case shall

such developments be supplied by a dead-end line exceeding 1,000 feet in length. The Fire Chief may require such developments to provide for water line connections to adjacent properties to ensure the overall water distribution system meets recognized standards.

5. The Fire Chief may allow a new development that would otherwise be required to provide a looped water line for required fire hydrants, to have a dead-end line as long as the development provides a means to connect to a looped system as future development occurs. The time period and conditions under which this exception is allowed shall be as determined by the Chief.

6. The Fire Chief may allow fire hydrants to be supplied by other than a looped water line when the permittee can demonstrate, to the satisfaction of the Fire Chief, that a looped system is not practicable. In such event, the Fire Chief shall make his findings in writing and shall copy such findings to the Public Works and Planning Director. In such cases, additional fire protection may be required as determined by the Fire Chief.

C102.3 Fire Hydrant Installation. The distance from the center of the fire hydrant pumper connection to the finished grade shall not be less than 22 inches. Pumper connections shall face the access road or as directed by the fire code official.

Appendix D Fire Apparatus Access Roads

Section D102.1 Amend Section D102.1 to read as follows:

Section D102.1 Required Access. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road with asphalt, concrete or other approved drivable surface capable of supporting the imposed load of fire apparatus weighing up to GVW 80,000 pounds minimum; H-20 loading. The use of alternative drivable surfaces known as engineered alternative fire apparatus road systems to include, but not limited to surfaces commonly known as gravel, pavers, grasspave, or grasscrete require review and approval of the fire code official.

Section D102.2. Add new Section D102.2 to read as follows:

Section D102.2 Private Driveway. A private driveway is defined as a driveway that is 12-foot-wide minimum and intended for the use of occupants of no more than two single-family dwelling units, or one two-family dwelling unit. If the most remote area of the dwelling unit's exterior is located more than 150 feet from an approved fire apparatus access road, then the private driveway must meet minimum design standards of this code related to fire department access to include, but not limited to surface, weight support, grade, apparatus turnarounds, etc. as determined by the fire code official. The fire code official is authorized to increase the minimum width requirement where sharp curves and grades are factors.

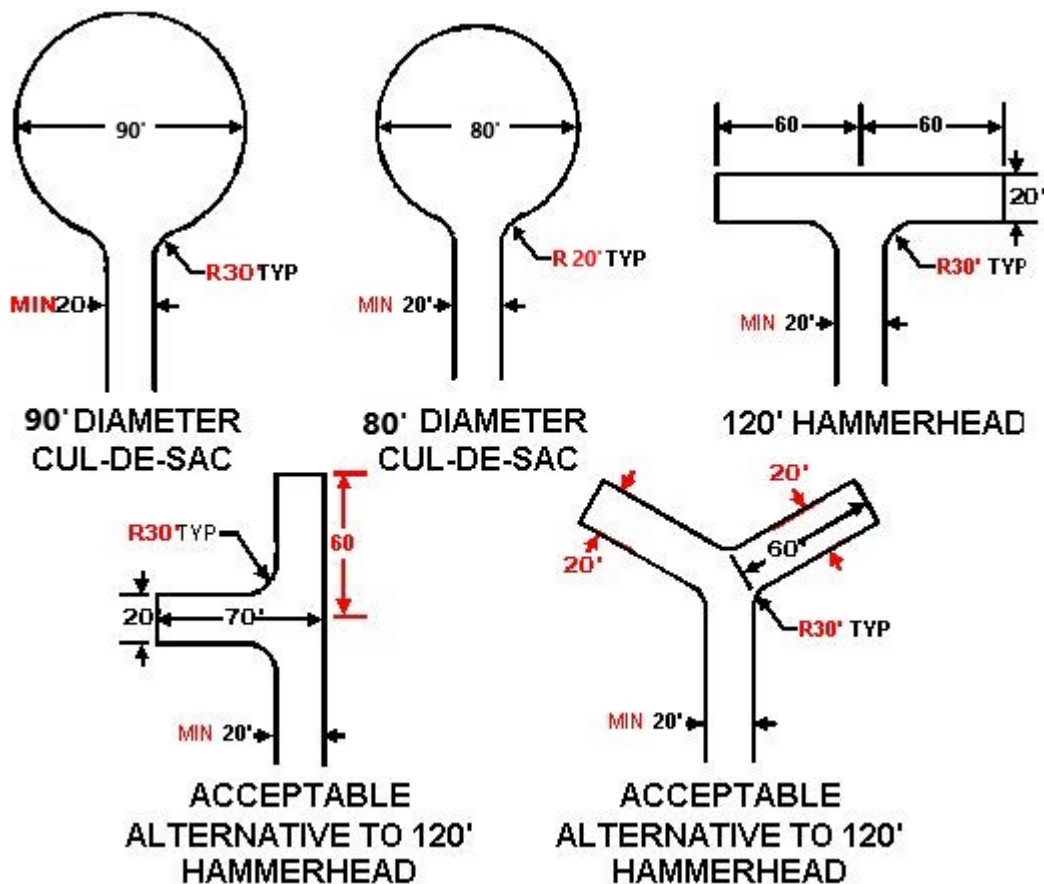
Section D103.1. Delete Section D103.1 and replace with the following:

Section D103.1 Dead-end fire apparatus access road turnarounds. Dead end fire apparatus road turnarounds shall be designed and constructed utilizing Figure D103.1 and City of Grand Junction's Transportation Engineering Design Standards (TEDS). Specifically, all residential and commercial/industrial court Cul-De-Sac designs shall adhere to TEDS. All designs must be approved by the fire code official.

Figure D103.1. Dead-End Fire Apparatus Access Road Turnaround
Is deleted in its entirety.

Figure D103.1. Add New Figure D103.1 to read as follows:

Figure D103.1 Dead-End Fire Apparatus Access Road Turnaround



Section D103.2. Amend Section D103.2 to read as follows:

D103.2 Grade. Fire apparatus access roads shall not exceed 8% in grade and comply with City or County design standards for both Public and Private Street Access routes. Grades on fire department turnaround shall not exceed 4%.

Exception:

1. Grades steeper than 10 percent as approved by the fire code official.

Section D103.4. Add New Table D103.4.1 to read as follows:

**TABLE D103.4.1
REQUIREMENTS FOR DEAD-END
FIRE APPARATUS ACCESS ROADS
FIRE SPRINKLER PROVISION EXCEPTION**

LENGTH (feet)	WIDTH (feet)	TURNAROUNDS REQUIRED
0-300	20	None Required
301-500	20	120-foot Hammerhead, 60-foot" Y" or 90-foot diameter cul-de-sac in accordance with Figure D 103.1
501-750	20	120-foot Hammerhead, 60-foot" Y" or 90-foot diameter cul-de-sac in accordance with Figure D 103.1
Over 750		Special Approval Required

For SI: 1 foot = 304.8 mm

Section D103.4.2. Add new Section D103.4.2 to read as follows:

D104.4.2 Intermediate Fire Apparatus Turnarounds. The fire code official is authorized to require an intermediate fire apparatus turnaround where a single point of access exceeds 500 feet or when development projects utilize an alternative streets design in accordance with the TEDS. All designs must accommodate for fire apparatus turn radius requirements and be approved by the fire code official.

Section D103.6. Amend Section D103.6 to read as follows:

D103.6 Signs. Where required by the fire code official, fire apparatus access roads shall be marked with permanent NO PARKING – FIRE LANE signs complying with Figure D103.6 or TEDS. Sign locations must be approved by the fire code official.

Section D103.6.1 Amend Section D103.6.1 to read as follows:

D103.6.1 Roads between 16 to 22 feet in width. NO PARKING – FIRE LANE signs shall be posted along both sides of the access route.

Section D103.6.2 Amend Section D103.6.2 to read as follows:

D103.6.2 Roads between 22 to 28 feet in width. NO PARKING – FIRE LANE signs shall be posted along one side of the access route.

Section D103.6.3 Add New Section D103.6.3 to read as follows:

D103.6.3 Fire Department Access Road Turnarounds. NO PARKING – FIRE LANE signs shall be posted along both sides of the turnaround areas.

Section D103.6.4 Add New Section D103.6.4 to read as follows:

D103.6.4 Cul-de-sacs. NO PARKING – FIRE LANE signs shall be posted along the outside of the turnaround area when required by the fire code official.

Section D105.1 Add new exception to read as follows:

Exceptions:

1. Buildings equipped throughout with an approved NFPA 13 automatic sprinkler system installed in accordance with Section 903.3.1.1 and when approved by the fire code official.

Section D107.1 Delete and replace exception 1 to read as follows:

Exceptions:

1. Where there are 60 or fewer dwelling units on a single public or private access way and all dwelling units are equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2, 903.3.1.3, or P2904 (International Residential Code), access from two directions shall not be required.

Section D107.2. Add new sentences to Section D107.2 to read as follows:

The second access road must be made available to the public and cannot be designated for sole use by emergency responders unless otherwise approved by the fire code official.

15.44.050 New materials, processes or occupancies which may require permits.

The Fire Chief and the Fire Marshal shall determine and specify, after giving affected persons an opportunity to be heard, any new materials, processes or occupancies for which permits are required in addition to those now enumerated in the International Fire Code. The Fire Marshal shall post such list in a conspicuous place in his office, and distribute copies thereof to interested persons.

15.44.060 Zones in which storage of flammable or combustible liquids in outside aboveground tanks is permitted.

(a) Section 5704 of the International Fire Code limits the storage of flammable or combustible liquids in outside aboveground tanks. Storage of flammable or combustible liquids is permitted as follows:

On lands within the City that are zoned in the categories of C-2 (heavy commercial), I-1 (light industrial) and I-2 (heavy industrial). The Fire Chief may permit storage of flammable or combustible liquids in aboveground tanks on lands within the jurisdiction which are

zoned C-1 (light commercial) when it can be demonstrated to the Fire Chief or his designee that such use may be safely undertaken in the particular location.

(b) Section 5706.4 of the International Fire Code limits the siting of bulk plants for flammable or combustible liquids. New bulk plants or terminals for flammable or combustible liquids are permitted as follows:

On lands within the City that are zoned in the categories of C-2 (heavy commercial), I-1 (light industrial) and I-2 (heavy industrial). The Fire Chief may permit such use in C-1 (light commercial) when it can be demonstrated to the satisfaction of the Fire Chief or his designee that such use may be safely undertaken in the particular location.

15.44.070 Zones in which storage of liquefied petroleum gases is restricted.

Section 6104 of the International Fire Code restricts the storage of liquefied petroleum gas. Liquefied petroleum gas may be stored as follows:

On lands within the City that are zoned in the categories of C-2 (heavy commercial), I-1 (light industrial) and I-2 (heavy industrial). The Fire Chief may permit such use in C-1 (light commercial) when it can be demonstrated to the satisfaction of the Fire Chief or his designee that such use may be safely undertaken in the particular location.

15.44.080 Zones in which storage of explosives and blasting agents is prohibited.

Storage of explosives and blasting agents, within the limits of the City, is prohibited. This restriction shall not prohibit such use where the storage is made by an individual or company under proper safeguards as may be prescribed by the Fire Chief or his designee.

15.44.90 Appeals.

Whenever the Fire Chief disapproves an application or refuses to grant a permit applied for, or when it is claimed that the provisions of the International Fire Code do not apply or that the true intent and meaning of the International Fire Code have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the Fire Chief to the Board of Appeals created by Section 109 of the International Fire Code, by filing with the Fire Chief a written appeal along with a fee as established by resolution of the City Council and on file in the City Clerk's office, within 30 days from the date of the decision appealed.

15.44.100 Penalty provision.

GJMC 1.04.090 shall apply as though fully set forth in each code and provision adopted in this chapter.

MISCELLANEOUS PROVISION:

All sections of the 2018 IFC not specifically amended by this Ordinance are adopted as published.

All other resolutions and/or ordinances in conflict herewith are hereby repealed except as otherwise provided herein.

PUBLIC HEARING:

A public hearing on the adoption by reference thereto of the International Fire Code with certain amendments is scheduled in the City Council Chambers at 250 N. 5th Street, Grand Junction Colorado on January 16, 2019 at 6:00 P.M. and the City Clerk is hereby directed to publish Notice of said public hearing in the manner and style and pursuant to the schedule of such publication prescribed in 31-16-201 *et. seq.* C.R.S.

At least one copy of the 2018 IFC, as described herein together with certain amendments thereto certified to be a true copy, shall be on file in the office of the City Clerk of the City of Grand Junction, Colorado. At least one copy of the 2018 IFC including the appendices thereto, together with certain amendments, certified to be true and correct, shall be on file as aforesaid in the office of the City Clerk at least fifteen (15) days preceding said hearing and may be inspected by any interested person between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday, holidays excepted.

Introduced the ____ day of _____, 2018.

Passed on second reading the _____ day of _____, 201__.

President of the Council

Attest:

City Clerk



Grand Junction City Council

Regular Session

Item #3.a.

Meeting Date: December 5, 2018
Presented By: Randi Kim, Utilities Director
Department: Public Works - Engineering
Submitted By: John Eklund, Project Engineer

Information

SUBJECT:

Purdy Mesa Flowline Replacement at Sullivan Draw

RECOMMENDATION:

Staff recommends the City Purchasing Division execute a construction contract with Sorter Construction, Inc. for Purdy Mesa Flowline Replacement at Sullivan Draw project in the amount of \$1,422,060.00.

EXECUTIVE SUMMARY:

The project will construct 1.23 miles of PVC pipe, two flow and pressure control valves and System Control, and Data Acquisition (SCADA) components. Cost to the City for construction is \$1,422,060.00 which is fully funded by the Water Fund CIP. Total project expenditures are estimated \$1,524,260.00. Final completion is scheduled for mid-May 2019.

BACKGROUND OR DETAILED INFORMATION:

The Purdy Mesa Flowline (PMFL) is one of two water transmission lines that carry water from the reservoirs at the base of the Grand Mesa to the City Water Treatment Plant on Orchard Mesa (WTP). The PMFL was built in the 1940's and has exceeded its design life. While there is no history of line breaks in the project reach, it has been given a high priority for replacement due to the challenges that would be associated with emergency repairs in the rugged and steep terrain. This replacement project will renew aging infrastructure with larger diameter pipe and control equipment to ensure reliable service for the City's water customers for the future.

The Sullivan Draw reach was also identified in a hydraulic study as a "bottleneck" for flows along the entire pipeline. Increasing the pipe size from 18" to 20" through the project reach and

utilizing the proposed pressure control valves is expected to improve efficiency and increase the maximum flow capacity of the PMFL from 6.5 to 9.8 million gallons per day (mgd).

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, the Western Colorado Contractors Association, and advertised in The Daily Sentinel. Four companies submitted formal bids, of which one was found to be responsive and responsible in the following amount:

Firm	Location	Bid Alt 2
Sorter Construction	Grand Junction, CO	\$1,422,060.00
GCS, LLC	Grand Junction, CO	\$1,445,632.50
United Companies	Grand Junction, CO	\$1,506,885.00
MA Concrete Construction	Grand Junction, CO	\$1,675,089.50

FISCAL IMPACT:

All expenses for this project are funded by the Water Fund CIP.
Expenses are as follows:

Services	Vendor	
Design Contract	J-U-B Consulting Engineers	\$ 52,030.00
Environmental Assessment Contract	WestWater Engineering Company	\$ 23,870.00
Cultural Recourse Inventory Contract	Grand River Institute	\$ 4,800.00
Biological Resource Inspection	WestWater Engineering Company	\$ 11,500.00
Quality Assurance Testing	Huddleston Berry Engineering & Testing, LLC	\$ 10,000.00
Construction Services	Sorter Construction, Inc.	\$ 1,422,060.00
	Total Estimated Expenditures:	\$ 1,524,260.00

SUGGESTED MOTION:

I move to authorize the City Purchasing Division to enter into a contract with Sorter Construction, Inc of Grand Junction, CO for the Purdy Mesa Flowline Replacement at Sullivan Draw in the amount of \$1,422,060.00.

Attachments

1. Sullivan Draw Location

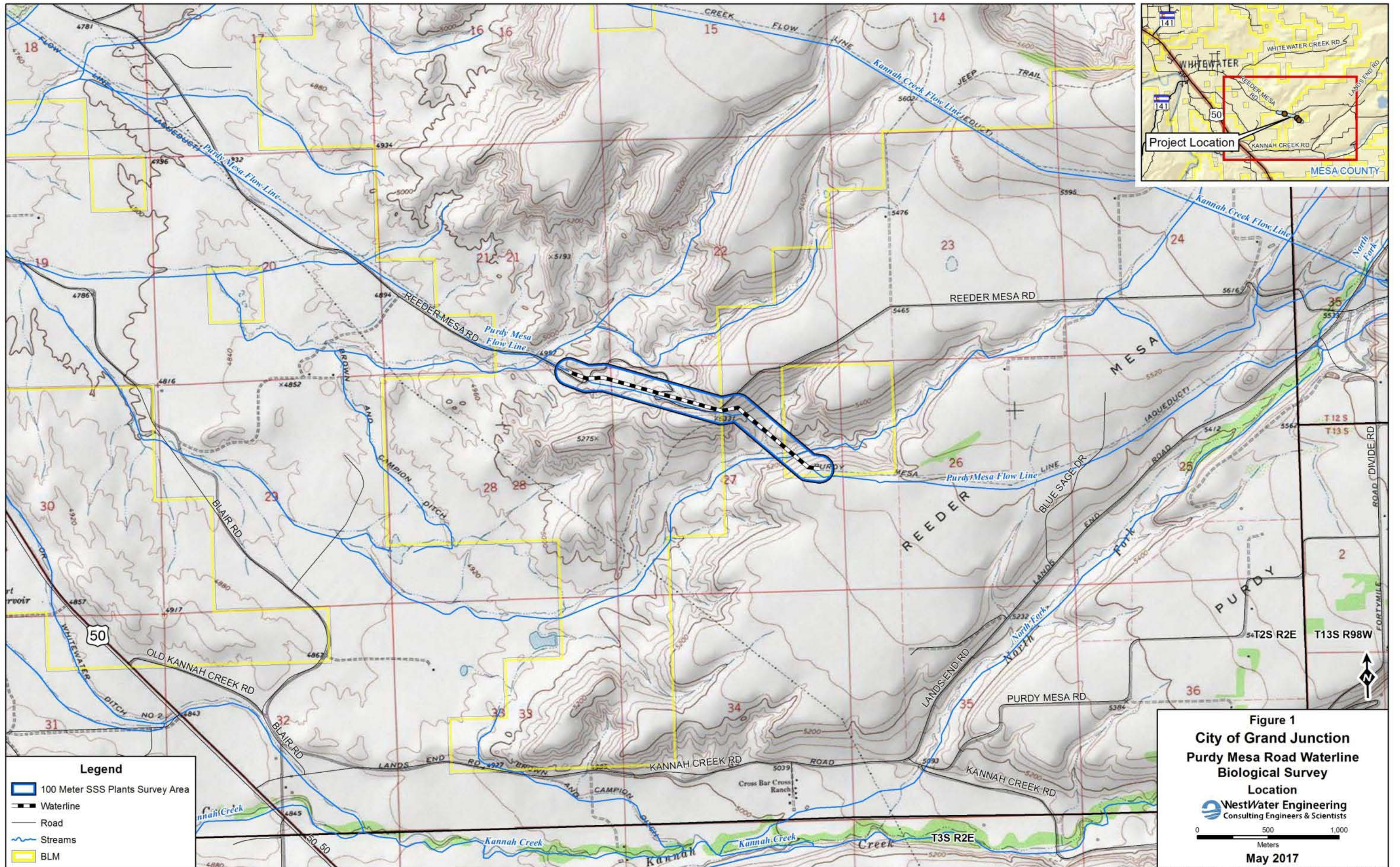


Figure 1
**City of Grand Junction
 Purdy Mesa Road Waterline
 Biological Survey**
 Location
 WestWater Engineering
 Consulting Engineers & Scientists
 0 500 1,000
 Meters
 May 2017

Map Source: Z:\City of Grand Junction\Purdy Mesa Road Waterline\2017\GIS\Figure 1.mxd 5/16/2017 rob



Grand Junction City Council

Regular Session

Item #3.b.

Meeting Date: December 5, 2018

Presented By: Kristen Ashbeck, Senior Planner/ CDBG Admin

Department: Community Development

Submitted By: Kristen Ashbeck, Senior Planner/CDBG Administrator

Information

SUBJECT:

2018 CDBG Subrecipient Agreements between Hilltop Community Resources, Inc., HomewardBound of the Grand Valley, and Karis, Inc. and the City of Grand Junction

RECOMMENDATION:

Staff recommends approval of the 2018 Subrecipient Agreements.

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) \$20,000 to Hilltop Community Resources for the Bacon Campus Fire Safety Project; 2) \$39,371 to HomewardBound of the Grand Valley for replacement of the roof at the Community Homeless Shelter; 3) \$8,547 to Karis, Inc. for Integrated Mental Health Services; and 4) \$14,370 to Karis, Inc. towards the purchase of the Drop-In Day Center for youth. The contracts outline the duties and responsibilities of the agencies and ensure 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.

Hilltop Community Resources, Inc. Bacon Campus Fire Safety Project:

The Bacon Campus houses two residential programs: the Life Adjustment Program for adults with traumatic brain injuries and the Youth Services for persons ages 12 to 18 who have encountered difficulty at home, school, or in the community. The State of Colorado is requiring Hilltop to add fire sprinklers and fire separation walls for license requirements. The allocation of \$20,000 CDBG funds will be used for alarm upgrades, linking the alarm and new sprinkler systems.

HomewardBound of the Grand Valley Homeless Shelter Roof Replacement:

HomewardBound provides overnight emergency shelter for adults and families experiencing homelessness. The roof in the single adult dormitory began leaking during this past winter. The \$39,371 CDBG allocation will be used to replace the roof. The budget includes a 15-year warranty on the membrane material.

Karis, Inc.

Two grants were awarded to Karis, Inc.:

1) Karis, Inc. provides housing and support services for homeless, unaccompanied teens and youth in the community. The \$8,547 CDBG allocation will be used to provide mental health and substance abuse services to Karis clients at its various housing facilities in the City limits. With 2017 CDBG funds, Karis, Inc. was able to increase direct service hours per week for two clinicians to a total of 40 hours per week. Additional 2018 funds will provide another increase in services.

2) The \$14,370 CDBG allocation will be used to acquire the Fourth House (a basement unit in 362 Main Street) which Karis, Inc. currently uses as a drop-in center for homeless unaccompanied youth that provides showers, meals, clothing, laundry, addiction counseling, art groups, access to computers, and crisis and employment services. Karis has served 142 youth in the last year at the facility.

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 \$82,288 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 Hilltop Community Resources, Inc., HomewardBound of the Grand Valley, and Karis, Inc. for funding through the City's 2018 Community Development Block Grant (CDBG) Program Year.

Attachments

1. 2018 Subrecipient Contracts

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

Date Approved: _____

Amount of Grant: \$20,000

Subrecipient: Hilltop Community Resources, Inc.

Completion Date: August 31, 2019

1. The City agrees to pay the Subrecipient, subject to the subrecipient agreement, this Exhibit and attachment to it, \$20,000 from its 2018 Program Year CDBG Entitlement Funds to install fire alarm system upgrades in the buildings at the Bacon Campus located at 1405 Wellington Avenue, Grand Junction, Colorado ("Property"). Subrecipient houses two residential programs at the Campus: the Live Adjustment Program for adults with traumatic brain injuries and youth services for persons ages 12 to 18 who have encountered difficulty at home, school or in the community. provides care and support for disabled individuals of all ages and their families.
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 providing the above-referenced services in Grand Junction, Colorado.
3. The project consists of upgrading alarm systems in the buildings on the campus that will link the alarms and new sprinkler systems that are being required by the state of Colorado.
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 \$1,843,500 as follows:

CDBG Funds: \$20,000 Other Funds: \$1,823,500
6. This project will provide for the upgrade of the alarm systems at the Bacon Campus facility.
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: 400
- B. Number of unduplicated LMI City residents to be served during the contract: 400
- 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: 400 ; 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: ___ Q2: ___ Q3: ___ Q4: 400

3) Payment Schedule

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

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) ___ 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

Hilltop’s head injury program has an income packet at intake. The residents must have had a traumatic brain injury, most are on Medicaid due to injury and disabilities. The Youth Services program also has an income packet at intake. Most are referred to the program through the Mesa County Department of Human Services.

_____ 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: \$39,371

Subrecipient: HomewardBound of the Grand Valley

Completion Date: December 31, 2019

1. The City agrees to pay the Subrecipient, subject to the subrecipient agreement, this Exhibit and attachment to it, \$39,371 from its 2018 Program Year CDBG Entitlement Funds to replace the roof materials at the community homeless shelter located at 2853 North Avenue, Grand Junction, Colorado ("Property"). Subrecipient provides overnight emergency shelter for adults and families experiencing homelessness.
2. The Subrecipient certifies that it will meet the CDBG National Objective of low/moderate income benefit – homeless (570.201(c)). It shall meet this objective by improving the community homeless shelter as stated above for the facility in Grand Junction, Colorado.
3. The project consists of replacing the roof materials on the community homeless shelter. The budget includes a 15-year warranty on the membrane material. The property is currently owned and operated by HomewardBound of the Grand Valley which will continue to operate the community homeless shelter. It is understood that \$39,371 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 \$43,107 as follows:

CDBG Funds: \$39,371 Other Funds: \$3,736
6. This project will improve the facility for an estimated 1,322 homeless individuals that utilize the shelter each year.
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: 1,322
- B. Number of unduplicated LMI City residents to be served during the contract: 1,322
- 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: 1,322 ; 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: 330 Q2: 330 Q3: 331 Q4: 331

3) Payment Schedule

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

4) Outcome Measures

Activity (select one) _____ Senior Service _____ Youth Service X 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

All clients are screened during an intake process prior to entering the shelter. Those going through the intake process for the first time must complete the Homeless Management Information System (HMIS) Intake Packet, which includes a request for income information. The income information recorded is based on self-reporting. If a person is requesting emergency shelter, it is generally accepted that they are homeless and eligible for services provided by HomewardBound.

- _____ 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: \$8,547

Subrecipient: Karis, Inc.

Completion Date: August 31, 2019

1. The City agrees to pay the Subrecipient, subject to the subrecipient agreement, this Exhibit and attachment to it, \$8,547 from its 2018 Program Year CDBG Entitlement Funds for integrated mental health services for youth at its various facilities in Grand Junction, Colorado (Property”). Subrecipient provides housing and support services for homeless, unaccompanied teens and youth in the community.
2. The Subrecipient certifies that it will meet the CDBG National Objective of low/moderate income benefit (570.201(e)) – youth. It shall meet this objective by providing the above-referenced mental health services in Grand Junction, Colorado.
3. The project consists of providing mental health and substance abuse counseling services to Karis clients at its various housing facilities in the City limits (undisclosed locations) The Properties are currently owned and operated by Subrecipient which will continue to operate the housing and service facilities. It is understood that \$8,547 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 \$39,260 as follows:

CDBG Funds: \$8,547 Other Funds: \$30,713
6. This project will provide for an increase in direct service hours per week for two clinicians to a total of 40 hours per week.
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: 250
- B. Number of unduplicated LMI City residents to be served during the contract: 250
- C. Of the City residents to be served, how many will: i) have new or continued access to the service/benefit: 250; 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:
Q1: 62 Q2: 62 Q3: 63 Q4: 63

3) Payment Schedule

During the contract, funds will be drawn Q1: 25% Q2: 25% Q3: 25% Q4: 25%

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

The types of persons served are of special need (homeless youth). All clients complete a thorough in-take and assessment upon admission. Specific questions are asked concerning living situation and income.

 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: \$14,370

Subrecipient: Karis, Inc.

Completion Date: August 31, 2019

1. The City agrees to pay the Subrecipient, subject to the subrecipient agreement, this Exhibit and attachment to it, \$14,370 from its 2018 Program Year CDBG Entitlement Funds to purchase a commercial condominium unit known as the Fourth House/Drop In Day Center located at 362 Main Street, Grand Junction, Colorado ("Property"). Subrecipient provides support services to homeless youth in the facility.
2. The Subrecipient certifies that it will meet the CDBG National Objective of low/moderate income benefit (570.201(a)). It shall meet this objective by completing the above-referenced drop in day center acquisition in Grand Junction, Colorado.
3. The project consists of acquisition of an existing basement commercial unit that is already being used by Karis, Inc. as a drop in day center for homeless youth. CDBG funds will be used towards the purchase of the property. It is understood that \$14,370 of City CDBG funds shall be used only for the property acquisition 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 \$229,500 as follows:

CDBG Funds:	\$14,370
Other Funds:	\$ 215,130
6. Karis, Inc. provides housing and services to homeless adults, teens and youth who are looking to move aggressively towards self-sufficiency. It currently leases the Drop In Day Center support services to homeless youth. This project is to acquire the condominium unit which they currently occupy.

_____ Subrecipient

_____ City of Grand Junction

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.
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: 250

B. Number of unduplicated LMI City residents to be served during the contract: 250

C. Of the City residents to be served, how many will: i) have new or continued access to the service/benefit: 228; 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:

Q1 62 Q2 62 Q3 63 Q4 63

3) Payment Schedule

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

4) Outcome Measures

Activity (select one) ___ Senior Service X Youth Service X 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

Every youth who enters the program/drop in center, completes an in-take package with a youth advocate. In-take forms are used to verify income. In the history of Karis and the Drop In Center there has never been a youth who did not qualify for services based on income.

_____ Subrecipient

_____ City of Grand Junction



Grand Junction City Council

Regular Session

Item #4.a.

Meeting Date: December 5, 2018

Presented By: Jodi Romero, Finance Director

Department: Finance

Submitted By: Jodi Romero

Information

SUBJECT:

A Resolution Adopting Rates, Fees, and Charges for Water, Wastewater, and Solid Waste

RECOMMENDATION:

Staff recommends the adoption of the resolution setting utility rates and fees for Water, Wastewater, and Solid Waste.

EXECUTIVE SUMMARY:

Recommended changes to rates, fees, and charges were discussed in the Council budget workshops. Rate changes for Water, Wastewater, and Solid Waste are in accordance with the financial plan and rate studies conducted and approved. Water rates are increasing, for example \$1.14 per month for the minimum water usage up to 3,000 gallons per month. There is no change to the monthly rate for wastewater and a there is a 3% increase in the plant investment fee. Changes to administrative fees reflect the cost of service and are consistent with other area utility providers. Solid Waste rates are increasing, for example \$1.25 per month for a 96-gallon container. The City's rates for Water, Wastewater, and Solid Waste services remain the lowest in the area.

BACKGROUND OR DETAILED INFORMATION:

The City operates the water, sewer, and solid waste utilities as stand-alone enterprise accounts. Rates and fees in enterprise operations are planned for and set to generate sufficient revenue to cover the cost of operations, maintenance, and capital while maintaining minimum reserves.

Rates are reviewed every year by City Council for adoption in the final budget ordinance. Rates for these services are very competitive as compared to other similar utilities in the state and are the lowest in the Grand Junction area.

Rates are developed based on a 10-year financial forecast model that includes expenses in the operational budget, as well as anticipated capital needs over the 10-year period. The forecast model is interactive and is adjusted as more accurate information becomes available throughout the year. Rates are set and adjusted in the model and can be smoothed out over several years to minimize annual increases. Small increases each year are preferred to large step increases.

Each of the three enterprise operations has been financially stable for many years. There has been very little change in operation expense over the years other than adjustments for inflation and pass-through costs such as power, gas, fuel, and material. Rates were adjusted recently in water to reflect an increased effort to replace aging water lines. Debt was recently issued in the water utility to fund the replacement water filter upgrades at the water treatment plant and repair one of our water storage reservoirs. Rates in the solid waste utility were adjusted last year to reflect anticipated increases in landfill costs.

FISCAL IMPACT:

The recommended rates and fees are incorporated in the revenues of the 2019 recommended budget, as discussed during the Council workshops, and for the wastewater fees during the Joint Persigo Board meeting.

SUGGESTED MOTION:

I move to adopt Resolution No. 74-18, a resolution adopting rates, fees and charges for water, wastewater and solid waste utilities.

Attachments

1. Rates and Fees Resolution

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. XX-18

**A RESOLUTION ADOPTING RATES, FEES AND CHARGES FOR WATER,
WASTEWATER AND SOLID WASTE UTILITIES**

Recitals:

The City of Grand Junction establishes rates, fees, and charges for Water, Wastewater and Solid Waste services, and by this resolution, the City Council establishes these rates, fees and charges to implement decisions made in the long-term financial plans for the Utilities.

Now, therefore, be it resolved that:

Effective January 1, 2019 rates for Water, Wastewater and Solid Waste utility services change according to the following schedule:

Water Rates			
City Water System	2018	2019 Proposed	Change
0 - 3,000 Gallons	\$ 19.00	\$ 20.14	\$ 1.14
3,000 – 10,000 Gallons (per 1,000)	\$ 2.75	\$ 2.92	\$ 0.17
10,000 - 20,000 Gallons (per 1,000)	\$ 3.25	\$ 3.45	\$ 0.20
> 20,000 Gallons (per 1,000)	\$ 3.80	\$ 4.03	\$ 0.23
Ridges Irrigation System			
Single Family	\$ 16.72	\$ 17.56	\$ 0.84
Multiple Family (per unit)	\$ 11.97	\$ 12.57	\$ 0.60
Bulk Water (Fill Stations)			
Per 1,000 Gallons	\$ 6.60	\$ 7.00	\$ 0.40
Untreated Water (Flow Line)			
Per 1,000 Gallons	\$ 1.00	\$ 1.60	\$ 0.60

Water Fees			
City and Kannah Creek Water Systems	2018	2019 Proposed	Change
Administrative Fees			
Returned Payment Fee	\$ 10.00	\$ 20.00	\$ 10.00
Disconnect Fee	\$ 15.00	\$ 30.00	\$ 15.00
Service Turn-on No-Show Fee	\$ 0.00	\$ 20.00	\$ 20.00
New Service Fee	\$ 8.00	\$ 15.00	\$ 7.00

Wastewater Fees			
Description	2018	2019 Proposed	Change
Plant Investment Fee	\$ 4,637.00	\$ 4,776.00	\$ 139.00
Trunk Line Extension Fee			
<u>Developer</u>			
1 unit/acre	\$ 1,255.00	\$ 1,280.00	\$ 25.00
>1-3 units/acre	\$ 1,130.00	\$ 1,153.00	\$ 23.00
>3 units/acre	\$ 837.00	\$ 854.00	\$ 17.00
<u>Builder</u>			
1 unit/acre	\$ 2,928.00	\$ 2,987.00	\$ 59.00
>1-3 units/acre	\$ 2,510.00	\$ 2,560.00	\$ 50.00
>3 units/acre	\$ 1,673.00	\$ 1,706.00	\$ 33.00

Solid Waste Rates			
Automated Monthly Container Prices	2018	2019 Proposed	Change
1-64 Gallon Container	\$ 12.44	\$ 13.00	\$ 0.56
1-96 Gallon Container	\$ 15.75	\$ 17.00	\$ 1.25
2-64 Gallon Container	\$ 19.02	\$ 20.25	\$ 1.23
1-64, 1-96 Gallon Container	\$ 22.34	\$ 23.75	\$ 1.41
2-96 Gallon Container	\$ 25.69	\$ 27.50	\$ 1.81
<u>Commercial Monthly Dumpster Prices</u>			
1-2 Cubic Yard - Pick-Up 1 Time Per Week	\$ 66.28	\$ 70.46	\$ 4.18
1-4 Cubic Yard - Pick-Up 1 Time Per Week	\$ 107.37	\$ 114.12	\$ 6.75
1-6 Cubic Yard - Pick-Up 1 Time Per Week	\$ 145.25	\$ 154.40	\$ 9.15
1-8 Cubic Yard - Pick-Up 1 Time Per Week	\$ 182.68	\$ 194.19	\$ 11.51

PASSED and ADOPTED this ___ day of _____, 2018.

President of the Council

Attest:

City Clerk



Grand Junction City Council

Regular Session

Item #4.b.

Meeting Date: December 5, 2018

Presented By: Jodi Romero, Finance Director

Department: Finance

Submitted By: Jodi Romero

Information

SUBJECT:

Resolutions Levying Taxes for the Year 2018 in the City of Grand Junction, Colorado and the Downtown Development Authority

RECOMMENDATION:

Staff recommends adopting the resolutions certifying the 2018 mill levies.

EXECUTIVE SUMMARY:

The resolutions set the mill levies for both the City of Grand Junction and the Downtown Development Authority (DDA). The mill levy is applied to the assessed valuations to determine the property tax revenue. There is no change to the mill levy for either the City or DDA.

BACKGROUND OR DETAILED INFORMATION:

The adoption of the Tax Levy Resolutions will generate property tax revenue for the City and the DDA. The amount of property tax generated is calculated by taking the adopted mill levy multiplied by the assessed valuation of property located within the taxing area. The 2018 mill levy will be assessed and collected in 2019. The 2019 tax revenue is based on the mill levy on properties valued for the period between January 1, 2016 to June 30, 2017. There is no change to the mill levy for either the City or DDA.

FISCAL IMPACT:

The revenue generated by the City's 8 mills is estimated to be \$7.7 million. The revenue generated by the Downtown Development Authority's 5 mills is estimated to be

\$240,000.

SUGGESTED MOTION:

I move to adopt Resolution No. 75-18, a resolution levying taxes for the year 2018 in the City of Grand Junction, Colorado and Resolution No. 76-18, a resolution levying taxes for the year 2018 in the Downtown Development Authority.

Attachments

1. City GJ Levy Resolution
2. GJ Tax Levy Certification
3. DDA Levy Resolution
4. DDA Tax Levy Certification

RESOLUTION NO. _____

**A RESOLUTION LEVYING TAXES FOR THE YEAR 2018 IN THE
CITY OF GRAND JUNCTION, COLORADO**

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

That there shall be and hereby is levied upon all taxable property within the limits of the **City of Grand Junction**, Colorado, for the year 2018 according to the assessed valuation of said property, a tax of eight **(8.000)** mills on the dollar (\$1.00) upon the total assessment of taxable property within the City of Grand Junction, Colorado for the purpose of paying the expenses of the municipal government of said City for the fiscal year ending December 31, 2019.

ADOPTED AND APPROVED THIS ____ day of _____, 2018.

TAX LEVY CERTIFICATION

TO COUNTY COMMISSIONERS AND ASSESSOR

STATE OF COLORADO
COUNTY OF MESA
CITY OF GRAND JUNCTION

To the Commissioners of Mesa County, Colorado:

This is to certify that the tax levy to be assessed by you upon all property within the limits of the **City of Grand Junction** for the year 2018, as determined and fixed by the City Council by Resolution duly passed on the _____ day of _____, 2018, is eight **(8.000)** mills, the revenue yield of said levy to be used for the purpose of paying the expenses of the municipal government, and you are authorized and directed to extend said levy upon your tax list.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Grand Junction, Colorado, this _____ day of _____, 2018.

City Clerk, City of Grand Junction

C: County Assessor

RESOLUTION NO. _____

**A RESOLUTION LEVYING TAXES FOR THE YEAR 2018 IN THE
DOWNTOWN DEVELOPMENT AUTHORITY**

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

That there shall be and hereby is levied upon all taxable property within the Grand Junction, Colorado, **Downtown Development Authority** limits, for the year 2018 according to the assessed valuation of said property, a tax of five **(5.000)** mills on the dollar (\$1.00) upon the total assessment of taxable property within the City of Grand Junction, Colorado, Downtown Development Authority, for the purpose of paying the expenses of said Authority for the fiscal year ending December 31, 2019.

ADOPTED AND APPROVED THIS ___ day of _____, 2018.

President of the Council

ATTEST:

City Clerk

TAX LEVY CERTIFICATION

TO COUNTY COMMISSIONERS AND ASSESSOR

STATE OF COLORADO
COUNTY OF MESA
CITY OF GRAND JUNCTION

To the Commissioners of Mesa County, Colorado:

This is to certify that the tax levy to be assessed by you upon all property within the Grand Junction, Colorado, **Downtown Development Authority** limits, for the year 2018, as determined and fixed by the City Council by Resolution duly passed on the _____ day of _____, 2018, is five **(5.000)** mills, the revenue yield of said levy to be used for the purpose of paying the expenses of the Grand Junction, Colorado, Downtown Development Authority, and you are authorized and directed to extend said levy upon your tax list.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Grand Junction, Colorado, this _____ day of _____, 2018.

City Clerk, City of Grand Junction

C: County Assessor



Grand Junction City Council

Regular Session

Item #4.c.

Meeting Date: December 5, 2018

Presented By: Jodi Romero, Finance Director

Department: Finance

Submitted By: Jodi Romero

Information

SUBJECT:

A Resolution for Allocation of Certain Property Tax and Sales Tax Revenues for the Grand Junction Downtown Development Authority and for Certification of Property Tax Distribution Percentages to the County Assessor

RECOMMENDATION:

Staff recommends approval of the resolutions allocating certain property tax and sales tax revenues for the Downtown Development Authority and the certification of property tax distribution to the County Assessor.

EXECUTIVE SUMMARY:

The Downtown Development Authority was formally established in 1981 and is funded in part through tax increment funding (TIF) revenues. Through State statute, the DDA receives these revenues from all the taxing jurisdictions within the DDA boundary. This Resolution affirms the commitment of 100% of the City property taxes attributable to the increment in property assessments. This resolution also confirms the commitment of 100% of the City sales tax revenues within the DDA district attributable to the increment of sales tax growth.

BACKGROUND OR DETAILED INFORMATION:

The DDA was formally established in 1981 and operated under the provisions of the original statute enabling legislation for its first thirty years. Ad valorem real property tax revenues attributable to the growth in the taxable assessed basis of property within the DDA boundary (the "increment") are the primary source of capital funds for DDA projects. Tax revenues derived from the increment are held in a special revenue fund

used exclusively for debt service for DDA undertakings. The City of Grand Junction further established sales tax increment districts in the DDA and have paid revenues to the DDA attributable to the increment in sales tax growth.

In 2008 the Colorado legislature modified 31-25-807, C.R.S., to allow the extension of Downtown Development Authorities for an additional twenty-year term, subject to new provisions regarding the increment. During the twenty-year extension the DDA shall receive 50% of the property tax revenues attributable to the increment in property assessments as measured from a new base year of 1991, unless a taxing entity agrees to allocate a greater percentage.

The DDA receives property tax revenues attributable to the increment from several other local taxing authorities in addition to the City; Mesa County (General Fund and Human Services levies), School District 51, Mesa County Public Library District, Colorado River Water District, Grand Valley Drainage District, and the Mosquito Control District.

During the process extending the authorization of the DDA, School District 51 agreed to allocate 100% of the increment revenues to the DDA during the extension period (Board of Education Resolution 10/11: 90). The remainder of taxing entities have not allocated any additional revenues beyond the base 50% mandated by state law, including most recently, the Mesa County Public Library District Board which voted in June 2012 to allow only the base 50% allocation.

Additionally, 31-25-807, C.R.S., requires that the governing body (the City of Grand Junction) annually certify and itemize to the County Assessor the property tax distribution percentages from each of the taxing entities that contribute to the special revenue fund. The proposed Property Tax TIF Resolution directs the City Manager to provide such certification to the County Assessor. The Sales Tax TIF Resolution confirms the commitment of 100% of the DDA district sales taxes attributable to the increment of sales tax growth.

FISCAL IMPACT:

Under the provisions of 31-25-807, C.R.S., local taxing entities, including the City of Grand Junction, are not required to provide any additional TIF allocation beyond the statutory requirement of 50%. In agreeing to a 100% allocation of property tax increment and sales tax increment revenues, the City is foregoing an estimated \$81,000 in property tax revenues and a total of \$440,450 in sales tax revenues for 2019.

The Downtown Development Authority (DDA) participates in the downtown police officers by paying for a portion of the costs of the officers at an amount equal to 50% of the sales tax TIF.

SUGGESTED MOTION:

I move to adopt Resolution No. 77-18, a resolution for allocation of certain property tax revenues for the Grand Junction Downtown Development Authority and for certification of property tax distribution percentages to the County Assessor and Resolution No. 78-18, a resolution for allocation of certain sales tax revenues for the Grand Junction Downtown Development Authority.

Attachments

1. DDA Property Tax TIF Resolution
2. DDA Sales Tax Resolution

RESOLUTION NO. ____-18

**A RESOLUTION FOR ALLOCATION OF CERTAIN PROPERTY TAX REVENUES
FOR THE GRAND JUNCTION DOWNTOWN DEVELOPMENT AUTHORITY AND
FOR CERTIFICATION OF PROPERTY TAX DISTRIBUTION PERCENTAGES TO
THE COUNTY ASSESSOR**

Recitals:

WHEREAS, the Grand Junction Downtown Development Authority (“DDA”) was established and exists to enhance the built environment of the public spaces, buildings, and property by the expenditure of money to prevent and remedy slum and blight within the boundaries of the DDA; and,

WHEREAS, the DDA strives to create a more pleasing urban environment and expand the opportunities for residents and visitors to experience a quality urban landscape, streets, buildings and design in public places; and,

WHEREAS, in 2008 the Colorado Legislature changed section 31-25-807, C.R.S., providing that fifty percent (50%) of the property taxes levied, or such greater amount as may be set forth in an agreement negotiated by the municipality and the respective public bodies, shall be paid into the special fund of the municipality (which portion of the taxes is also and may for the purpose of this resolution be known as and referred to as the “increment” of the “TIF”); and,

WHEREAS, section 31-25-807, C.R.S., further requires that the governing body annually certify to the county assessor an itemized list of the property tax distribution percentages attributable to the special fund of the municipality from the mill levies of each public body; and,

WHEREAS, the City of Grand Junction has committed to allocate one hundred percent (100%) of the ad valorem property tax increment to the DDA debt service fund; and,

WHEREAS, the purpose of the allocation shall be for the continued construction of capital improvement projects as provided by state law in the City of Grand Junction’s downtown area; and,

WHEREAS, such allocation is in the best interests of the community of the City of Grand Junction;

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

1. The City of Grand Junction agrees that one hundred percent (100%) of the ad valorem property taxes attributable to the increment of assessed values of properties

located within the DDA boundaries and subject to the City of Grand Junction mill levy for the benefit and use of the DDA for the 2019 budget period. Funds shall be approved for expenditure in accordance with City financial policies but shall not constitute funds of the City for any purpose, including but not limited to the application of Article X, Section 20 of the Colorado Constitution.

2. The City Manager is hereby authorized and directed to certify to the county assessor the property tax distribution percentages attributable to the special fund of the municipality from the mill levies of each participating public body.

PASSED and ADOPTED this ____ day of _____, 2018.

President of the Council

Attest:

City Clerk

RESOLUTION NO. ____-18

A RESOLUTION FOR ALLOCATION OF CERTAIN SALES TAX REVENUES FOR THE GRAND JUNCTION DOWNTOWN DEVELOPMENT AUTHORITY

Recitals:

WHEREAS, the Grand Junction Downtown Development Authority (“DDA”) was established and exists to enhance the built environment of the public spaces, buildings, and property by the expenditure of money to prevent and remedy slum and blight within the boundaries of the DDA; and,

WHEREAS, the DDA strives to create a more pleasing urban environment and expand the opportunities for residents and visitors to experience a quality urban landscape, streets, buildings and design in public places; and,

WHEREAS, the City of Grand Junction has committed to allocate one hundred percent (100%) of the sales tax increment to the DDA debt service fund; and,

WHEREAS, the purpose of the allocation shall be for the continued construction of capital improvement projects as provided by state law in the City of Grand Junction’s downtown area; and,

WHEREAS, such allocation is in the best interests of the community of the City of Grand Junction;

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

1. The City of Grand Junction agrees that one hundred percent (100%) of the sales taxes attributable to the increment of sales tax growth within sales tax districts located within the DDA boundaries for the benefit and use of the DDA for the 2019 budget period. Funds shall be approved for expenditure in accordance with City financial policies but shall not constitute funds of the City for any purpose, including but not limited to the application of Article X, Section 20 of the Colorado Constitution.

PASSED and ADOPTED this ____ day of _____, 2018.

President of the Council

Attest:

City Clerk



Grand Junction City Council

Regular Session

Item #4.d.

Meeting Date: December 5, 2018

Presented By: Rob Schoeber, Parks and Recreation Director

Department: Parks and Recreation

Submitted By: Traci Wieland, Parks and Recreation Deputy Director

Information

SUBJECT:

A Resolution Authorizing the City Manager to Submit a Grant Request to the State Board of the Great Outdoors Colorado Trust Fund for Sponsorship of a School Yard Initiative Grant for Nisley Elementary School

RECOMMENDATION:

Adopt a resolution authorizing the City Manager to submit a grant request to the State Board of the Great Outdoors Colorado Trust for Sponsorship of a School Yard Initiative Grant for Nisley Elementary School.

EXECUTIVE SUMMARY:

GOCO's 2015 strategic planning process identified connecting youth with the outdoors as one of Coloradan's greatest concerns determining that families often aren't able to access close to home outdoor places, and that their home communities frequently lack safe outdoor areas to play in and explore. By improving school grounds, GOCO aims to bring nature and opportunities to those spaces youth and families most often frequent.

The GOCO School Yard Initiative is an annual funding opportunity to revitalize school playgrounds and outdoor learning environments. Per the constitutional amendment that created GOCO, a school must partner with an eligible entity, such as a local government. Those eligible entities may sponsor projects on behalf of ineligible entities, allowing schools the opportunity to construct projects on school grounds.

The School Yard Initiative is one of a dozen funding programs available through GOCO and does not compete with or inhibit the City of Grand Junction from submitting other

grants. Furthermore, the request to serve as applicant does not require any matching funds from the City of Grand Junction, operational responsibility, or maintenance of the improvements.

The School District is responsible for all project planning, community outreach, construction, and grant writing. In addition, the School District will retain ownership of the property and will be responsible for maintaining the project in a high quality condition for its useful life. The City's role would be limited to the passing of a Council resolution; signing of the grant, grant agreement, finance reports, and an IGA; and distribution of funds to the school.

GOCO requires an intergovernmental agreement (IGA) between the City of Grand Junction and the School District. Such an agreement was in place for the successful Orchard Avenue Elementary School project awarded in 2017 and completed in November of 2018. This IGA will be reviewed by the City and updated as necessary to be submitted with the application. The Parks and Recreation Advisory Board reviewed the request and recommended proceeding with the application at their November 1, 2018 meeting.

BACKGROUND OR DETAILED INFORMATION:

GOCO's 2015 strategic planning process again identified connecting youth with the outdoors as one of Coloradan's greatest concerns. Though Colorado's outdoor assets are vast, youth focus group participants shared that their families often aren't able to access even relatively nearby outdoor places, and that their home communities frequently lack safe outdoor areas to play in and explore. By improving school grounds, GOCO aims to bring nature and opportunities to play and learn to the spaces youth and families access most often.

The GOCO School Yard Initiative is a once a year funding opportunity to revitalize school playgrounds and outdoor learning environments across the state with an emphasis on nature-based play. Per the constitutional amendment that created GOCO, a school must partner with an eligible entity, such as a local government. Those eligible entities may sponsor projects on behalf of entities that are not eligible for GOCO funding; allowing schools the opportunity to construct projects on school grounds. For the purposes of this initiative, the local government will serve as the applicant, and the school will serve as the partner. The School Yard Initiative is one of a dozen funding programs available through GOCO, and this initiative does not compete with or inhibit the City of Grand Junction from submitting for any other initiative. Furthermore, the request to serve as applicant does not require any matching funds from the City of Grand Junction, operational responsibility, or maintenance of the improvements.

The School District is responsible for all project planning, community outreach,

construction, and grant writing. In addition, the School District will retain ownership of the property and will be responsible for maintaining the project in a high quality condition for its useful life. The City's role would be to:

- Designate a primary contact for the grant
- Sign the application
- Pass a Council resolution
- Work with the school to establish an IGA
- Sign the grant agreement
- Serve as the fiscal agent
- Finance signs reports
- Receives grant funds from GOCO
- Distributes funds to school

GOCO requires an intergovernmental agreement (IGA) between the City of Grand Junction and the School District. Such an agreement was in place for the successful Orchard Avenue Elementary School project awarded in 2017 and completed in November of 2018. This IGA will be reviewed by the City and updated as necessary to be submitted with the application.

FISCAL IMPACT:

There is no fiscal impact to the City of Grand Junction. The City will serve as fiscal agent receiving the grant funds from GOCO then distributing them to Nisley Elementary School for reimbursement of all design and construction services associated with the project. GOCO funds are not subject to TABOR, so this agreement will not have an impact on revenue limitations.

Nisley Elementary School will be required to provide a 25% overall project match with 10% of that being cash. They can request a maximum grant award of \$110,000 which includes a \$10,000 allocation for design services. GOCO believes there is great value in schools working with a professional design consultant to help with creative and innovative design, to ensure the school site can accommodate that design, and to provide insight into what the project might cost.

SUGGESTED MOTION:

I move to adopt Resolution No. 79-18, a resolution supporting the grant application for a School Yard Grant from the State Board of the Great Outdoors Colorado Trust Fund for Nisley Elementary School.

Attachments

1. Resolution for a Grant Request

RESOLUTION NO. __-18

**A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A SCHOOL YARD
GRANT FROM THE STATE BOARD OF THE GREAT OUTDOORS COLORADO
TRUST FUND FOR NISLEY ELEMENTARY SCHOOL**

Recitals:

Parent Teacher Organization (PTO) and faculty from Nisley Elementary School, a school operated by Mesa County Valley School District No. 51 ("District"), requested sponsorship from the City of Grand Junction for support of the Nisley Elementary School ("Project").

The Project plan depends in significant part on receipt of funding in the amount up to \$110,000 from a Great Outdoors Colorado ("GOCO") grant, and in order for the grant application to be made the City must agree to sign the grant application and serve as the grantee of the grant.

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

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

- 1: The City Council of the City of Grand Junction strongly supports the application to GOCO to obtain funds needed to complete the Project. The City Manager is authorized and directed to work with the District to review, finalize and timely submit such GOCO grant application.
- 2: If the grant is awarded, the City Council of the City of Grand Junction strongly supports the completion of the Project, and authorizes the City Manager to sign an appropriate grant agreement on behalf of the City as grantee of the GOCO grant.
- 3: If the grant is awarded, the City Council of the City of Grand Junction further authorizes the City Manager to negotiate and sign an intergovernmental agreement between the City and the District regarding the GOCO grant. Such agreement shall provide for, but may not be limited to—
 - a. Pass-through to the District of GOCO grant funds received by the City for the Project;

- b. The District's assumption of the City's obligations under the GOCO grant agreement,
 - c. Confirmation that the District has raised and set aside sufficient funds to satisfy GOCO's matching funds requirement(s) for the Project;
 - d. The District's payment of Project construction costs as they come due; and
 - e. The District's agreement to maintain the Project in high quality condition once it is complete and during its useful life, subject to annual appropriation.
- 6: This Resolution shall be in full force and effect from and after its passage and adoption.

Passed and adopted this ____ day of _____, 2018.

President of the City Council

ATTEST:

City Clerk



Grand Junction City Council

Regular Session

Item #4.e.

Meeting Date: December 5, 2018

Presented By: Kristen Ashbeck, Senior Planner/ CDBG Admin

Department: Community Development

Submitted By: Kristen Ashbeck

Information

SUBJECT:

A Resolution Concerning the Issuance of a Revocable Permit to Downtown Grand Junction REgeneration LLC to Allow for Construction of a Sanitary Sewer Line within the Right-of-Way of the North-South Alley in Block 84, Plat of the Town of Grand Junction

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

Downtown Grand Junction REgeneration LLC is requesting a Revocable Permit for an underground, Metropolitan District sewer line to cross the north-south alley public right-of-way within the R-5 block, located between 7th and 8th Streets and Rood and Grand Avenues. The sewer line will be constructed with the first phase of development of the Lowell Village Townhomes project. The Revocable Permit allows the City to acknowledge the encroachment while retaining the ability to require the removal of the sewer line from the right-of-way should it be necessary in the future.

BACKGROUND OR DETAILED INFORMATION:

The property at 710 North 7th Street known as the R-5 block is in the process of obtaining approval to construct the first phase of development for the Lowell Village Townhomes project. The first phase is for four townhome units with detached garages and flex space above the garages on the northwest corner of White Avenue and 8th Street. Sanitary sewer service will be provided to these units from a private line to be constructed in the private access drive, and extending to the existing public main that is

in an easement just east of the R-5 school building. In order to connect to the main, the proposed new line will need to cross the existing north-south alley right-of-way within the block. The proposed sanitary sewer line will ultimately be operated and maintained by the Lowell Village Metropolitan District.

The Revocable Permit allows the City to acknowledge the construction of this line within its right-of-way while retaining the ability to require the removal of the sanitary sewer line from the right-of-way should it be necessary in the future.

FISCAL IMPACT:

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

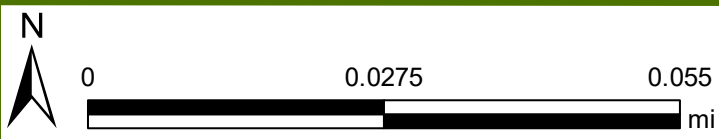
SUGGESTED MOTION:

I move to adopt Resolution No. 80-18, a resolution concerning the issuance of a revocable permit to Downtown Grand Junction REgeneration LLC to allow for construction of a sanitary sewer line within the right-of-way of the north-south alley in Block 84, Plat of the Town of Grand Junction.

Attachments

1. R-5 Revocable Permit Maps
2. Proposed Resolution with Revocable Permit

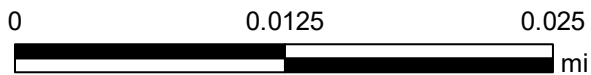
Block 84 Plat of Town of Grand Junction



Printed: 11/14/2018

1 inch = 94 feet

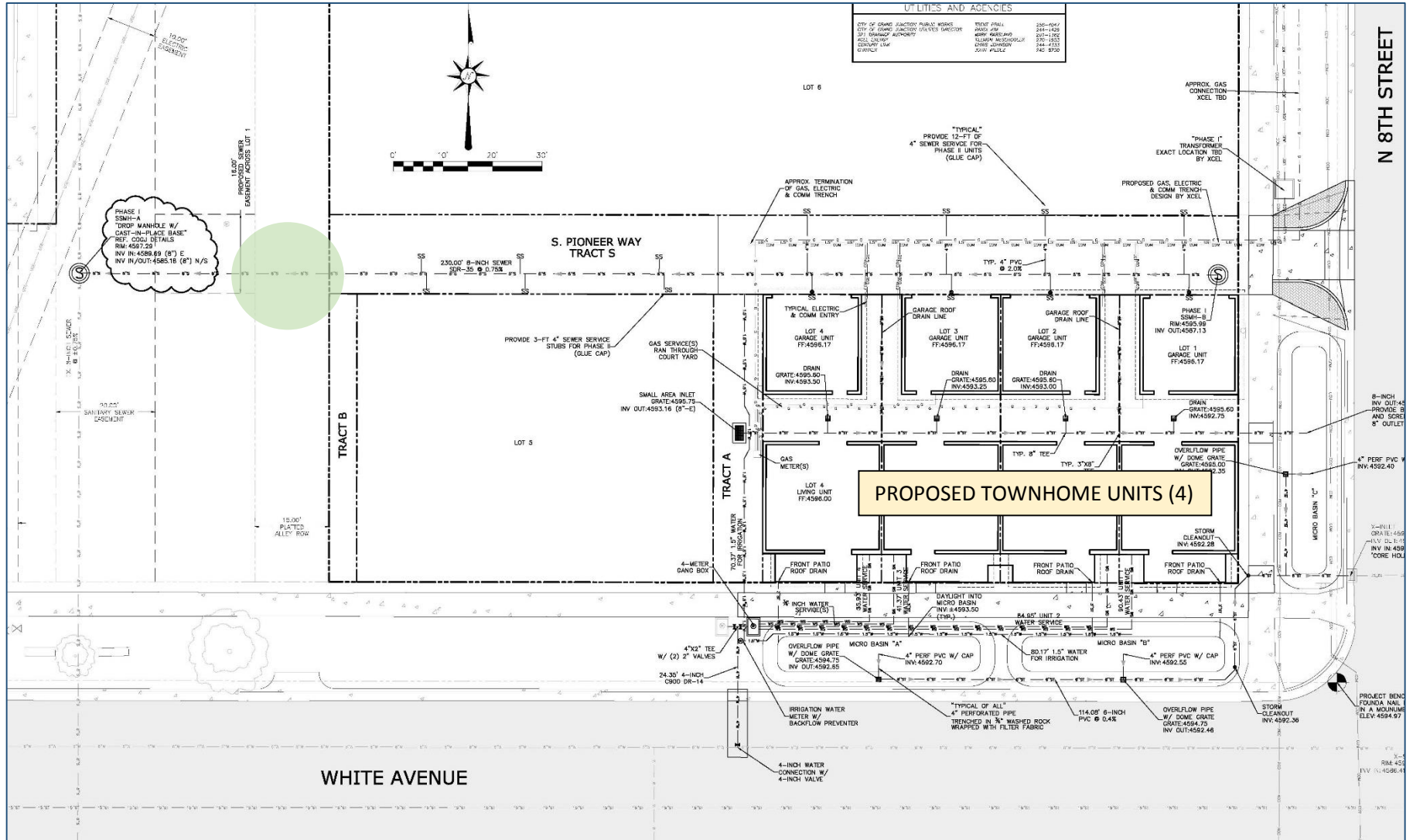
Location of Proposed Sewer Line Crossing Alley ROW



Printed: 11/14/2018

1 inch = 47 feet

AREA OF PROPOSED METROPOLITAN DISTRICT SANITARY SEWER LINE CROSSING NORTH-SOUTH ALLEY RIGHT-OF-WAY



RESOLUTION NO. __-18

**A RESOLUTION CONCERNING
THE ISSUANCE OF A REVOCABLE PERMIT TO DOWNTOWN GRAND JUNCTION
REGENERATION LLC TO ALLOW FOR CONSTRUCTION OF A SANITARY SEWER
LINE WITHIN THE RIGHT-OF-WAY OF THE NORTH-SOUTH ALLEY IN BLOCK 84,
PLAT OF THE TOWN OF GRAND JUNCTION**

Recitals.

A. Downtown Grand Junction Regeneration LLC, hereinafter referred to as the Petitioner, represents it is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit: LOTS 2, 3 and 4 of R5 Block Subdivision Amended

B. The Petitioner has requested that the City of Grand Junction issue a Revocable Permit to allow the construction of a sanitary sewer line within a portion of the north-south alley in Block 84, Plat of the Town of Grand Junction, subject to the terms of the permit, within the limits of the following described alley public right-of-way, to wit (refer to Exhibit A for graphical representation):

A certain parcel of land lying in the Southeast Quarter (SE 1/4) of Section 14, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, lying across the right-of-way of an Alley of R5 Block Subdivision Amended, recorded at Reception No: 2835112 at the office of the Mesa County Clerk and Records Office and being more particularly described as follows:

Commencing at the Southwest corner of Lot 2 of said R5 Block Subdivision Amended whence the Northwest corner of said Lot 2 bears N00°01'40"E with all bearings being relative thereto; thence N00°01'40"E along the West line of said Lot 2, a distance of 58.08 feet to the Point Of Beginning; thence N89°55'18"W, a distance of 15.00 feet to the East line of Lot 1 of said R5 Block Subdivision Amended; thence N00°01'40"E along said East line of Lot 1, a distance of 16.00 feet; thence S89°55'18"E, a distance of 15.00 feet to the West Line of said Lot 2; thence S00°01'40"W along the West Line of said Lot 2, a distance of 16.00 feet to the Point of Beginning.

Said description contains an area of 240 SQ FT more or less, as described herein and illustrated on Exhibit A.

C. Relying on the information supplied by the Petitioner and contained in File No. SUB-2018-578 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. Downtown Grand Junction Regeneration LLC, hereinafter referred to as the Petitioner, represents it is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit: LOTS 2, 3 and 4 of R5 Block Subdivision Amended

B. The Petitioner has requested that the City of Grand Junction issue a Revocable Permit to allow the construction of a sanitary sewer line within a portion of the north-south alley in Block 84, Plat of the Town of Grand Junction, subject to the terms of the permit, within the limits of the following described alley public right-of-way, to wit (refer to Exhibit A for graphical representation):

A certain parcel of land lying in the Southeast Quarter (SE 1/4) of Section 14, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, lying across the right-of-way of an Alley of R5 Block Subdivision Amended, recorded at Reception No: 2835112 at the office of the Mesa County Clerk and Records Office and being more particularly described as follows:

Commencing at the Southwest corner of Lot 2 of said R5 Block Subdivision Amended whence the Northwest corner of said Lot 2 bears N00°01'40"E with all bearings being relative thereto; thence N00°01'40"E along the West line of said Lot 2, a distance of 58.08 feet to the Point Of Beginning; thence N89°55'18"W, a distance of 15.00 feet to the East line of Lot 1 of said R5 Block Subdivision Amended; thence N00°01'40"E along said East line of Lot 1, a distance of 16.00 feet; thence S89°55'18"E, a distance of 15.00 feet to the West Line of said Lot 2; thence S00°01'40"W along the West Line of said Lot 2, a distance of 16.00 feet to the Point of Beginning.

Said description contains an area of 240 SQ FT more or less, as described herein and illustrated on Exhibit A.

C. Relying on the information supplied by the Petitioner and contained in File No. SUB-2018-578 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:

Downtown Grand Junction Regeneration LLC

AGREEMENT

Downtown Grand Junction Regeneration LLC, for the itself and its 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.

Downtown Grand Junction Regeneration LLC

State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this _____ day of _____, 2018, by Downtown Grand Junction Regeneration LLC.

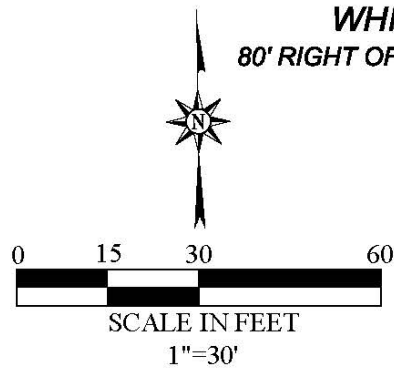
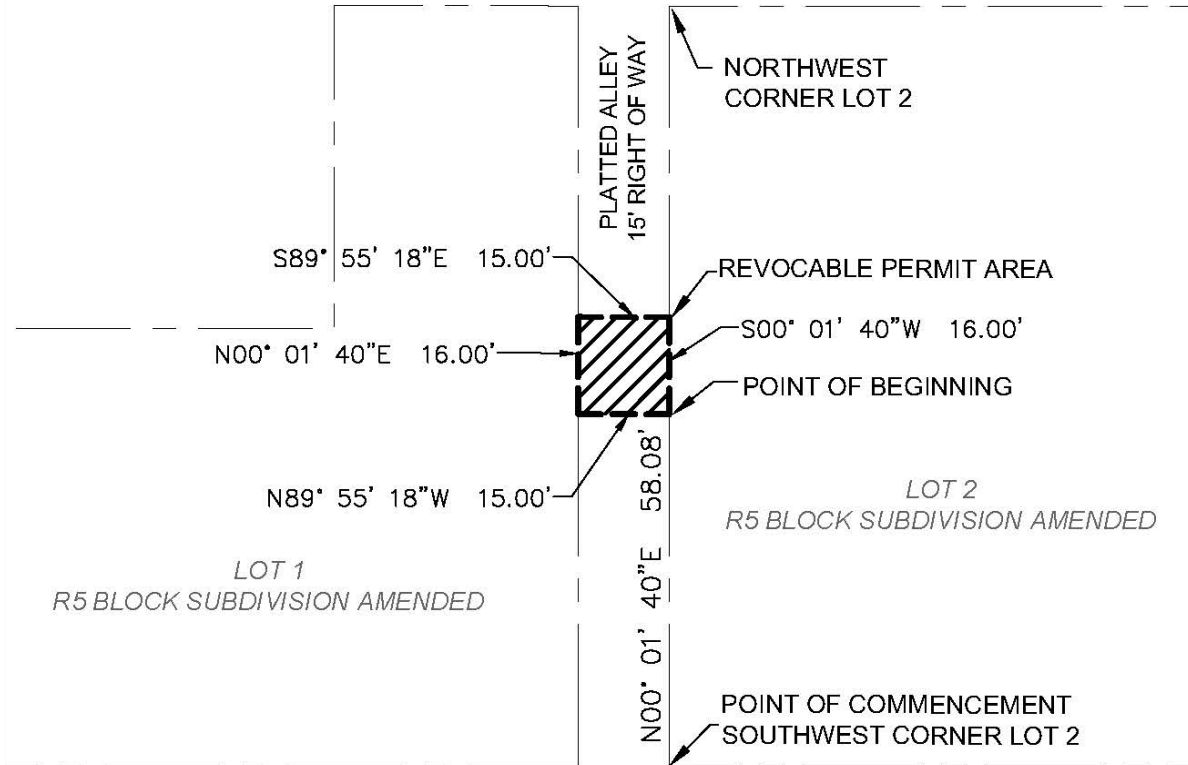
My Commission expires: _____
Witness my hand and official seal.

Notary Public

EXHIBIT A

REVOCABLE PERMIT

Located within the SE 1/4 of Section 14, Township 1 South, Range 1 West, Ute Meridian,
City of Grand Junction, County of Mesa, State of Colorado



*This Exhibit is not intended to be used for establishing or verifying property boundary lines.
*Linear units are in U.S. Survey Feet.

CHRISTOPHER C. RANSIER
CO PLS 38089
717 CENTAURI DRIVE
GRAND JUNCTION, CO 81506



Grand Junction City Council

Regular Session

Item #4.f.

Meeting Date: December 5, 2018

Presented By: Kathy Portner, Community Services Manager

Department: Community Development

Submitted By: Kathy Portner

Information

SUBJECT:

A Resolution Renaming Devils Thumb Drive to Zenith Lane

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

The owners of lots 98 through 119 of Sundance Village Subdivision, fronting on Devils Thumb Drive and located south of F ¼ Road and west of 25 Road, have requested to change the street name to Zenith Lane, consistent with the continuation of the street to the north of F ¼ Road.

BACKGROUND OR DETAILED INFORMATION:

Title 21.06.010(b)(6) of the Grand Junction Municipal Code states a street naming system shall be maintained to facilitate the provisions of necessary public services and provide more efficient movement of traffic. For consistency, this system shall be adhered to on all newly platted, dedicated, or named streets and roads. Existing streets and roads not conforming or inconsistent to the addressing system shall be made conforming as the opportunity occurs.

There are 22 undeveloped townhome properties in the Sundance Village Subdivision addressed off of Devil's Thumb Drive under two ownerships. The owners have requested a street name change to Zenith Lane consistent with the street name it aligns with directly to the north. The consistent street name will aid in wayfinding and alleviate confusion caused by opposing streets with different names. The proposed

name change will not negatively impact adjacent land uses or neighborhood stability or character.

FISCAL IMPACT:

There is no direct fiscal impact to the City. The cost of replacing the existing street signs will be borne by the applicant, Senegy Builders, LLC.

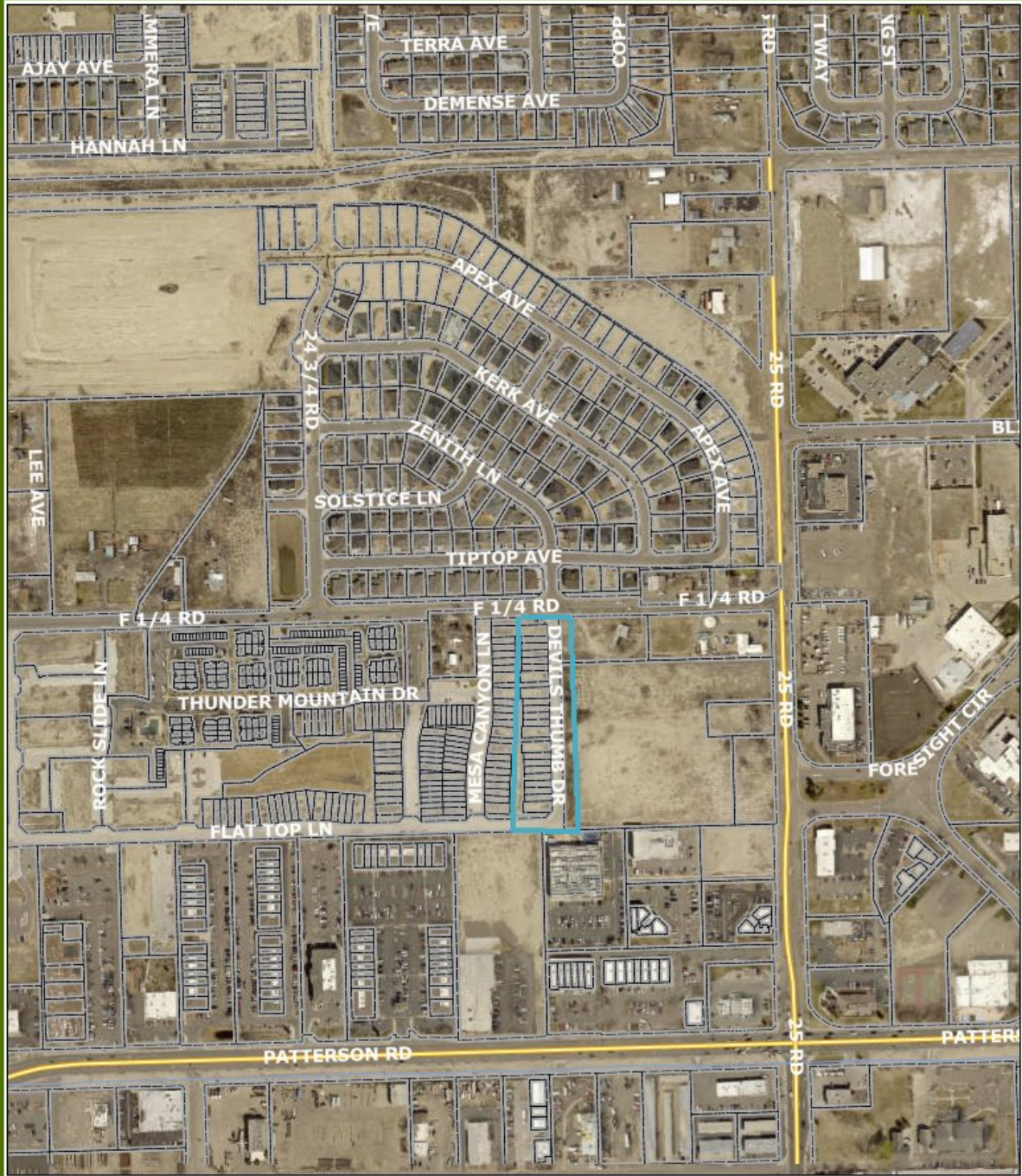
SUGGESTED MOTION:

I move to adopt Resolution No. 81-18, a resolution renaming Devils Thumb Drive to Zenith Lane.

Attachments

1. Site Location Map
2. Resolution

City of Grand Junction



Printed: 11/16/2018

1 inch = 376 feet



CITY OF GRAND JUNCTION

RESOLUTION NO. __-18

A RESOLUTION RENAMING DEVILS THUMB DRIVE TO ZENITH LANE

Recitals.

Title 21.06.010(b)(6) of the Grand Junction Municipal Code states a street naming system shall be maintained to facilitate the provisions of necessary public services and provide more efficient movement of traffic. For consistency, this system shall be adhered to on all newly platted, dedicated, or named streets and roads. Existing streets and roads not conforming or inconsistent to the addressing system shall be made conforming as the opportunity occurs.

There are 22 undeveloped townhome properties in the Sundance Village Subdivision addressed off of Devil's Thumb Drive under two ownerships. The owners have requested a street name change to Zenith Lane consistent with the street name it aligns with directly to the north. The consistent street name will aid in wayfinding and alleviate confusion caused by opposing streets with different names. The proposed name change will not negatively impact adjacent land uses or neighborhood stability or character.

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

That Devils Thumb Drive, as depicted on Sundance Village Subdivision plat, recorded in Book 4727, Page 587-592, Mesa County Clerk and Recorder, is hereby changed to Zenith Lane.

ADOPTED AND APPROVED THIS ____ day of _____, 2018.

ATTEST:

City Clerk

President of City Council



Grand Junction City Council

Regular Session

Item #4.g.

Meeting Date: December 5, 2018

Presented By: Kathy Portner, Community Services Manager

Department: Community Development

Submitted By: Kathy Portner

Information

SUBJECT:

A Resolution Renaming Jarvis Way to Dos Rios Drive, Located in Jarvis Subdivision, Filing Three

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

The original plat for the City-owned property, formerly known as the Jarvis property, dedicated the right-of-way access from Riverside Parkway to serve Lot 12 which was sold to Sunshine Polishing. Since the platting occurred prior to the conceptual planning for the rest of the property, the street name shown on the plat was Jarvis Way. The project is now referred to as Riverfront at Dos Rios and the street that will loop through the property will be named Dos Rios Drive.

BACKGROUND OR DETAILED INFORMATION:

Title 21.06.010(b)(6) of the Grand Junction Municipal Code states a street naming system shall be maintained to facilitate the provisions of necessary public services and provide more efficient movement of traffic. For consistency, this system shall be adhered to on all newly platted, dedicated, or named streets and roads. Existing streets and roads not conforming or inconsistent to the addressing system shall be made conforming as the opportunity occurs.

The original plat for the City-owned property, formerly known as the Jarvis property, dedicated the right-of-way access from Riverside Parkway to serve Lot 12 which was

sold to Sunshine Polishing. Since the platting occurred prior to the conceptual planning for the rest of the property, the street name shown on the plat was Jarvis Way. Since then, the project is now referred to as Riverfront at Dos Rios and the street that will loop through the property will be named Dos Rios Drive and future plats of the property will show the right-of-way with that name.

FISCAL IMPACT:

There is no fiscal impact to the City specific to the street name change.

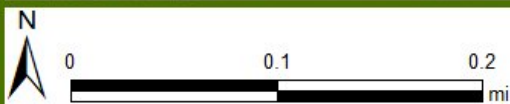
SUGGESTED MOTION:

I move to adopt Resolution No. 82-18, a resolution renaming Jarvis Way to Dos Rios Drive, located in Jarvis Subdivision, Filing Three.

Attachments

1. Vicinity Site Map
2. Resolution

Vicinity Site Map



Printed: 11/16/2018

1 inch = 376 feet



CITY OF GRAND JUNCTION

RESOLUTION NO. __-18

**A RESOLUTION RENAMING JARVIS WAY TO DOS RIOS DRIVE
LOCATED IN JARVIS SUBDIVISION, FILING THREE**

Recitals.

Title 21.06.010(b)(6) of the Grand Junction Municipal Code states a street naming system shall be maintained to facilitate the provisions of necessary public services and provide more efficient movement of traffic. For consistency, this system shall be adhered to on all newly platted, dedicated, or named streets and roads. Existing streets and roads not conforming or inconsistent to the addressing system shall be made conforming as the opportunity occurs.

The original plat for the City-owned property, formerly known as the Jarvis property, dedicated the right-of-way access from Riverside Parkway to serve Lot 12 which was sold to Sunshine Polishing. Since the platting occurred prior to the conceptual planning for the rest of the property, the street name shown on the plat was Jarvis Way. The project is now referred to as Riverfront at Dos Rios and the street that will loop through the property will be named Dos Rios Drive.

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

That Jarvis Way, as depicted on Jarvis Subdivision, Filing Three plat, recorded Reception Number 2834555, Drawer No. C3-118, Mesa County Clerk and Recorder, is hereby changed to Dos Rios Drive.

ADOPTED AND APPROVED THIS ____ day of _____. 2018.

ATTEST:

City Clerk

President of City Council



Grand Junction City Council

Regular Session

Item #4.h.

Meeting Date: December 5, 2018

Presented By: Doug Shoemaker, Chief of Police

Department: Police

Submitted By: Doug Shoemaker

Information

SUBJECT:

Intergovernmental Agreement with Colorado Department of Transportation (CDOT) for the Installation of Automated License Plate Readers on CDOT Intelligent Transportation Systems

RECOMMENDATION:

Staff recommends adoption of the resolution.

EXECUTIVE SUMMARY:

The purpose of this item is to authorize the City Manager to sign an Intergovernmental Agreement (IGA) with the Colorado Department of Transportation (CDOT) for the installation of license plate readers on CDOT infrastructure.

BACKGROUND OR DETAILED INFORMATION:

In order to cooperate and jointly accomplish activities that will maximize limited public resources, law enforcement agencies have approached CDOT requesting permission to install license plate readers on CDOT infrastructure. The use of license plate readers has demonstrated high levels of efficiency and effectiveness in identifying, interdicting and apprehending stolen vehicles and criminal offenders.

The attached IGA describes the roles and responsibilities of each agency and the maintenance of the system.

FISCAL IMPACT:

As the ALPR's are already purchased, there is no other fiscal impact involved in

utilizing CDOT's bridge infrastructure to install the cameras.

SUGGESTED MOTION:

I move to adopt Resolution No. 83-18, a resolution authorizing an agreement between the City of Grand Junction and the Colorado Department of Transportation (CDOT) to install Automated License Plate Readers on CDOT Intelligent Transportation Systems.

Attachments

1. Intergovernmental Agreement
2. Resolution

Intergovernmental Agreement between CDOT and [Agency] to install ALPR System on CDOT ITS Infrastructure

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement"), made this _____ day of _____, 201_, by and between the State of Colorado for the use and benefit of THE COLORADO DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "CDOT", and [AGENCY] hereinafter referred to as "Agency". CDOT and [Agency] also may be hereinafter referred to individually as "Party" or jointly as the "Parties".

I. FACTUAL RECITALS

1. Law enforcement agencies have approached CDOT requesting permission to affix or install Automated License Plate Readers ("ALPR") on CDOT Intelligent Transportation Systems ("ITS") infrastructure.
2. CDOT supports working with law enforcement agencies regarding use of ALPR that have demonstrated high levels of efficiency and effectiveness in identifying, interdicting and apprehending stolen vehicles and criminal offenders.
3. CDOT believes that it is reasonable to allow law enforcement agencies to affix or install ALPR and necessary equipment (collectively the "ALPR System") on CDOT ITS infrastructure provided that the ALPR System is used in an appropriate manner and only for bonafide public safety purposes, and that the ALPR System and data generated by the ALPR System is only used for official and legitimate law enforcement business.
4. The Colorado State Patrol ("CSP") has developed ALPR evaluation assessment and checklist criteria that law enforcement agencies must complete, and which CSP must review and approve, prior to law enforcement agencies approaching CDOT to request permission to affix or install the ALPR System on CDOT ITS infrastructure.
5. [Agency] affirms that the ALPR System has been reviewed and approved by CSP in accordance with applicable CSP ALPR evaluation and assessment and checklist criteria; therefore [Agency] requests permission to affix or install the ALPR System on CDOT ITS infrastructure, specifically on [identify infrastructure/device] on [identify state highway and milepost] (collectively the "Infrastructure/Device on State Highway/Milepost").
6. CDOT and [Agency] believe that both Parties will receive benefit from this partnership and desire to enter into this Agreement pursuant to Section C.R.S. 43-1-1204, as amended, in order to cooperate and to jointly accomplish activities that will maximize limited public resources and will accomplish the implementation in an effective and efficient manner.
7. CDOT and [Agency] recognize and agree that there are certain general agreed upon construction and maintenance processes and procedures, which are necessary with respect to the division of roles and responsibilities for accomplishing the project. Such general processes and procedures and roles and responsibilities are identified in Section II below (STATEMENT OF WORK).

8. This Agreement is executed by CDOT under the authority of Sections 43-1-105, 43-1-116 and 43-1-1204, C.R.S., as amended, and by [Agency] as evidenced by the Resolution attached hereto as **Exhibit A**.

NOW, THEREFORE, it is hereby agreed that,

II. STATEMENT OF WORK

1. "The Work" shall consist of, but is not limited to, agreements concerning ownership of the Infrastructure/Device on State highway/Milepost and the [Agency] ALPR System, construction and installation processes and procedures, roles and responsibilities and maintenance responsibilities of each Party that are identified below in:

Section III. GENERAL PROVISIONS,

Section IV. OWNERSHIP OF THE CDOT ITS INFRASTRUCTURE,

Section V. OWNERSHIP OF THE [AGENCY] ALPR SYSTEM,

Section VI. ROLES AND RESPONSIBILITIES OF [AGENCY],

Section VII. ROLES AND RESPONSIBILITIES OF CDOT,

Section VIII. MAINTENANCE OF THE [AGENCY] ALPR SYSTEM.

2. [Agency] shall perform the Work and services in accordance with the terms and conditions of this Agreement and shall comply in its entirety with the following: the following exhibits, which are referenced hereto and incorporated herein:

CDOT's 2017 version of Standard Specifications for Road and Bridge Construction, which are referenced hereto and incorporated herein, and which can be accessed at the following web site: <http://www.coloradodot.info/business/designsupport/construction-specifications>.

Notwithstanding the foregoing, the Parties agree that Section 103 Award and Execution of Contract in CDOT's 2017 version of Standard Specifications for Road and Bridge Construction shall not apply to this Agreement.

3. [Agency] shall perform the Work and services in accordance with the following exhibit, which is referenced hereto and incorporated herein:

- a. **Exhibit B** – ITS Sample Specifications. (Shall be attached only if applicable.)

4. [Agency] shall obtain CDOT Region Permits, as applicable, in accordance with the terms and conditions of this Agreement prior to accessing the Infrastructure/Device on State Highway/Milepost to install and maintain the ALPR System. The following identifies the applicable CDOT Region Permits and explains the process by which the applicable CDOT Region Permits can be obtained.

- a. CDOT Region Utility and Special Use Permit - Installation. This permit is required to perform any construction or installation activities and can be obtained at the following web site:

<https://www.codot.gov/business/permits/utilitiesspecialuse/online-permit-application>.

After accessing the web site:

- Click on Utility and Special Use Permits (Traffic Cone Icon).
- Click on Region on the map.
- Enter email address to receive password.
- Enter password.
- Select Create New Application.
- Under Purpose of Permit, select Installation and complete permit.

This permit shall be referred to in this Agreement as the “CDOT Region Utility Permit”.

b. CDOT Region Utility and Special Use Permit - Maintenance. This permit is required to perform maintenance activities and can be obtained at the following web site:

<https://www.codot.gov/business/permits/utilitiesspecialuse/online-permit-application>.

After accessing the web site:

- Click on Utility and Special Use Permits (Traffic Cone Icon).
- Click on Region on the map.
- Enter email address to receive password.
- Enter password.
- Select Create New Application.
- Under Purpose of Permit, select Maintenance of the Existing Facility and complete permit.

This permit shall be referred to in this Agreement as the “CDOT Region Maintenance Permit”. It should be noted that the expiration date of the CDOT Region Maintenance Permit will be the same date on which the [Agency] or [Agency’s Contractor’s] insurance, which is required in accordance with Section XIII.12 below (Insurance Requirements), expires. Following issuance of the CDOT Region Maintenance Permit the CDOT automated system will send notification to [Agency] or [Agency’s Contractor] thirty (30) days prior to the expiration date of the CDOT Region Maintenance Permit. It shall be the sole responsibility of [Agency] or [Agency’s Contractor] to ensure that the CDOT Region Maintenance Permit is renewed by contacting CDOT Region Utilities and providing a copy of updated/renewed [Agency] or [Agency’s Contractor’s] insurance.

III. GENERAL PROVISIONS

1. This fully executed Agreement shall serve as the instrument of:
 - a. [Agency] shall insure that the APLR System is free and clear of any and all debt including, but not limited to, materials, labor installation cost (both [Agency] and any and all sub-contractors hired by [Agency]) and any and all other legal actions, claims, liens, etc. that

might be levied against the Infrastructure/Device on State Highway/Milepost within the State Highway Rights-of-Way ("ROW"). If [Agency] fails to comply with this provision, and fails to cure such breach in accordance with Section XIII.3 below (Default), this Agreement and any current permits issued by CDOT shall terminate.

- b. CDOT's grant of non-exclusive access to [Agency] to affix or install the ALPR System on the Infrastructure/Device on State Highway/Milepost within the State Highway ROW and the CDOT Region Utility Permit give [Agency] the right to construct the ALPR System and CDOT's grant of the CDOT Region Maintenance Permit gives [Agency] the right to maintain the ALPR System provided that [Agency] complies with all applicable provisions in this Agreement and CDOT Region Utility Permit and CDOT Region Maintenance Permit, as applicable. CDOT Region Utility Permit and CDOT Region Maintenance Permit may be referred together in this Agreement, where applicable, as (collectively the "CDOT Region Permits").
2. CDOT agrees to renew the CDOT Region Utility Permit and the CDOT Region Maintenance Permit as often as necessary, provided that all terms and conditions with respect to application for the CDOT Region Permits as identified in Section VI below (ROLES AND RESPONSIBILITIES OF [AGENCY]) are completely satisfied, to ensure both the CDOT Region Utility Permit and the CDOT Region Maintenance Permit are continuously in effect, as applicable, throughout the term of this Agreement.
3. [Agency] agrees to affix or install the ALPR System on the Infrastructure/Device on State Highway/Milepost in accordance with all applicable standards and specifications identified in Section II.2 above (STATEMENT OF WORK), all applicable provisions in the CDOT Region Utility Permit and in accordance with this Agreement.
4. [Agency] recognizes and acknowledges that the ALPR System is to be used in an appropriate manner and only for bonafide public safety purposes, and that the ALPR System and data generated by the ALPR System is only used for official and legitimate law enforcement business.
5. [Agency] agrees to comply with CDOT's 2017 version of Standard Specifications for Road and Bridge Construction as identified in Section II.2 above (STATEMENT OF WORK), where applicable, and as required by CDOT to design, affix or install the ALPR System on the Infrastructure/Device on State Highway/Milepost within the State Highway ROW.
6. CDOT prepared ITS Sample Specifications ("Specifications") including, but not limited to, conduit duct, pull box and fiber markers, as applicable. Such Specifications are attached to this Agreement as further identified in **Exhibit B**. (Shall be attached only if applicable.)

IV. OWNERSHIP OF THE CDOT ITS INFRASTRUCTURE

1. ITS infrastructure including all ancillary cabling, connectors, cabinets and other that is part of the Infrastructure/Device on State Highway/Milepost within the State Highway ROW shall be solely owned by CDOT.

V. OWNERSHIP OF THE [AGENCY] ALPR SYSTEM

1. All infrastructure consisting of the [Agency] ALPR System that [Agency] procures and affixes or installs on the Infrastructure/Device on State Highway/Milepost shall be solely owned by [Agency], except [Agency] shall not own the Infrastructure/Device on State Highway/Milepost or any real property within the State Highway ROW.

VI. ROLES AND RESPONSIBILITIES OF [AGENCY]

With respect to affixing or installing or maintaining the ALPR System on the Infrastructure/Device on State Highway/Milepost and related Work, [Agency] shall perform or cause to be performed and be responsible for the following functions:

1. Comply with all applicable provisions, terms and conditions as required and as identified in this Agreement.
2. Manage and administer the Work, records, [Agency] billings and payments, and all related activities to ensure that all applicable federal and state statutes, regulations, standards, plans, specifications and procedures are satisfied.
3. Prepare and provide [Agency] ALPR Plans (the "ALPR Plans") to CDOT in hard copy and appropriate electronic format for review, comment and approval prior to any installation or related construction activity as part of affixing or installing the ALPR System on the Infrastructure/Device on State Highway/Milepost within the State Highway ROW. [Agency] shall also provide to CDOT ("As-Constructed ALPR Plans") within sixty (60) days following final acceptance of the ALPR System affixed or installed on the Infrastructure/Device on State Highway/Milepost by the CDOT Project Engineer. The As-Constructed ALPR Plans shall be provided in the same electronic format as the ALPR Plans and in SHP file format.
4. Prior to any installation or related construction activity as part affixing or installing the ALPR System on the Infrastructure/Device on State Highway/Milepost within the State Highway ROW, apply for and obtain the CDOT Region Utility Permit, which authorizes installation and construction of the ALPR System on the Infrastructure/Device on State Highway/Milepost, and comply with all applicable provisions, terms and conditions of the CDOT Region Utility Permit and apply for and obtain any and all other federal, state and/or local permits that may be necessary. The CDOT Region Utility Permit addresses, but is not limited to, the following requirements: insurance and bonding during construction, traffic control, worker safety, general construction provisions, environmental provisions, facility relocation procedures, maintenance roles and responsibilities, access to the Infrastructure/Device on State Highway/Milepost within the State Highway ROW.
5. Apply for and obtain the CDOT Region Maintenance Permit and comply with all applicable provisions, terms and conditions of the CDOT Region Maintenance Permit in order to perform maintenance activities on the ALPR System on the Infrastructure/Device on State Highway/Milepost within the State Highway ROW. The CDOT Region Maintenance Permit must be applied for and obtained, and renewed as identified in Section II.4.b above (STATEMENT OF WORK) throughout the entire term of this Agreement.

6. Apply for and obtain all other federal, state and/or local permits that may be necessary to affix or install the ALPR System on the Infrastructure/Device on State Highway/Milepost and as a condition of obtaining the CDOT Region Utility Permit. It shall be the sole responsibility of Agency to pay for all associated fees and costs of such permits and comply with the terms and conditions of such permits.
7. Perform all construction related activities regarding affixing or installing the ALPR System on the Infrastructure/Device on State Highway/Milepost within the State Highway ROW in accordance with approved ALPR Plans, CDOT's 2017 version of Standard Specifications for Road and Bridge Construction and **Exhibit B**, as applicable, project schedules and permit requirements to the extent required under this Agreement, and pay for all costs associated with affixing or installing the ALPR System on the Infrastructure/Device on State Highway/Milepost within the State Highway ROW including all communications costs reoccurring and otherwise, solely at [Agency] expense without seeking reimbursement from CDOT in any manner whatsoever, during the entire term of this Agreement.
8. Require that any and all contractors, sub-contractors, agents and entities involved in the performance of the Work related to affixing or installing the ALPR System on the Infrastructure/Device on State Highway/Milepost within the State Highway ROW as identified in this Agreement comply with and adhere to all terms, conditions and provisions identified in this Agreement and the applicable CDOT Region Permits.
9. Remedy any and all damage(s), solely at [Agency] expense and without seeking reimbursement from CDOT in any manner whatsoever, to the Infrastructure/Device on State Highway/Milepost caused as a direct result of improper or careless affixing or installing or maintaining the ALPR System on the Infrastructure/Device on State Highway/Milepost.
10. Perform all maintenance activities on the ALPR System including, but not limited to, upgrades, replacements, firmware, and software and other solely at [Agency] expense without seeking reimbursement from CDOT in any manner whatsoever, in accordance with the terms and conditions of the CDOT Region Maintenance Permit and this Agreement.
11. Not impede or restrict in any manner whatsoever CDOT performance of maintenance to the Infrastructure/Device on State Highway/Milepost, which CDOT may perform at any time and to the extent necessary as determined solely based on CDOT's discretion and authority.
12. Not have any claim against CDOT should CDOT exercise its right, subject to and in accordance with the provisions, terms and conditions of this Agreement, to terminate this Agreement.

VII. ROLES AND RESPONSIBILITIES OF CDOT

With respect to affixing or installing or maintaining the ALPR System on the Infrastructure/Device on State Highway/Milepost and related Work, CDOT shall perform or cause to be performed and be responsible for the following functions:

1. Comply with all applicable provisions, terms and conditions as required and as identified in this Agreement.

2. Grant non-exclusive access to [Agency] to the Infrastructure/Device on State Highway/Milepost within the State Highway ROW throughout the entire term of this Agreement including any subsequent time period extension to this Agreement with the condition that such non-exclusive access shall be effective upon execution of this Agreement without requiring any subsequent agreement or further action.
3. Review the ALPR Plans and provide approval or comments within fifteen (15) business days after receipt of the ALPR Plans, and provide approval or comments within fifteen (15) business days after receipt of any subsequent plans submitted by [Agency] that are required to facilitate affixing or installing the ALPR System to the Infrastructure/Device on State Highway/Milepost within the State Highway ROW.
4. Provide technical support, advice and assistance to [Agency] to apply for and obtain the applicable CDOT Region Utility Permit and the applicable CDOT Region Maintenance Permit to affix or install or maintain the ALPR System on the Infrastructure/Device on State Highway/Milepost within the State Highway ROW.
5. Issue the CDOT Region Utility Permit within forty-five (45) days of receiving [Agency's] properly completed application including all other required federal, state and/or local permits provided that no mitigating circumstances, requirements, clearances or other issues must be addressed thereby making issuance of said CDOT Region Utility Permit not possible within forty-five (45) days.
6. Issue the CDOT Region Maintenance Permit within fifteen (15) days of receiving [Agency's] properly completed application provided that no mitigating circumstances or other issues must be addressed thereby making issuance of said CDOT Region Maintenance Permit not possible within fifteen (15) days.
7. Assign a CDOT Project Engineer to perform construction inspection activities related to affixing or installing the ALPR System on the Infrastructure/Device on State Highway/Milepost within the State Highway ROW, as deemed necessary, to ensure that the ALPR System is properly affixed or installed on the Infrastructure/Device on State Highway/Milepost within the State Highway ROW in accordance with approved ALPR Plans, CDOT's 2017 version of Standard Specifications for Road and Bridge Construction and **Exhibit B**.
8. Allow [Agency] to connect the ALPR System to the electrical power source on the Infrastructure/Device on State Highway/Milepost within the State highway ROW, solely in CDOT's discretion, provided that said connection is performed in accordance with the ALPR Plans and approved by the CDOT Project Engineer, and pay for the ALPR System monthly reoccurring electrical charges, solely at CDOT expense and without seeking reimbursement from [Agency] in any manner whatsoever, as part of and combined with the Infrastructure/Device on State Highway/Milepost.
9. Waive any and all fees and costs to the [Agency] directly associated to obtain the CDOT Region Utility Permit and the CDOT Region Maintenance Permit.

10. Remedy any and all damage(s), solely at CDOT expense and without seeking reimbursement from [Agency] in any manner whatsoever, to the ALPR System caused as a direct result of improper or careless maintenance activities on the Infrastructure/Device on State Highway/Milepost.

VIII. MAINTENANCE OF THE [AGENCY] ALPR SYSTEM

The Parties agree that the following maintenance provisions shall apply to the [Agency] ALPR System affixed or installed on the Infrastructure/Device on State Highway/Milepost within the State Highway ROW for the entire term of this Agreement:

1. Routine Maintenance: [Agency] shall be solely responsible to perform Routine Maintenance on the ALPR System including, but not limited to, upgrades, replacements, firmware, and software and other. Routine Maintenance shall also include performing locates on any [Agency]-owned lateral fiber cable that [Agency] installed in the vicinity of the Infrastructure/Device on State Highway/Milepost to perform a communication connection to the ALPR System within three (3) business days from receipt of Utility Notification Center of Colorado (UNCC) notice unless Force Majeure, severe weather, highway closures or extreme safety hazards exist. [Agency] shall perform all Routine Maintenance at its own expense and shall not seek reimbursement from CDOT for any and all cost associated with Routine Maintenance performed by [Agency] on the ALPR System.
2. Registering the [Agency]-Owned Lateral Fiber with UNCC: [Agency] shall register and pay for all fees solely at [Agency's] expense to register any [Agency]-owned lateral fiber cable that [Agency] installed in the vicinity of the Infrastructure/Device on State Highway/Milepost to perform a communications connection to the ALPR System with the UNCC.
3. Emergency and Extraordinary Repairs: [Agency] shall be solely responsible to perform Emergency and Extraordinary Repairs on any [Agency]-owned lateral fiber cable that [Agency] installed in the vicinity of the Infrastructure/Device on State Highway/Milepost to perform a communications connection to the ALPR System. For purposes of this Section, Emergency and Extraordinary Repairs shall mean repairs required because the [Agency]-owned lateral fiber cable has been cut, severed or crushed. [Agency] shall perform necessary Emergency and Extraordinary Repairs, including repairing or replacing the conduit and splicing and reconnecting of the fibers in the [Agency]-owned lateral fiber cable solely at its own expense and shall not seek reimbursement from CDOT for any and all cost associated with Emergency and Extraordinary Repairs performed; except to the extent that such damage is caused by CDOT in which case Agency should file a liability claim through the normal CDOT claims process; however, provided only that [Agency]-owned lateral fiber cable was properly registered with the UNCC as identified in paragraph 2 above in this same Section and that [Agency]-owned lateral fiber cable was properly located as identified in paragraph 1 above in this same Section.
4. Notification: In the event that [Agency] performs Emergency and Extraordinary Repairs identified in paragraph 3 above in this same Section, [Agency] shall notify CDOT as soon as is reasonable and practicable, and shall make reasonable effort to notify CDOT while such Emergency and Extraordinary Repair is in progress. [Agency's] notification shall include, to the extent practicable, the nature, location and duration of the Emergency and Extraordinary Repair, and shall be to the CDOT representative identified in Section XII below (CONTACTS AND NOTICE ADDRESS). A

telephone call followed by an email with an electronic receipt shall constitute acceptable notification as required in this same paragraph 4.

5. Entering Other Party's Pull Boxes, Vaults and Manholes: For safety and security reasons pertaining to the ALPR System and to the Infrastructure/Device on State Highway/Milepost, neither Party, including but not limited to, that Party's employees, subcontractors, agents, entities, etc. shall enter the other Party's pull boxes, vaults and/or manholes without receiving written permission, which shall be acceptable in the form of email from the Party's representative identified in Section XII below (CONTACTS AND NOTICE ADDRESS), except where entry is necessary to perform Emergency and Extraordinary Repairs identified in paragraph 3 above in this same Section and in accordance with the notification provision pertaining to Emergency and Extraordinary Repairs identified in paragraph 4 above in this same Section.
6. Leaving Area of Maintenance and Repair in Good Condition: [Agency] shall, with respect to any and all maintenance and repair activities performed on the ALPR System including any [Agency]-owned lateral fiber cable within the State Highway ROW, restore the affected area, including but not limited to, landscaping, trees, sod, sprinkler systems and pathways, to the same or better condition as before. Failure by [Agency] to comply with this provision shall provide basis for CDOT to seek restitution from [Agency] for all damages and any and all other remedies that are afforded CDOT within this Agreement. [Agency] shall maintain the ALPR System and any [Agency]-owned lateral fiber cable within the State Highway ROW in good repair and in tenantable condition free of trash and debris during the term of this Agreement.
7. Compliance with CDOT Region Maintenance Permit: [Agency] shall comply with all terms, conditions and provisions contained in the CDOT Region Maintenance Permit regarding performance of all maintenance activities including, but not limited to, acceptable days and hours to access the ALPR System within the State Highway ROW, submittal of method of handling traffic (MHT) while performing maintenance activities, CDOT approval of MHT, safety, insurance requirements, etc.
8. Relocation: Each Party recognizes that from time to time due to highway and/or transportation projects in the State Highway ROW, it may become necessary to relocate the either a portion, or all, of the infrastructure installed in the Infrastructure/Device on State Highway/Milepost within the State Highway ROW. If such relocation becomes necessary for whatever reason, CDOT shall be solely responsible for all costs incurred to relocate the Infrastructure/Device on State Highway/Milepost and [Agency] shall be solely responsible for all cost incurred to relocate the ALPR System and including any [Agency]-owned lateral fiber cable within the State Highway ROW. To accomplish relocation of the ALPR System and including any [Agency]-owned lateral fiber cable within the State Highway ROW for which [Agency] is solely and entirely responsible, [Agency] shall have the following two (2) options:
 - a. Hire a contractor to relocate the ALPR System and including any [Agency]-owned lateral fiber cable within the State Highway ROW in accordance with CDOT construction plans and schedules. [Agency] shall direct such contractor to coordinate with the contractor CDOT hires to perform construction and relocation of the Infrastructure/Device on State Highway/Milepost within the State highway ROW to ensure that the ALPR System and

including any [Agency]-owned lateral fiber cable within the State Highway ROW are relocated in a coordinated manner and that the project is successfully completed.

- b. Authorize the contractor hired by CDOT to relocate the Infrastructure/Device on State Highway/Milepost within the State Highway ROW in accordance with CDOT construction plans and schedules. [Agency] shall be solely responsible to pay for all cost associated to relocate the ALPR System and including any [Agency]-owned lateral fiber cable within the State Highway ROW.

Due to the vested interest that [Agency] has in the ALPR System and including any [Agency]-owned lateral fiber cable within the State Highway ROW, CDOT shall use commercially reasonable efforts to give [Agency] notice of relocation as soon as CDOT becomes aware of such relocation and CDOT shall keep [Agency] well informed throughout the entire relocation process, including but not limited to, development of relocation project plans and schedules. Also, CDOT shall give [Agency] an official notice that identifies the date on which the relocation project is scheduled to begin at least sixty (60) days prior to the commencement of such relocation project.

9. Right of Access: It is understood and agreed that [Agency] intends to use the ALPR System in an appropriate manner and only for bonafide public safety purposes, and that the ALPR System and data generated by the ALPR System is only used for official and legitimate law enforcement business. [Agency] shall also have the right to access the Infrastructure/Device on State Highway/Milepost within the State highway ROW to perform Routine Maintenance and Emergency and Extraordinary Repairs activities pursuant to this Agreement and in accordance with the terms and conditions identified in the CDOT Region Maintenance Permit.

CDOT shall, at all times have the right to access and inspect all equipment and infrastructure within the ALPR System to ensure that it complies with environmental regulations, the terms and conditions of this Agreement and applicable CDOT Region Utility Permit and the CDOT Region Maintenance Permit. [Agency] shall not use the ALPR System and including any [Agency]-owned lateral fiber cable within the State Highway ROW for any purposes other than those identified in this Agreement and applicable CDOT Region Utility Permit and the CDOT Region Maintenance Permit without the express written consent of CDOT.

10. Loss of Use: [Agency's] loss of use of the Infrastructure/Device on State Highway/Milepost within the State highway ROW including electrical power allowed by CDOT to the ALPR System shall not entitle [Agency] to any damages or loss from CDOT, in any manner whatsoever, for loss of use, which loss of use could be attributed, but not limited to, as a result of any maintenance or relocation of the Infrastructure/Device on State Highway/Milepost within the State highway ROW or any other activity described in this same Section or any other unforeseen circumstance that may result in such loss of use, and such loss of use does not relieve [Agency] from any obligations assumed by this Agreement, or from complete and proper fulfillment of the terms and conditions of this Agreement, neither does it entitle [Agency] to any compensation for damages or loss from CDOT, in any manner whatsoever, for such loss of use.

IX. TERM OF AGREEMENT

The term of this Agreement shall be from the date of full execution by the Executive Director of the Colorado Department of Transportation, or his Designee, for an initial term of five (5) years. However, if the Parties so desire, the term may be extended for a subsequent time period of five (5) years, which shall not be unreasonably withheld, by written amendment to this Agreement. If the Parties decide not to renew this Agreement, CDOT shall immediately rescind grant of non-exclusive access to [Agency] for the Infrastructure/Device on State Highway/Milepost within the State highway ROW and CDOT, in its sole discretion and authority, may require [Agency] to disconnect and remove the ALPR System and including any [Agency]-owned lateral fiber cable within the State Highway ROW and restore the affected area to its condition prior to the beginning of this Agreement, normal wear and tear excluded, at [Agency's] sole cost and expense, no later than ninety (90) days following the termination date. [Agency] must give written notice of intent to renew or not renew this agreement, in accordance with and to the address identified in Section XII below (CONTACTS AND NOTICE ADDRESS), at least six (6) months prior to expiration of initial term.

X. DISPUTES

Resolution of disputes or disagreements on any matter relating to the Work shall be subject to a three-step process. Upon written notification of either Party to the other Party that a dispute exists, the matter shall first be submitted jointly to the Party's representatives identified in Section XII below (CONTACTS AND NOTICE ADDRESS). These Parties shall collaborate to resolve the dispute. If a resolution cannot be achieved within thirty (30) days' time, the matter shall be submitted jointly to [Agency's] (insert title here) and CDOT's Director of the Division of Transportation Systems Management & Operations (TSM&O). If a resolution cannot be achieved within thirty (30) days' time at this level, the matter shall be submitted jointly for final resolution of the dispute to [Agency's] (insert title here) and CDOT's Executive Director. The Parties agree that participation in each of these administrative procedures shall be a condition precedent to initiation of litigation, except in the case of emergency or other conditions that entitle either Party to injunctive or emergency relief from a court of competent jurisdiction, in which event no participation in the foregoing alternative dispute resolution process will be required.

XI. PERSONNEL/COMPENSATION

Neither Party to this Agreement shall be required to pay any compensation to the other Party for any services of Party personnel rendered hereunder. Nothing in this Agreement shall be construed to place the personnel of either Party under the control or employment of the other Party. Each Party remains responsible for all pay, entitlement, employment decisions and worker's compensation liabilities, for its own personnel. Nothing in this Agreement is intended to create or grant to any third party or person any right or claim for damages, or the right to bring or maintain any action at law, nor does either Party waive its immunities at law, including immunity granted under the Colorado Governmental Immunity Act.

XII. CONTACTS AND NOTICE ADDRESS

Notice Address:

For CDOT:

For [Agency]:

Colorado Department of Transportation

425C Corporate Circle

Golden, CO 80401

Attn: ITS Branch Manager

303-512-5800

With a copy to:

Colorado Department of Transportation

425C Corporate Circle

Denver, CO 80401

Attn: ITS Maintenance & Operations Manager

303-512-5834

With a copy to:

All notices, demands and requests required or permitted to be given under this Agreement (collectively the "Notices") must be in writing and shall be deemed to have been given as of the date such Notice is (i) hand delivered to the Party intended, (ii) delivered to the Notice Address above or the then designated address of the Party intended by use of a nationally recognized overnight courier for delivery to the then designated address of the Party intended on the next business day), (iii) rejected at the then designated address of the Party intended, provided such Notice was sent prepaid, or (iv) sent by nationally recognized overnight courier or by United States Certified Mail, return receipt requested, postage prepaid and addressed to the then designated address of the Party intended or (v) sent via email to the contact specified in this same Section XII (CONTACTS AND NOTICE ADDRESS), with an electronic receipt. The initial notice address designated for each Party shall be as listed above. Upon at least ten (10) days' prior written notice, each Party shall have the right to change its address to any other address within the United States of America.

XIII. GENERAL AGREEMENT PROVISIONS

1. Termination for Cause: If either Party shall fail to fulfill, in a timely and proper manner, its material obligations under this Agreement, or if either Party shall violate any of the material covenants, agreements, or stipulations of this Agreement, the other Party shall thereupon have the right to terminate for cause by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination, provided that the provisions identified in Section X above (DISPUTES) have been mutually satisfied, and further provided that the defaulting Party shall have thirty (30) days after receipt of written notice of the default in which to cure its failure or violation, in which case this Agreement shall not terminate, and further provided that the cure period shall be extended if the nature of the cure is such that it reasonably requires more than thirty (30) days to cure, and the defaulting Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion in which case this Agreement shall not terminate. Notwithstanding anything to the contrary in this Agreement, including but not limited to the exhibits, CDOT shall not have the right

to terminate this Agreement for any reason other than an uncured default by [Agency] pursuant to this same paragraph 1 (Termination for Cause).

2. Termination for Convenience: If at any time during the term of this Agreement, it becomes economically, technologically, or legally advisable in [Agency's] business judgment for [Agency] to discontinue utilizing the ALPR System affixed or installed on the Infrastructure/Device on State Highway/Milepost within the State highway ROW, [Agency] may terminate this Agreement on thirty (30) days written notice to CDOT.
3. Default: Either Party may terminate this Agreement by giving written notice of breach or default if the other Party (a) becomes insolvent, unable to pay debts when due, or the subject of bankruptcy proceedings not terminated within thirty (30) days of any filing; or makes a general assignment for the benefit of creditors; or if a receiver is appointed for substantially all of its property; or (b) breaches or defaults on its obligations under this Agreement, and in either case fails to cure the breach or default within thirty (30) days after receipt of written notice, provided, however, that the cure period shall be extended if the nature of the cure is such that it reasonably requires more than thirty (30) days to cure, and the defaulting Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion in which case this Agreement shall not terminate. Notwithstanding anything to the contrary in this Agreement, including but not limited to the exhibits, in no event shall the cure period for either Party to cure any breach or default be less than the cure period set forth in this same paragraph 3 (Default). Furthermore, notwithstanding anything to the contrary in this Agreement, including but not limited to the exhibits, in no event may either Party terminate this Agreement as the result of an uncured breach or default unless the requirements in paragraph 1 above (Termination for Cause) have been satisfied.
4. Effect of Termination: CDOT, at its sole discretion and authority, may require [Agency] to disconnect and remove the ALPR System and including any [Agency]-owned lateral fiber cable within the State Highway ROW and restore the affected area to its condition prior to the beginning of this Agreement, normal wear and tear excluded, at [Agency's] sole cost and expense, no later than ninety (90) days following the termination date. If the ALPR System and including any [Agency]-owned lateral fiber cable within the State Highway ROW are not removed from the State Highway ROW within this period of time, CDOT shall have the right to have the ALPR System and including any [Agency]-owned lateral fiber cable within the State Highway ROW removed from the State Highway ROW at [Agency's] expense.
5. Severability: To the extent performance of the obligations of the Party may be accomplished within the intent of this Agreement, the terms of this Agreement 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. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.
6. Complete Integration: This Agreement, including all exhibits, and the terms of the CDOT Region Permits, issued to [Agency] are intended as the complete integration of all understandings among the Parties regarding oversight and compensation therefore in connection with the Work. This

Agreement, including all exhibits, and the CDOT Region Permits supersede any and all prior written or oral agreements and there are no covenants, conditions or agreements between the Parties except as set forth herein. 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 written contract executed and approved pursuant to the State of Colorado Fiscal Rules.

7. Waiver: No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder. The Parties do not waive any of the provisions of the Governmental Immunity Act, C.R.S. 24-10-101, et seq.
8. Appropriation of Funds: In accord with the Colorado Constitution, Article X, Section 20, performance of the State's obligations under this Agreement is expressly subject to appropriation and availability of funds for that purpose.
9. Taxes, Utilities, Maintenance and other Expenses: It is understood and agreed that except as otherwise provided by law, all taxes, assessments, insurance, utilities and other operating costs and the cost of all maintenance, repairs, and improvements, and all other direct costs, charges and expenses of any kind whatsoever respecting [Agency's] use and occupancy of the State Highway ROW shall be solely borne by [Agency] and not by CDOT.
10. Assignment: This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Neither Party shall assign, sublet, delegate, or transfer any of its rights or obligations hereunder without the prior written consent of the other Party; provided, however, that notwithstanding anything to the contrary in this same Section or the Agreement, including but not limited to the exhibits, [Agency] shall be allowed to assign this Agreement, in whole or in part, upon thirty (30) days written notice to CDOT, to any parent, affiliate or subsidiary of [Agency]. In the event that [Agency] assigns this Agreement, [Agency] shall use a written agreement to make that assignment, and [Agency] shall include language in that agreement that expressly requires any assignee to assume all of [Agency's] obligations and duties under this Agreement to CDOT for the term of this Agreement. Furthermore, [Agency] shall provide CDOT, within fifteen (15) days of executing such assignment, a copy of the assignment agreement.
11. No Third Party Beneficiary: It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Agreement shall give or allow any such claim of right of action by any other or third person or entity on such Agreement. It is the express intent of the Parties hereto that any person or entity, other than the Parties to this Agreement, receiving services or benefits under this Agreement shall be deemed incidental beneficiaries only.
12. Insurance Requirements:

- (a) General. [Agency] shall require its contractors, sub-contractors, agents and entities in the performance of the Work as identified in this Agreement to obtain and maintain, at all times during the duration of this Agreement, insurance in the kinds and amounts detailed below or in the kinds and amounts identified on the CDOT Utility/Special Use Permit Application for the applicable CDOT Region Utility Permit or the CDOT Region Maintenance Permit, whichever is greater. [Agency] shall require any contractor working for them on the ALPR System and including any [Agency]-owned lateral fiber cable within the State Highway ROW to obtain like coverage in the same kinds and amounts and to provide an endorsement naming CDOT on all required insurance policies identified below.

The following insurance requirements must be in effect during the entire term of this Agreement. [Agency] shall, at its sole cost and expense, obtain insurance on the ALPR System and including any [Agency]-owned lateral fiber cable within the State Highway ROW against loss resulting from fire, theft or other casualty. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies licensed to do business in the State of Colorado with a minimum A.M. Best financial rating of A-, VII. If CDOT or the State Controller changes its insurance requirements at any time during the term of this Agreement, upon notification to [Agency], [Agency] shall update its policy to comply with these requirements. [Agency] shall update such policy to become effective upon the date provided by CDOT regarding such change to CDOT or the State Controller insurance requirements. CDOT shall notify [Agency] of any changes to its insurance requirements no later than sixty (60) days prior to such change.

- (b) Worker's Compensation. Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all employees acting within the course and scope of their employment and work on the activities authorized by this Agreement.
- (c) General Liability. Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, including self-insurance to the levels noted in the Colorado Governmental Immunity Act (if applicable), covering the ALPR System and including any [Agency]-owned lateral fiber cable within the State Highway ROW, operations, fire damage, liability arising from acts of independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

1. \$1,000,000 each occurrence;
2. \$1,000,000 general aggregate;
3. \$1,000,000 products and completed operations aggregate; and
4. \$50,000 any one fire.

If any aggregate limit is reduced below, \$1,000,000 because of claims made or paid, [Agency], or as applicable, its contractor, shall immediately obtain additional insurance to restore the full aggregate limit and furnish to CDOT a certificate or other document satisfactory to CDOT showing compliance with this provision.

- (d) Automobile Liability. Automobile Liability Insurance covering any auto (including owned, hired and on-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit, including self-insurance to the levels noted in the Colorado Governmental Immunity Act is acceptable (if applicable).
- (e) Pollution Legal Liability. If any operations are anticipated that might in any way result in the creation of a pollution exposure, [Agency] shall also provide Pollution Legal Liability Insurance with minimum limits of liability of \$1,000,000 Each Claim and \$1,000,000 Annual Aggregate. CDOT shall be named as an Additional Insured to the Pollution Legal Liability policy of any contractors or subcontractors. The Policy shall be written on a Claims Made form, with an extended reporting period of at least two (2) years following finalization of this Agreement.
- (f) Umbrella or Excess Liability. Umbrella or Excess Liability Insurance with minimum limits of \$1,000,000. This policy shall become primary (drop down) in the event the primary Liability Policy limits are impaired or exhausted. The Policy shall be written on an Occurrence form and shall be following form of the primary. The following form Excess Liability shall include CDOT as an Additional Insured of any contractors or subcontractors.
- (g) Additional Insured. CDOT shall be named as Additional Insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent) required of [Agency] and any contractor or subcontractor hereunder.
- (h) Primacy of Coverage. Coverage required of [Agency] and any contractor by this Agreement shall be primary over any insurance or self-insurance program carried by the State of Colorado and/or the Colorado Department of Transportation.
- (i) Cancellation. [Agency] shall provide notice to CDOT at least thirty (10) days prior to cancellation by certified mail to the CDOT representatives identified in Section XII above (CONTACTS AND NOTICE ADDRESS). This subsection (i) shall supersede any cancellation notice requirements in the CDOT Utility/Special Use Permit Application or the CDOT Region Utility Permit and the CDOT Region Maintenance Permit.
- (j) Subrogation Waiver. All insurance policies related in any way to this Agreement and secured and maintained by [Agency] or contractor as required herein shall include clauses stating that [Agency] and contractor shall waive all rights of recovery, under subrogation or otherwise, against CDOT and the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers.
- (k) Certificates. In order for this Agreement to be executed, [Agency], or as applicable, its contractors and subcontractors, shall provide certificates showing insurance coverage required by this Agreement to CDOT within seven (7) business days of the execution date of this Agreement. Upon renewal of any policy, [Agency] or contractor shall deliver to the CDOT representatives identified in Section XII above (CONTACTS AND NOTICE ADDRESS) certificates of insurance evidencing renewals thereof. At any time during the term of this

Agreement, CDOT may request in writing, and [Agency] or contractor shall thereupon within ten (10) days supply to CDOT, evidence satisfactory to CDOT of compliance with the provisions of this same Section. Insurance coverage must be in effect or this Agreement is in default.

13. Applicable Law: The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Agreement, and any legal action concerning the provisions hereof shall be brought in the City and County of Denver, State of Colorado. Any provision of this Agreement, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall 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 will not invalidate the remainder of this Agreement to the extent that this Agreement is capable of execution.
14. Caption, Construction, and Agreement Effect: The captions and headings used in this Agreement are for identification only, and shall be disregarded in any construction of the Agreement provisions. All of the terms of this Agreement shall inure to the benefit of and be binding upon the respective heirs, successors, and assigns of both CDOT and [Agency]. If any provision of this Agreement shall be determined to be invalid, illegal, or without force by a court of law or rendered so by legislative act then the remaining provisions of this Agreement shall remain in full force and effect.
15. No Violation of Law: [Agency] shall not commit, nor permit the commission of, any act or thing, which shall be a violation of any ordinance of the municipality, City, County, or of any law of the State of Colorado or the United States. [Agency] shall not use the ALPR System and including any [Agency]-owned lateral fiber cable within the State Highway ROW for any manner, which shall constitute a nuisance or public annoyance. The signatories hereto aver that they are familiar with 18-8-301, et seq., (Bribery and Corrupt Influences) and 18-8-401, et seq., (Abuse of Public Office), C.R.S., as amended, and that to their knowledge no violation of such provisions is present. The signatories aver that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the service or property described herein.
16. Hazardous Materials: With respect to any [Agency] contractor, sub-contractor, agent or entity in the performance of the Work as identified in this Agreement, [Agency] agrees and shall include in its contract with such contractor, sub-contractor, agent or entity provisions requiring the contractor, sub-contractor, agent or entity to defend, indemnify and hold harmless CDOT and [Agency] and any employees, agents, contractors, and officials of CDOT and [Agency] against any and all damages, claims, liability, loss, fines or expenses, including attorney's fees and litigation costs, related to the presence, disposal, release or clean-up of any contaminants, hazardous materials or pollutants on, over, under, from or affecting the Infrastructure/Device on State Highway/Milepost within the State Highway ROW subject to this Agreement, which contaminants or hazardous materials [Agency] contractor, sub-contractor, agent or entity has caused to be located, disposed, or released on the Infrastructure/Device on State Highway/Milepost within the

State Highway ROW. Such contracts shall also require [Agency] contractor, sub-contractor, agent or entity to be responsible for all damages, claims and liability to the soil, water, vegetation, buildings or personal property located thereon as well as any personal injury or property damage related to such contaminants or hazardous materials. Notwithstanding, neither [Agency] nor its contractors, sub-contractors, agents or entities shall be responsible, or have any obligation to indemnify CDOT for hazardous materials existing or installed or released by others, including CDOT, within the State Highway ROW. Failure by [Agency] to include in any of its contracts with its contractors, sub-contractors, agents and entities entity in the performance of the Work as identified in this Agreement the requirement to comply with this same Section XIII.16 (Hazardous Materials) in its entirety shall impute to [Agency] the responsibility to perform this same Section XIII.16 (Hazardous Materials) in its entirety.

17. Indemnification and Hold Harmless: With respect to any [Agency] contractor, sub-contractor, agent or entity in the performance of the Work as identified in this Agreement, [Agency] agrees and shall include in its contract with such contractor, sub-contractor, agent or entity provisions requiring the contractor, sub-contractor, agent or entity to indemnify, save, and hold harmless CDOT and the State of Colorado, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by the contractor, or its employees, sub-contractor, agent or assignees pursuant to the terms of this Agreement except to the extent caused by the negligence or willful misconduct of CDOT or the State of Colorado; however, the provisions hereof shall not 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, CRS 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended. Failure by [Agency] to include in any of its contracts with its contractors, sub-contractors, agents and entities entity in the performance of the Work as identified in this Agreement the requirement to comply with this same Section XIII.17 (Indemnification and Hold Harmless) in its entirety shall impute to [Agency] the responsibility to perform this same Section XIII.17 (Indemnification and Hold Harmless) in its entirety.

18. Additional Provisions: [Agency] shall also comply with the following:

- (a) Construction MAY NOT commence until written authorization is received from CDOT, and [Agency] has obtained a permit pursuant to the CDOT Region Utility Permit where applicable;
- (b) Perform all work in a safe and workmanlike manner consistent with generally accepted construction standards;
- (c) Perform all work in such a way to minimize, as is reasonably practical, any interference with the operations of CDOT;
- (d) Obtain, prior to the commencement of any work, the necessary federal, state, and local permits, licenses and approvals;
- (e) Comply with all terms and conditions of the CDOT Region Utility Permit, including regarding the times and places for the performance of the work;

- (f) Affix or install the ALPR System and including any [Agency]-owned lateral fiber cable within the State Highway ROW only at the specific location(s) described in the ALPR Plans and approved by CDOT and identified on the CDOT Region Utility Permit; and
- (g) Not pledge or cause a lien or encumbrance of any kind to be created on the Infrastructure/Device on State Highway/Milepost within the State Highway ROW or on any other CDOT property or facilities or have a right to pledge or cause such a lien or encumbrance unless a lien or encumbrance of any kind on the ALPR System and including any [Agency]-owned lateral fiber cable within the State Highway ROW is expressly permitted elsewhere in this Agreement.

19. Independent Contractor: [Agency] shall perform its duties hereunder as an independent contractor and not as an employee of CDOT or the State of Colorado. Neither [Agency] nor any agent, contractor, sub-contractor or employee of [Agency] shall be deemed to be an agent or employee of CDOT or the State of Colorado. [Agency] and its contractors, sub-contractors, employees and agents are not entitled to unemployment insurance or workers compensation benefits through CDOT or the State of Colorado and CDOT shall not pay for or otherwise provide such coverage for [Agency] or any of its agents, contractors, sub-contractors or employees. Unemployment insurance benefits shall be available to [Agency] and its contractors, sub-contractors, employees and agents only if such coverage is made available by [Agency] or a third party. [Agency] shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. [Agency] shall not have authorization, express or implied, to bind CDOT to any agreement, liability or understanding, except as expressly set forth herein. [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 CDOT, and
- (c) Be solely responsible for its acts and those of its contractor, sub-contractors, employees and agents.

20. No New Permanent Structures: Except as authorized by this Agreement, no permanent structures or facilities of any kind shall be erected or moved upon or within the State Highway ROW by [Agency] without the express written prior permission of CDOT. Any such structure/facilities erected or moved upon or within the State Highway ROW without the express written consent of CDOT may be immediately removed by CDOT at the expense of [Agency].

21. Modification of Terms and Conditions: CDOT and [Agency] hereby reserve the right to alter, amend or modify the terms and conditions of this Agreement upon written agreement by both Parties. Notice of the requested modification shall be given to the Party's representatives identified in Section XII above (CONTACTS AND NOTICE ADDRESS) at least thirty (30) days prior to instituting any alteration, amendment or modification of the terms or conditions of this Agreement. Any amendment fully executed by the Parties to this Agreement in accordance with this same Section shall be incorporated herein, made part of and attached to this Agreement. Such notice shall be acceptable in the form of email, with an electronic receipt.

22. Order of Precedence: In the event conflicts or inconsistencies between this Agreement and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:
- (a) This Agreement.
 - (b) **Exhibit A.**
 - (c) CDOT's 2017 version of Standard Specifications for Road and Bridge Construction.
 - (d) **Exhibit B.** (Shall be attached only if applicable.)
23. Force Majeure: Neither Party shall be considered to be in default in performance of any obligation hereunder if failure of performance is due to forces beyond the control of the Party affected, including, but not limited to, flood, earthquake, storm, fire, lighting, epidemic, war, riot, civil disturbance, labor disturbance, power outage, sabotage, and restraint by court order or public authority, or by any other cause beyond the control of a Party hereto, except where by exercise of due foresight the Party could have reasonably avoided or where by exercise of due diligence the cause could have been overcome.
24. Limitation on Damages: In no event shall either Party be liable to the other Party for consequential, indirect, exemplary, special, speculative or punitive damages in connection with, arising under, or in relation to this Agreement or use of the State Highway ROW however caused and regardless of the theory of liability.
25. Third Party Approval: CDOT represents that CDOT owns the Infrastructure/Device on State Highway/Milepost within the State Highway ROW and that no third party consents or approvals are required for the construction and operation of the ALPR System and including any [Agency]-owned lateral fiber cable within the State Highway ROW.
26. Ownership of the ROW: CDOT represents that CDOT owns the Infrastructure/Device on State Highway/Milepost within the State Highway ROW and [Agency] specifically understands that CDOT owns the Infrastructure/Device on State Highway/Milepost within the State Highway ROW at all times relevant to this Agreement.
27. Signature Authority: Each Party represents and warrants that it has taken all actions that are necessary or that are required by its respective procedures and applicable law to legally authorize the undersigned signatory for that Party to execute this Agreement on behalf of the Party and to bind the Party to its terms.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT
 Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and
 acknowledge that the State is relying on their representations to that effect.

<p align="center">STATE OF COLORADO John W. Hickenlooper, GOVERNOR Governor's Office of Information Technology Suma Nallapati, Secretary of Technology and State Chief Information Officer</p> <p>By: _____</p> <p align="center">Brenda Berlin, Deputy Chief Information Officer and Chief Financial Officer</p> <p>Date: _____</p>	<p align="center">LEGAL REVIEW Cynthia Coffman, Attorney General</p> <p>By: _____ Signature –Senior Assistant Attorney General</p> <p>Date: _____</p>
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By _____ Date: _____
 MICHAEL P. LEWIS, EXECUTIVE DIRECTOR
 DEPARTMENT OF TRANSPORTATION
 (Joshua Laipply, P.E., Chief Engineer, for Michael P. Lewis)

By _____ Date: _____
 PRINT NAME: _____
 PRINT TITLE: _____
 PRINT AGENCY/COMPANY: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

<p>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.</p>
<p>STATE OF COLORADO STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ Department of Transportation</p> <p>Date: _____</p>

RESOLUTION NO. XX-18

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF GRAND JUNCTION AND THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) TO INSTALL AUTOMATED LICENSE PLATE READERS ON CDOT INTELLIGENT TRANSPORTATION SYSTEMS

RECITALS:

In order to cooperate and jointly accomplish activities that will maximize limited public resources, law enforcement agencies have approached CDOT requesting permission to install license plate readers on CDOT infrastructure. The use of license plate readers has demonstrated high levels of efficiency and effectiveness in identifying, interdicting and apprehending stolen vehicles and criminal offenders.

The City of Grand Junction and CDOT believe that both Parties will receive benefit from this partnership and desire to enter into this Agreement pursuant to Section C.R.S. 43-1-1204, as amended, in order to cooperate and to jointly accomplish the implementation in an effective and efficient manner.

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 Automated License Plate Readers 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 force 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



Grand Junction City Council

Regular Session

Item #4.i.

Meeting Date: December 5, 2018

Presented By:

Department: City Attorney

Submitted By: Shelly Dackonish, Sr. Staff Attorney

Information

SUBJECT:

A Resolution Consenting to Assignment of the Cable Television Franchise Agreement

RECOMMENDATION:

Consent to assignment.

EXECUTIVE SUMMARY:

Bresnan Communications, LLC, cable television franchisee, is merging with another subsidiary (Spectrum Pacific West, LLC) of its parent company (Charter Communications, Inc.) and desires to assign the cable television franchise and transfer control of the cable television system in the City to that entity. The franchisee requests the City's consent to such assignment and transfer of control.

BACKGROUND OR DETAILED INFORMATION:

Bresnan Communications, LLC ("Franchisee") owns, operates and maintains a cable television system ("System") in the City pursuant to a franchise ("Franchise") made April 5, 2005. Franchisee's parent company, Charter Communications, Inc. ("Charter"), is reducing the number of operating entities and subsidiaries and is aligning its cable operations regionally. As part of that reorganization, Franchisee will merge into another subsidiary of Charter, Spectrum Pacific West, LLC ("Spectrum"). Franchisee therefore desires to assign the Franchise and transfer operation and control of the System to Spectrum.

Consent of the City is required for assignment of the Franchise and for transfer of control of the System through the process authorized by the Federal Communications

Commission ("FCC") known as the "FCC 394" process. Charter and the Franchisee have requested that the City give its consent for the assignment and transfer of control.

Pursuant to the terms of the Franchise and applicable law, a Franchisee may assign, transfer and/or transfer control of the System where such assignment and transfer are to an entity directly or indirectly controlling, controlled by or under common control with the Franchisee or its parent company, which is the case here. The Franchisee and Charter have provided the City with information necessary to render a decision on the assignment and transfer request. That information in the form of the FCC 394 application is attached to this staff report. Staff has reviewed the information and recommends that the City Council consent to the assignment and transfer of control.

Upon assignment and closing of the merger, Spectrum shall be and remain bound by the terms and conditions of the Franchise.

FISCAL IMPACT:

The assignment action does not have a direct fiscal impact.

SUGGESTED MOTION:

I move to adopt Resolution No. 84-18, a resolution consenting to assignment of the cable television franchise agreement.

Attachments

1. Application for Cable Franchise
2. Resolution

FCC 394

**APPLICATION FOR FRANCHISE AUTHORITY
CONSENT TO ASSIGNMENT OR TRANSFER OF CONTROL
OF CABLE TELEVISION FRANCHISE**

FOR FRANCHISE AUTHORITY USE ONLY

SECTION I. GENERAL INFORMATION

DATE: October 1, 2018	1. Community Unit Identification Number: CO0013
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2. Application for: Assignment of Franchise Transfer of Control

3. Franchising authority: City of Grand Junction	
4. Identify community where the system/franchise that is the subject of the assignment or transfer of control is located: Grand Junction	
5. Date system was acquired or (for system's constructed by the transferor/assignor) the date on which service was provided to the first subscriber in the franchise area:	N/A
6. Proposed effective date of closing of the transaction assigning or transferring ownership of the system to transferee/assignee:	As soon as closing conditions are satisfied

7. Attach as an Exhibit a schedule of any and all additional information or material filed with this application that is identified in the franchise as required to be provided to the franchising authority when requesting its approval of the type of transaction that is the subject of this application.

Exhibit No.
[[as necessary]]

PART I - TRANSFEROR/ASSIGNOR

1. Indicate the name, mailing address, and telephone number of the transferor/assignor.

Legal name of Transferor/Assignor (if individual, list last name first)			
Bresnan Communications, LLC			
Assumed name used for doing business (if any)			
Mailing street address or P.O. Box 12405 Powerscourt Drive			
City St. Louis	State MO	ZIP Code 63131	Telephone No. (include area code) 202.691.1910

2. (a) Attach as an Exhibit a copy of the contract or agreement that provides for the assignment or transfer of control (including any exhibits or schedules thereto necessary in order to understand the terms thereof). If there is only an oral agreement, reduce the terms to writing and attach. (Confidential trade, business, pricing, or marketing information, or other information not otherwise publicly available, may be redacted.)

Exhibit No.
1

(b) Does the contract submitted in response to (a) above embody the full and complete agreement between the transferor/assignor and transferee/assignee?

Yes No

If No, explain in an Exhibit

See Exhibit No. 1

PART II - TRANSFEREE/ASSIGNEE

1.(a) Indicate the name, mailing address, and telephone number of the transferee/assignee.

Legal name of Transferee/Assignee (if individual, list last name first) Spectrum Pacific West, LLC			
Assumed name used for doing business (if any) N/A			
Mailing street address or P.O. Box 12405 Powerscourt Drive			
City St. Louis	State MO	ZIP Code 63131	Telephone No. (include area code) 202.691.1910

(b) Indicate the name, mailing address, and telephone number of the person to contact, if other than the transferee/assignee.

Name of contact person (list last name first) Falk, Adam E.			
Firm or company name (if any) Charter Communications, Inc.			
Mailing street address or P.O. Box 601 Massachusetts Ave. NW, Suite 400			
City Washington	State DC	ZIP Code 20001	Telephone No. (include area code) 202-621-1910

(c) Attach as an Exhibit the name, mailing address, and telephone number of each additional person who should be contacted, if any.

Exhibit No. N/A

(d) Indicate the address where the system's records will be maintained.

Street address 12405 Powerscourt Drive		
City St. Louis	State MO	ZIP Code 63131

2. Indicate on an attached Exhibit any plans to change the current terms and conditions of service and operations of the system as a consequence of the transaction for which approval is sought.

Exhibit No. 2

SECTION II. TRANSFEREE'S/ASSIGNEE'S LEGAL QUALIFICATIONS

1. Transferee/Assignee is:

<input checked="" type="checkbox"/> Corporation	a. Jurisdiction of incorporation: Delaware	d. Name and address of registered agent in jurisdiction: Corporation Service Company 251 Little Falls Drive Wilmington, DE 19808
	b. Date of incorporation: February 6, 2012	
	c. For profit or non-for-profit: For profit	

<input type="checkbox"/> Limited Partnership	a. Jurisdiction in which formed:	c. Name and address of registered agent in jurisdiction:
	b. Date of formation:	

<input type="checkbox"/> General Partnership	a. Jurisdiction whose laws govern formation:	b. Date of formation:
--	--	-----------------------

Individual

Other - Describe in an exhibit

Exhibit No. N/A

2. List the transferee/assignee, and, if the transferee/assignee is not a natural person, each of its officers, directors, stockholders beneficially holding more than 5% of the outstanding voting shares, general partners, and limited partners holding an equity interest of more than 5%. Use only one column for each individual or entity. Attach additional pages if necessary. (Read carefully - the lettered items below refer to corresponding lines in the following table.)

- (a) Name, residence, occupation or principal business, and principal place of business. (If other than an individual, also show name, address and citizenship of natural person authorized to vote the voting securities of the applicant that it holds.) List the applicant first, officers next, then directors and, thereafter, remaining stockholders and/or partners.
- (b) Citizenship.
- (c) Relationship to the transferee/assignee (e.g., officer, director, etc.)
- (d) Number of shares or nature of partnership interest.
- (e) Number of votes.
- (f) Percentage of votes.

(a)	See Exhibit 3	
(b)		
(c)		
(d)		
(e)		
(f)		

3. If the applicant is a corporation or a limited partnership, is the transferee/assignee formed under the laws of, or duly qualified to transact business in, the State or other jurisdiction in which the system operates?

Yes No

If the answer is No, explain in an Exhibit.

Exhibit No.
4

4. Has the transferee/assignee had any interest in or in connection with an application which has been dismissed or denied by any franchise authority?

Yes No

If the answer is Yes, describe circumstances in an Exhibit.

Exhibit No.
5

5. Has an adverse finding been made or an adverse final action been taken by any court or administrative body with respect to the transferee/assignee in a civil, criminal or administrative proceeding, brought under the provisions of any law or regulation related to the following: any felony; revocation, suspension or involuntary transfer of any authority (including cable franchises) to provide video programming services; mass media related antitrust or unfair competition; fraudulent statements to another governmental unit; or employment discrimination?

Yes No

If the answer is Yes, attach as an Exhibit a full description of the persons and matter(s) involved, including an identification of any court or administrative body and any proceeding (by dates and file numbers, if applicable), and the disposition of such proceeding.

Exhibit No.
6

6. Are there any documents, instruments, contracts or understandings relating to ownership or future ownership rights with respect to any attributable interest as described in Question 2 (including, but not limited to, non-voting stock interests, beneficial stock ownership interests, options, warrants, debentures)?

Yes No

If Yes, provide particulars in an Exhibit.

Exhibit No.
N/A

7. Do documents, instruments, agreements or understandings for the pledge of stock of the transferee/assignee, as security for loans or contractual performance, provide that: (a) voting rights will remain with the applicant, even in the event of default on the obligation; (b) in the event of default, there will be either a private or public sale of the stock; and (c) prior to the exercise of any ownership rights by a purchaser at a sale described in (b), any prior consent of the FCC and/or of the franchising authority, if required pursuant to federal, state or local law or pursuant to the terms of the franchise agreement will be obtained?

Yes No

If No, attach as an Exhibit a full explanation.

Exhibit No.
7

SECTION III - TRANSFEREE'S/ASSIGNEE'S FINANCIAL QUALIFICATIONS

1. The transferee/assignee certifies that it has sufficient net liquid assets on hand or available from committed resources to consummate the transaction and operate the facilities for three months.

Yes No

2. Attach as an Exhibit the most recent financial statements, prepared in accordance with generally accepted accounting principles, including a balance sheet and income statement for at least one full year, for the transferee/assignee or parent entity that has been prepared in the ordinary course of business, if any such financial statements are routinely prepared. Such statements, if not otherwise publicly available, may be marked CONFIDENTIAL and will be maintained as confidential by the franchise authority and its agents to the extent permissible under local law.

Exhibit No.
8

SECTION IV - TRANSFEREE'S/ASSIGNEE'S TECHNICAL QUALIFICATIONS

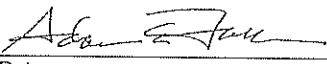
Set forth in an Exhibit a narrative account of the transferee's/assignee's technical qualifications, experience and expertise regarding cable television systems, including, but not limited to, summary information about appropriate management personnel that will be involved in the system's management and operations. The transferee/assignee may, but need not, list a representative sample of cable systems currently or formerly owned or operated.

Exhibit No.
9

SECTION V - CERTIFICATIONS

PART 1 - Transferor/Assignor

All the statements made in the application and attached Exhibits are considered material representations, and all the Exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.	Signature 
	Date October 1, 2018
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.	Print full name Adam Falk
Check appropriate classification: <input type="checkbox"/> Individual <input type="checkbox"/> General Partner <input checked="" type="checkbox"/> Corporate Officer <input type="checkbox"/> Other. Explain: Senior Vice President of State Government Affairs	

PART II - Transferee/Assignee

All the statements made in the application and attached Exhibits are considered material representations, and all the Exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

The transferee/assignee certified that he/she:

- (a) Has a current copy of the FCC's Rules governing cable television systems.
- (b) Has a current copy of the franchise that is the subject of this application, and of any applicable state laws or local ordinances and related regulations.
- (c) Will use its best efforts to comply with the terms of the franchise and applicable state laws or local ordinances and related regulations, and to effect changes, as promptly as practicable, in the operation of the system, if any changes are necessary to cure any violations thereof or defaults thereunder presently in effect or ongoing.

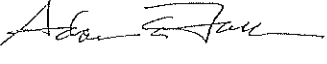
I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.	Signature 
	Date October 1, 2018
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.	Print full name Adam E. Falk
Check appropriate classification: <input type="checkbox"/> Individual <input type="checkbox"/> General Partner <input checked="" type="checkbox"/> Corporate Officer <input type="checkbox"/> Other: Explain: Senior Vice President, State Government Affairs	

Exhibit 1

DESCRIPTION OF TRANSACTION

The internal reorganization will reduce the number of operating entities and subsidiaries of the assignee's parent, Charter Communications, Inc. ("Charter") and will align Charter's cable operations into regional entities. The steps necessary to complete this internal reorganization will conclude and be fully consummated by approximately the second quarter of 2019, and will produce no operational changes. There is no single agreement or similar instrument or conveyance specifying the terms of the internal reorganization, and the internal reorganization will have no effect on the legal qualifications or the services and operations provided in your community.

Exhibit 2

Assignee, and the legal entity holding the franchise for the cable system that is the subject of this FCC Form 394, have no current plans to materially change the terms and conditions of service or operations of the system. The cable system will continue to operate pursuant to the terms of the franchise agreement and applicable law after the consummation of the internal reorganization. Given the evolving technological and commercial environments in which the cable system operates, changes in service may occur in order to improve the offerings provided to subscribers, even if the precise nature and timing of those changes cannot be specified now. For these reasons, assignee, and the legal entity holding the franchise for the cable system that is the subject of this Form 394, reserves the right to make service and operational changes in accordance with the terms of the franchise and applicable law.

Exhibit 3

Spectrum Pacific West, LLC is a subsidiary of Charter, a publicly traded Delaware corporation. Contingent upon the events described in Exhibit 1, the current cable franchisee will merge with and into Spectrum Pacific West, LLC which will become the surviving entity, and the new franchisee in your community, with no change or impact to the existing shares or shareholders of the ultimate parent, Charter.

The following table sets forth each holder of more than 5% of outstanding shares of the Class A common stock of Charter as of February 23, 2018:

Name	Shares Beneficially Owned(1)	
	Number	Percent of Class
5% Stockholders:		
Liberty Broadband Corporation(2) 12300 Liberty Boulevard Englewood, CO 80112	70,096,104	25.01%
Advance/Newhouse Partnership(3) One World Trade Center, 44 th Floor New York, New York 10007	34,778,200	12.7%

- (1) Beneficial ownership is determined in accordance with the rules and regulations of the SEC. These rules generally provide that a person is the beneficial owner of securities if such person has or shares the power to vote or direct the voting thereof, or to dispose or direct the disposition thereof or has the right to acquire such powers within 60 days. Shares shown in the table above include shares held in the beneficial owner's name or jointly with others, or in the name of a bank, nominee or trustee for the beneficial owner's account.

Common stock subject to options that are currently exercisable or exercisable within 60 days of February 23, 2018 are deemed to be outstanding and beneficially owned by the person holding the options. These shares, however, are not deemed outstanding for the purposes of computing the percentage ownership of any other person. Percentage of beneficial ownership is based on 237,788,840 shares of Class A common stock outstanding as of February 23, 2018, including Charter Communications Holdings, LLC common and preferred units on an as-if-converted basis. Each holder of Class A common stock is entitled to one vote per share. Except as disclosed in the footnotes to this table, we believe that each stockholder identified in the table possesses sole voting and investment power over all shares of common stock shown as beneficially owned by the stockholder. Each share of Class A common stock is entitled to one vote.

- (2) Based on the Schedule 13D/A filed by Liberty Broadband on December 29, 2017. Of the shares reported in the Schedule 13D/A, Liberty Broadband reported that it had sole voting and dispositive power over 54,072,264 shares, that it shared voting and dispositive power with Liberty Interactive Corporation with respect to 5,358,401 shares and that it shared voting and dispositive power with A/N over 16,023,840 shares on an as-converted and as-exchanged basis. John C. Malone, Chairman of the Board of Directors of Liberty Broadband and a director emeritus of Charter, may be deemed to have voting and dispositive control, pursuant to Rule 13d-3(a), over the shares of Charter owned by Liberty Broadband as a result of the positions he holds with Liberty Broadband as well as his control of approximately 47% of the voting power of Liberty Broadband, among other factors. Mr. Malone, however, disclaims beneficial ownership of any Charter shares owned by Liberty Broadband on the basis that he is not, individually, a party to any agreement, arrangement or understanding relating to the voting or disposition of any such shares. Decisions with respect to the voting or disposition of any Charter shares owned by Liberty Broadband are made by Liberty Broadband's board of directors.
- (3) Based on a Schedule 13D, Amendment No. 2, dated December 21, 2017 and filed on December 22, 2017 by Advance/Newhouse Partnership ("A/N"), Newhouse Broadcasting Corporation ("NB"), Advance Publications, Inc. ("AP"), Newhouse Family Holdings, L.P. ("NF") and Advance Long-Term Management Trust ("ALM"). The 13D, Amendment No. 2, reports as follows: A/N, NB, AP, NF and ALM reported sole voting and dispositive power over all 34,788,200 of the reported shares. The 13D, Amendment No. 1, reported that the shares reported as beneficially owned represented 34,788,200 shares of Class A Common Stock (including Class B Common Units and Convertible Preferred Units on an as-converted, as-exchanged basis).

The Principal Officers and Directors of Charter appear below.

OFFICERS

Thomas M. Rutledge	Chairman and Chief Executive Officer
John R. Bickham	President and Chief Operating Officer
Christopher L. Winfrey	Chief Financial Officer
David Ellen	Senior Executive Vice President
Richard R. Dykhouse	Executive Vice President, General Counsel and Corporate Secretary
Jonathan Hargis	Executive Vice President, Chief Marketing Officer
Thomas Adams	Executive Vice President, Field Operations
Michael Dwight Bair	Executive Vice President, Spectrum Networks
James Blackley	Executive Vice President, Engineering and Information Technology
Catherine C. Bohigian	Executive Vice President, Government Affairs
Richard J. DiGeronimo	Executive Vice President, Product and Strategy
David Kline	Executive Vice President and President of Spectrum Reach
Paul Marchand	Executive Vice President, Human Resources
Kathleen Mayo	Executive Vice President, Customer Operations
Phillip Meeks	Executive Vice President and President of Spectrum Enterprise
Thomas Montemagno	Executive Vice President, Programming Acquisition
James Nuzzo	Executive Vice President, Business Planning
David Scott Weber	Executive Vice President, Network Operations
Kevin D. Howard	Senior Vice President, Finance, Controller, Chief Accounting Officer

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DIRECTORS

W. Lance Conn
Kim C. Goodman
Craig A. Jacobson
Thomas M. Rutledge
Eric L. Zinterhofer

John D. Markley, Jr.
David C. Merritt
James E. Meyer
Gregory B. Maffei

Michael A. Newhouse
Mauricio Ramos
Steven A. Miron
Balan Nair

John C. Malone – Director Emeritus

The business address for all officers and directors is 400 Atlantic Street, Stamford, CT 06901.

Exhibit 4

Assignee is a Delaware limited liability company and an affiliate of the legal entity holding the franchise. To the extent required by applicable law, the assignee is or will be after the closing of the transactions, qualified to transact business in the State or Commonwealth in which the system is operated.

Exhibit 5

Assignee has had no interest in, or connection with, an application that has been dismissed or denied by a franchising authority. In May 2018, another Charter affiliate applied to the New York Public Service Commission (“NYPSC”) for approval of a transfer of certain cable systems serving several towns in Hamilton County, New York. Despite transfer approvals from the towns within which the cable systems were located, the NYPSC did not approve the transaction. Charter decided not pursue the systems further. *See Application of Time Warner Cable Northeast LLC for Approval of a Transfer of Control of Five Cable Television Franchises from Hamilton County Cable T.V., Inc.* Case 17-V-0733 (May 17, 2018).

Exhibit 6

Except as set forth below, no adverse findings have been made and no final actions have been taken within the last ten (10) years with respect to Assignee or parents, affiliates, or subsidiaries related to any of the items listed in Section II, Question 5 of the assignee FCC Form 394.¹⁰

United States of America and State of New York v. Verizon Communications, Inc. et al. Case No. 1:12-CV-01354 (2013). A Charter predecessor, Time Warner Cable Inc. ("TWC") in 2013 entered into a settlement agreement that resulted in a final order issued by the United States District Court in the District of Columbia resolving certain antitrust claims brought against a number of communications providers including TWC.

Bevars v. Charter, Wisconsin Department of Workforce Development (DWD) Complaint No. CR201000952. Complainant alleged that she was discriminated against based on her conviction record when an offer of employment was rescinded by Charter. On June 4, 2010, the DWD determined that there was probable cause to believe that Charter may have violated the Wisconsin Fair Employment Act by refusing to hire Complainant based on her conviction record. Charter disputed the determination, but, in order to avoid incurring unnecessary costs and expenses, resolved the matter through settlement.

Castellano v. Charter, United States District Court for the Western District of Washington No. 12-cv-05845. Complainant alleged that he was discriminated against based on disability and was also retaliated against. On February 26, 2014, a jury verdict was entered against Charter.

Castillo and Boonnak v. Time Warner Cable of New York City, a Division of Time Warner Entertainment Co., L.P., United States District Court for the Southern District of New York No. 1:09-cv-7644. Plaintiffs (then current employees) alleged claims of discrimination and harassment based on race and national origin and retaliation in violation of Title VII, the New York State Human Rights Law and New York City Human Rights Law on September 2, 2009. The Court dismissed Boonnak's claims in their entirety at trial following the presentation of Plaintiffs' case. With respect to Castillo, the jury found for TWC on eight of his nine claims, and awarded him a de minimus award of \$5,000 on his claims of harassment under the New York City Human Rights Law (which provides a more lenient standard of recovery compared to its federal and state counterparts).

Charter Communications and Time Warner Cable Joint Petition, 15-01446/15-M-0388. The New York Public Service Commission ("NYPSC") revoked its January 2016 approval of Charter's acquisition of Time Warner Cable's ("TWC") New York operations. To implement aspects of this first order, the NYPSC filed a judicial petition in New York state court on July 30, 2018 seeking penalties and injunctive relief. Charter has substantial defenses and appeal rights, is defending against these unprecedented actions by the NYPSC and believe that it is in compliance with the NYPSC's conditions of its approval of Charter's acquisition of TWC's New York operations and with applicable law.

Courtain v. Charter, Superior Court of California, County of Butte, No. 161016. Plaintiff, a former Charter Account Executive, filed a wage claim with the California Labor Commissioner, alleging that he was not paid for all earned commissions. Specifically, Plaintiff asserts that Charter was not permitted to charge back a portion of certain previously paid commissions connected to late-paying accounts. Following a hearing and October, 8, 2013 adverse decision of the Labor Commissioner, Charter appealed the ruling to the Superior Court of California. The trial court judge ruled that Charter was required to pay the claimed commissions.

Gostola v. Charter, United States District Court for the Eastern District of Michigan, No. 13-15165-BC. On December 18, 2013 Plaintiff alleged that Charter interfered with her FMLA leave by evaluating and disciplining Plaintiff based, at least in part, on the time she was absent on FMLA leave. The Court granted Plaintiff's motion for summary judgment and Charter ultimately resolved the matter through settlement on May 19, 2015.

Kidd v. Charter, United States District Court for the Western District of Michigan No. 1:13-cv-493.

¹⁰ With respect to employment claims related to properties previously owned by Charter predecessor Bright House Networks, LLC, records were located dating back to 2012.

Plaintiff alleged that Charter terminated her employment in violation of the FMLA and Michigan Persons with Disabilities Civil Rights Act. On May 29, 2015, a jury verdict was entered against Charter on the FMLA interference claim, and in Charter's favor on the FMLA retaliation and discrimination claim.

Marcin v. Charter, EEOC and Wisconsin Department of Workforce Development (DWD) Complaint No. CR201201053. Complainant alleged that he was discriminated against based on his arrest record. On June 18, 2013, the DWD determined that there was probable cause to believe that Charter may have violated the Wisconsin Fair Employment Act by discriminating against the Complainant based on his arrest record. A hearing on the merits of the complaint was held on February 12, 2014. On December 30, 2014, the administrative law judge issued a decision adverse to Charter. Charter appealed the decision to the State of Wisconsin Labor and Industry Review Commission and the administrative law judge's decision was upheld.

Perona v. Time Warner Cable, United States District Court for the Central District of California No. 5:14-CV-02501-PA MWF-SP. On October 20, 2014, Plaintiff alleged that TWC discriminated against her because of her disability, failed to accommodate her disability, failed to engage in the interactive process with her, retaliated against her, and wrongfully terminated her. After TWC obtained partial summary judgment, TWC prevailed on disability discrimination, failure to accommodate, retaliation, IIED, and claims relating to an alleged unlawful medical inquiry at trial, but a jury verdict was entered in favor of Plaintiff on one cause of action, failure to engage in the interactive process, for \$160,000.

Exhibit 7

The Amended and Restated Guarantee and Collateral Agreement, dated March 31, 2010 by certain subsidiaries of Charter Communications, Inc. in favor of Bank of America, N.A., as administrative agent (the "Collateral Agreement") provides that voting rights will transfer to the lenders upon an event of default. Therefore, while the answer to subpart (a) of Section II, Question 7 of the FCC Form 394 is "No," the answer to subparts (b) and (c) is "Yes." With respect to the voting rights and other matters in the Collateral Agreement, the lenders may not take any action without first obtaining any required governmental approvals including from the FCC and/or the franchising authority. In addition to the Collateral Agreement, the following agreements provide security rights that are pari passu with those under the Collateral Agreement: (1) Collateral Agreement, dated as of May 18, 2016, by certain subsidiaries of Charter Communications, Inc. in favor of The Bank of New York Mellon Trust Company, N.A., as collateral agent; and (2) Guarantee and Collateral Agreement, dated as of July 16, 2018, by certain subsidiaries of Charter Communications, Inc. in favor of Wells Fargo Trust Company, N.A., as Collateral Agent.

Exhibit 8

A copy of Charter's Annual Report on Form 10-K filed with the Federal Securities and Exchange Commission for the year ending December 31, 2017 is available at:

<https://www.sec.gov/Archives/edgar/data/1091667/000109166718000025/0001091667-18-000025-index.htm>

A copy of Charter's Quarterly Report on Form 10-Q filed with the Federal Securities and Exchange Commission for the quarter ending April 15, 2018 is available at:

<https://www.sec.gov/Archives/edgar/data/1091667/000109166718000063/0001091667-18-000063-index.htm>

A copy of Charter's Quarterly Report on Form 10-Q filed with the Federal Securities and Exchange Commission for the quarter ending June 30, 2018 is available at:

<https://www.sec.gov/Archives/edgar/data/1091667/000109166718000090/0001091667-18-000090-index.htm>

Exhibit 9

Assignee is a subsidiary of Charter. Charter is the second largest cable operator in the United States and a leading broadband communications services company providing video, Internet and voice services to approximately 27.2 million residential and business customers as of December 31, 2017. Domiciled in Delaware and headquartered in Stamford, Connecticut, Charter operates in 43 states and employs more than 93,000 people.

Charter's core strategy is to deliver high quality products at competitive prices, combined with outstanding service. Streamlining its operating structure will enable Charter to continue offering high-quality, competitively priced services more efficiently, while continuing to invest in new products and services. This FCC Form 394 relates solely to a simplification of Charter's operating structure and its provision of cable service and there will be no change to Charter's technical qualifications to continue to provide cable service over a cable system.

More information regarding Charter's products and services is available at:

<https://www.sec.gov/Archives/edgar/data/1091667/000109166718000025/0001091667-18-000025-index.htm>.

RESOLUTION NO. ___-18

**A RESOLUTION CONSENTING TO ASSIGNMENT OF THE CABLE TELEVISION
FRANCHISE AGREEMENT**

RECITALS:

Bresnan Communications LLC (“Franchisee”) owns, operates and maintains a cable television system (“the System”) in the City pursuant to a grant of a franchise (“Franchise”) made April 5, 2005. The Franchisee is the current lawful and duly authorized holder of the Franchise.

Charter Communications Inc. (“Charter”), the parent company of the Franchisee is reducing the number of operating entities and subsidiaries and is aligning its cable operations regionally. As part of the reorganization, Franchisee will merge into another subsidiary of Charter, Spectrum Pacific West, LLC (“Spectrum”). Given the merger, Franchisee desires to assign the Franchise and transfer operation and control of the System to Spectrum.

Once assigned, the Franchise will be held by Spectrum and Spectrum will operate, control and maintain the cable system. The corporate reorganization and assignment of the Franchise will not result in any change to the ultimate control and operation of the cable system nor the provision of cable services within the City.

Consent of the City Council is required for assignment of the Franchise. Likewise, for the transfer of control to be approved by the Federal Communications Commission (“FCC”) through what is known as the “FCC 394 process”, the City, as the franchise authority, must give its consent. Charter has requested that the City consent to the assignment and transfer of control of the Franchise to Spectrum through the FCC 394 process authorized by the FCC.

The Franchisee and Charter have provided the City with all information necessary to render a decision on the transfer application. The City has reviewed the information and the qualifications as the same have been disclosed to it.

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

- 1) The City of Grand Junction, Colorado, as the franchise authority, hereby consents to assignment of the Franchise, all in accordance with the terms of the Franchise and applicable law. The City confirms that the Franchise is valid and in full force and effect.
- 2) Charter or Spectrum Pacific West LLC may assign, transfer or transfer control of its assets, including the Franchise, provided that such assignment, transfer or transfer of control is to an entity directly or indirectly controlling, controlled by or under common control with Charter, restructure debt or change the ownership interests among existing equity participants in Charter, pledge or grant a security interest to any lender(s) of Charter’s assets, including but not limited to, the Franchise, or of interest in Charter, for

purpose of securing any indebtedness, and sell equity interests in Charter or any Charter affiliates.

3) Upon assignment and closing of the transaction, Spectrum Pacific West LLC shall be and remain bound by the terms and conditions of the Franchise.

4) This Resolution shall be deemed effective on its passage.

5) This Resolution shall have the force of a continuing agreement by and between the Franchisee, Charter, Spectrum West LLC and the City.

6) This resolution shall not be amended or otherwise altered without notice to and the consent of the Spectrum Pacific West LLC and Charter.

Adopted this ____ day of _____ 2018.

President of the City Council

ATTEST:

City Clerk



Grand Junction City Council

Regular Session

Item #5.a.

Meeting Date: December 5, 2018

Presented By: Wanda Winkelmann, City Clerk

Department: City Clerk

Submitted By: Wanda Winkelmann

Information

SUBJECT:

Cancellation of the January 2, 2019 City Council Meeting

RECOMMENDATION:

Staff recommends adoption of the motion to cancel the January 2, 2019 meeting.

EXECUTIVE SUMMARY:

The purpose of this item is to cancel the January 2, 2019 City Council meeting.

BACKGROUND OR DETAILED INFORMATION:

Each year, at its first meeting in January, City Council adopts a schedule of the upcoming year's regular meetings. This is required by State statute.

Because the January 2, 2019 City Council meeting is being cancelled, a formal action is required. The resolution setting the 2019 schedule will be brought forward on January 16.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to cancel the January 2, 2019 Regular City Council meeting.

Attachments

None



Grand Junction City Council

Regular Session

Item #6.a.i.

Meeting Date: December 5, 2018

Presented By: Greg Caton, City Manager

Department: City Manager

Submitted By: Jodi Romero, Finance Director

Information

SUBJECT:

An Ordinance Appropriating Certain Sums of Money to Defray the Necessary Expenses and Liabilities of the City of Grand Junction, Colorado and the Downtown Development Authority for the Year Beginning January 1, 2019 and Ending December 31, 2019

RECOMMENDATION:

Staff recommends adoption of the Appropriation Ordinance No. 4824 approving the 2019 Recommended Budget.

EXECUTIVE SUMMARY:

The budget represents the allocation of resources to achieve the goals identified in the City of Grand Junction's Strategic Plan. The budget is developed over the course of several months and includes the projection of revenues as well as planned expenses.

The 2019 Recommended Budget has been discussed with City Council during three budget workshops from October 1st through November 5th, and presented to the Public for comment and first reading on November 7th, 2018.

Complete documents have been provided to City Council and the public throughout the budget process including presentations, capital projects and economic development funding as well as a line item budget detail by fund.

This meeting, December 5th, 2018 is the second public hearing and consideration of the 2019 Recommended Budget for final approval and adoption of the Appropriation Ordinance.

BACKGROUND OR DETAILED INFORMATION:

The budget represents the allocation of resources to achieve the goals identified in the City of Grand Junction's Strategic Plan. The budget is developed over the course of several months and includes the projection of revenues as well as planned expenses.

The 2019 Recommended Budget has been discussed with City Council during three budget workshops from October 1st through November 5th, and presented to the Public for comment and first reading on November 7th, 2018.

Complete documents have been provided to City Council and the public throughout the budget process including presentations, capital projects and economic development funding as well as a line item budget detail by fund.

The October 1st Workshop included an overview of the entire 2019 recommended budget as well as the budgets for the major operating departments of the City including Police, Fire, Parks & Recreation, Public Works, General Services, Visit Grand Junction and Water. On October 15th, the City's 2019 recommended capital budget was discussed in accordance with a 10-year capital plan. In addition, the recommended economic development budget was reviewed and discussed by City Council. On November 5th, the Downtown Development Authority, Downtown Business Improvement and Horizon Drive Business Improvement Districts presented their budget and operating plans for 2019. On November 1st, the Persigo Joint Sewer Fund Budget was presented and reviewed by the Joint Sewer Board which is comprised of the seven City Council Members and the three County Commissioners.

Since presenting the City Manager's 2019 Recommended Budget at the public hearing on November 7th, 2018 we have made changes to the budget based on the voter authorization of the additional 3% lodging tax by passage of 2A on November 6th, 2018. All funds are budgeted in and will be accounted for in a newly established special revenue fund titled Lodgers Tax Increase Fund (Fund 106) according to applicable accounting principles and standards. The estimated revenue has been budgeted at \$1,567,646 and pursuant to Resolution No. 45-18 which set the ballot question, the corresponding expenses have been budgeted according to the allocation of .75% to the Greater Grand Junction Sports Commission (\$391,912) and 1% to the Grand Junction Air Service Alliance (\$522,549). The remaining 1.25% is allocated to the Visit Grand Junction budget (\$653,186). Because the passage of 2A has provided separate funding for the Greater Grand Junction Sports Commission, the \$93,500 originally allocated to the Sports Commission from the revenue generated by the vendors fee cap has been changed to undesignated under the vendors fee cap section of the economic development budget.

The changes described above result in a total recommended budget of \$178.5 million.

The 2019 appropriation ordinance is the legal adoption of the City's budget by the City Council for the upcoming fiscal year. In accordance with the Charter, the City Manager shall prepare the annual budget and upon approval of it and the appropriation ordinance expend sums of money to pay salaries and other expenses for the operation of the City. The documentation of the proposed revenue and expenses prepared and maintained by the Finance Director in support of the budget and ordinance, including and pursuant to Article VII, Paragraph 57 regarding the setting of the City Manager's salary, are incorporated by and made part of this ordinance by this reference and City Council adoption of the same, as if fully set forth. This request is to appropriate certain sums of money to defray the necessary expenses and liabilities of the accounting funds of the City of Grand Junction based on the 2019 recommended budget.

Attached are the following supporting budget documents:

- 1) 2019 Appropriation Ordinance
- 2) 2019 Reconciliation to Appropriation Ordinance
- 3) 2019 Recommended Budget Fund Balance Worksheet
- 4) DDA 2019 Recommended Budget Fund Balance Worksheet
- 5) 2019 Recommended Economic Development
- 6) 2019 Recommended Capital
- 7) 2019 Recommended Capital Descriptions
- 8) 2019 Certificate of Participation Supplemental Budget Information
- 9) 2019 Recommended Line Item Budget By Fund

FISCAL IMPACT:

The 2019 appropriation ordinance and budget are presented in order to ensure sufficient appropriation by fund to defray the necessary expenses of the City. The appropriation ordinances are consistent with, and as proposed for adoption, reflective of lawful and proper governmental accounting practices and are supported by the supplementary documents incorporated by reference.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 4824, an ordinance, together with the documentation of revenue and expenses prepared in support of the budget, all as if fully set forth, appropriating certain sums of money to defray the necessary expenses and liabilities of the City of Grand Junction, Colorado, and the Downtown Development Authority for the year beginning January 1, 2019 and ending December 31, 2019, also known as the Annual Appropriation Ordinance, on final passage and order final publication in pamphlet form.

Attachments

1. 2019 Appropriation Ordinance Second Reading December 5 2018
2. 2019 Reconciliation to Appropriations Ordinance
3. 2019 Recommended Budget Fund Balance Worksheet Final
4. DDA 2019 Recommended Budget Worksheet Final
5. 2019 Recommended Economic Development Final
6. 2019 Recommended Capital Final
7. 2019 Recommended Capital Descriptions Final
8. 2019 Certificate of Participation Supplemental Budget Information
9. 2019 Recommended Line Item Budget By Fund Final

ORDINANCE NO. ____

AN ORDINANCE APPROPRIATING CERTAIN SUMS OF MONEY TO DEFRAY THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF GRAND JUNCTION, COLORADO AND THE DOWNTOWN DEVELOPMENT AUTHORITY FOR THE YEAR BEGINNING JANUARY 1, 2019 AND ENDING DECEMBER 31, 2019 ALSO KNOWN AS THE ANNUAL APPROPRIATION ORDINANCE

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

SECTION 1. That the following sums of money, or so much therefore as may be necessary, be and the same are hereby appropriated for the purpose of defraying the necessary expenses and liabilities, and for the purpose of establishing emergency reserves of the City of Grand Junction, for the fiscal year beginning January 1, 2019, and ending December 31, 2019, said sums to be derived from the various funds as indicated for the expenditures of:

Fund Name	Fund #	Appropriation
General Fund	100	\$ 78,381,699
Enhanced 911 Fund	101	\$ 2,874,468
Visit Grand Junction Fund	102	\$ 3,192,682
D.D.A. Operations	103	\$ 998,362
CDBG Fund	104	\$ 538,714
Parkland Expansion Fund	105	\$ 1,137,589
Lodgers Tax Increase Fund	106	\$ 1,567,646
Conservation Trust Fund	110	\$ 981,157
Sales Tax CIP Fund	201	\$ 25,922,723
Storm Drainage Fund	202	\$ 266,000
D.D.A. Capital Improvements	203	\$ 6,062,598
Transportation Capacity Fund	207	\$ 1,973,000
Water Fund	301	\$ 12,282,658
Solid Waste Removal Fund	302	\$ 4,652,297
Two Rivers Convention Center Fund	303	\$ 7,448,304
Golf Courses Fund	305	\$ 1,909,545
Parking Authority Fund	308	\$ 669,511
Ridges Irrigation Fund	309	\$ 378,804
Information Technology Fund	401	\$ 8,870,271
Fleet and Equipment Fund	402	\$ 6,943,411
Self-Insurance Fund	404	\$ 7,434,530
Communication Center Fund	405	\$ 7,387,502
Facilities Management Fund	406	\$ 2,868,132
General Debt Service Fund	610	\$ 6,887,610
T.I.F. Debt Service	611	\$ 2,898,876
GJ Public Finance Corp Fund	614	\$ 528,675
Riverside Parkway Debt Retirement Fund	615	\$ 3,384,000
Cemetery Perpetual Care Fund	704	\$ 37,133
Joint Sewer Operations Fund	900	\$ 16,895,563

INTRODUCED AND ORDERED PUBLISHED IN PAMPHLET FORM this 7th day of November, 2018.

TO BE PASSED AND ADOPTED AND ORDERED PUBLISHED IN PAMPHLET FORM this _____ day of _____, 2018

President of the Council

Attest:

City Clerk



**2019 Budget-Reconciliation of Fund Balance Worksheets to Appropriations
December 5th, 2018**

Fund #	Fund Name	Per Fund Balance Worksheets			Total 2018 Appropriations
		Total Expense	Transfers Out	Contingency Funds	
100	General	76,656,699	1,550,000	175,000	78,381,699
101	Enhanced 911 Special Revenue	-	2,874,468	-	2,874,468
102	Visit Grand Junction	2,992,682	200,000	-	3,192,682
103	D.D.A. Operations*	748,362	-	250,000	998,362
104	Community Development Block Grants	261,528	277,186	-	538,714
105	Open Space (Parkland Expansion)	-	1,137,589	-	1,137,589
106	Lodgers Tax Increase	914,460	653,186	-	1,567,646
110	Conservation Trust	-	981,157	-	981,157
201	Sales Tax Capital Improvements	13,481,982	12,440,741	-	25,922,723
202	Storm Drainage Improvements	266,000	-	-	266,000
203	D.D.A. Capital Improvements*	6,062,598	-	-	6,062,598
207	Transportation Capacity Improvements	1,973,000	-	-	1,973,000
301	Water	12,282,658	-	-	12,282,658
302	Solid Waste	4,472,297	180,000	-	4,652,297
303	Two Rivers Convention Center	7,448,304	-	-	7,448,304
305	Golf Courses	1,909,545	-	-	1,909,545
308	Parking	669,511	-	-	669,511
309	Irrigation Systems	378,804	-	-	378,804
401	Information Technology	8,870,271	-	-	8,870,271
402	Fleet and Equipment	6,943,411	-	-	6,943,411
404	Self Insurance	4,537,322	-	2,897,208	7,434,530
405	Communications Center	7,387,502	-	-	7,387,502
406	Facilities Management	2,728,150	-	139,982	2,868,132
610	General Deb Service	6,887,610	-	-	6,887,610
611	T.I.F. Debt Service*	1,643,737	1,255,139	-	2,898,876
614	GJ Public Finance Debt Service	528,675	-	-	528,675
615	Riverside Parkway Debt Retirement	-	3,384,000	-	3,384,000
704	Cemetery Perpetual Care	-	37,133	-	37,133
900	Joint Sewer System , Total	16,895,563	-	-	16,895,563

*per DDA Fund Balance Worksheet

Calendar 2019
Recommended Budget

		12/5/2018												
		PROJECTED												
Row Labels	BEGINNING FUND BALANCES	TOTAL REVENUE	LABOR	NON PERSONNEL OPERATING	TOTAL OPERATING EXPENSE	DEBT SERVICE	MAJOR CAPITAL	TOTAL EXPENSE	TRANSFERS IN	TRANSFERS OUT	NET SOURCE (USE) OF FUNDS	Contingency Funds	Net Change in Fund Balance	ENDING FUND BALANCE
General Government														
100 General Fund	27,029,419	74,797,719	48,277,516	27,792,209	76,069,725	-	586,974	76,656,699	3,438,926	1,550,000	29,946	175,000	(145,054)	26,884,365
102 Visit Grand Junction	351,045	2,451,105	744,483	2,248,199	2,992,682	-	-	2,992,682	653,186	200,000	(88,391)	-	(88,390)	262,654
104 CDBG Fund	103,983	466,656	-	261,528	261,528	-	-	261,528	-	277,186	(72,058)	-	(72,058)	31,925
105 Parkland Expansion Fund	795,228	367,974	-	-	-	-	-	-	-	1,137,589	(769,615)	-	(769,615)	25,613
106 Lodgers Tax Increase Fund	-	1,567,646	-	914,460	914,460	-	-	914,460	-	653,186	-	-	-	-
110 Conservation Trust Fund	294,732	726,653	-	-	-	-	-	-	-	981,157	(254,504)	-	(254,504)	40,228
201 Sales Tax CIP Fund	1,722,043	17,362,743	-	345,123	345,123	-	13,136,859	13,481,982	6,894,757	12,440,741	(1,665,223)	-	(1,665,223)	56,820
202 Storm Drainage Fund	52,953	16,975	-	-	-	-	266,000	266,000	200,000	-	(49,025)	-	(49,025)	3,928
207 Transportation Capacity Fund	1,883,889	1,595,444	-	-	-	-	1,973,000	1,973,000	-	-	(377,556)	-	(377,556)	1,506,333
610 General Debt Service Fund	423	723,838	-	-	-	6,887,610	-	6,887,610	6,185,340	-	21,568	-	21,568	21,991
614 GJ Public Finance Corp Fund	9,427	300,248	-	-	-	528,675	-	528,675	230,175	-	1,748	-	1,748	11,175
615 Riverside Pkwy Debt Retirement	7,090,544	156,122	-	-	-	-	-	-	2,024,608	3,384,000	(1,203,270)	-	(1,203,270)	5,887,274
Subtotal	39,333,686	100,533,123	49,021,999	31,561,519	80,583,518	7,416,285	15,962,833	103,962,636	19,626,992	20,623,859	(4,426,380)	175,000	(4,601,379)	34,732,305
Enterprise Operations														
301 Water Fund	6,111,731	8,719,670	2,979,393	2,511,137	5,490,530	635,128	6,157,000	12,282,658	470,000	-	(3,092,988)	-	(3,092,988)	3,018,743
302 Solid Waste Removal Fund	1,085,506	4,476,463	1,147,638	3,230,218	4,377,856	94,441	-	4,472,297	-	180,000	(175,834)	-	(175,834)	909,672
303 Two Rivers Convention Cntr Fund	30,517	6,923,746	-	428,304	428,304	-	7,020,000	7,448,304	500,000	-	(24,558)	-	(24,558)	5,959
305 Golf Courses Fund	60,005	1,895,577	907,365	853,250	1,760,615	148,930	-	1,909,545	160,000	-	146,032	-	146,032	206,037
308 Parking Authority Fund	146,519	721,555	208,129	217,615	425,744	243,767	-	669,511	-	-	52,044	-	52,044	198,563
309 Ridges Irrigation Fund	146,616	282,094	116,353	162,451	278,804	-	100,000	378,804	-	-	(96,710)	-	(96,710)	49,906
900 Joint Sewer System Fund	20,045,153	17,084,240	3,725,488	3,800,577	7,526,065	1,684,398	7,685,100	16,895,563	-	-	188,677	-	188,677	20,233,830
Subtotal	27,626,047	40,103,345	9,084,366	11,203,552	20,287,918	2,806,664	20,962,100	44,056,682	1,130,000	180,000	(3,003,337)	-	(3,003,337)	24,622,710
Special Taxing Districts														
613 Ridges Debt Service Fund	17,185	-	-	-	-	-	-	-	-	-	-	-	-	17,185
Subtotal	17,185	-	-	-	-	-	-	-	-	-	-	-	-	17,185
Internal Service Operations														
101 Enhanced 911 Fund	1,727,991	2,430,084	-	-	-	-	-	-	-	2,874,468	(444,384)	-	(444,384)	1,283,607
401 Information Technology Fund	2,169,939	7,456,456	2,777,399	5,363,872	8,141,271	-	729,000	8,870,271	-	-	(1,413,815)	-	(1,413,815)	756,124
402 Fleet and Equipment Fund	879,592	6,307,906	1,098,286	2,461,125	3,559,411	-	3,384,000	6,943,411	384,000	-	(251,505)	-	(251,505)	628,087
404 Self Insurance Fund	3,294,666	4,139,864	1,056,901	3,480,421	4,537,322	-	-	4,537,322	-	-	(397,458)	2,897,208	(3,294,666)	-
405 Comm Center Fund	273,874	4,775,073	4,499,673	2,253,829	6,753,502	-	634,000	7,387,502	2,374,468	-	(237,961)	-	(237,961)	35,913
406 Facilities Management Fund	276,766	2,591,366	514,225	2,213,925	2,728,150	-	-	2,728,150	200,000	-	63,216	139,982	(76,766)	200,000
Subtotal	8,622,828	27,700,749	9,946,484	15,773,172	25,719,656	-	4,747,000	30,466,656	2,958,468	2,874,468	(2,681,907)	3,037,190	(5,719,097)	2,903,731
Total All Funds	\$ 75,599,745	\$ 168,337,217	\$ 68,052,849	\$ 58,538,243	\$ 126,591,092	\$ 10,222,949	\$ 41,671,933	\$ 178,485,974	\$ 23,715,460	\$ 23,678,327	\$ (10,111,624)	\$ 3,212,190	\$ (13,323,813)	\$ 62,275,931

Downtown Development Authority

Calendar 2019 Recommended Budget		12/5/2018 PROJECTED												
Row Labels	BEGINNING FUND BALANCES	TOTAL REVENUE	LABOR	NON PERSONNEL OPERATING	TOTAL OPERATING EXPENSE	DEBT SERVICE	MAJOR CAPITAL	TOTAL EXPENSE	TRANSFERS IN	TRANSFERS OUT	NET SOURCE (USE) OF FUNDS	Contingency Funds	Net Change in Fund Balance	ENDING FUND BALANCE
103 Downtown Development Authority	1,454,776	1,345,442	157,144	471,218	628,362	-	120,000	748,362	-	-	597,080	250,000	347,080	1,801,856
203 DDA Capital Improv Fund	4,663,898	143,561	8,324	6,054,274	6,062,598	-	-	6,062,598	1,255,139	-	(4,663,898)	-	(4,663,898)	-
611 DDA TIF Debt Service Fund	2,580,903	1,845,418	-	-	-	1,643,737	-	1,643,737	-	1,255,139	(1,053,458)	-	(1,053,458)	1,527,445
Total All Funds	\$ 8,699,577	\$ 3,334,421	\$ 165,468	\$ 6,525,492	\$ 6,690,960	\$ 1,643,737	\$ 120,000	\$ 8,454,697	\$ 1,255,139	\$ 1,255,139	\$ (5,120,276)	\$ 250,000	\$ (5,370,276)	\$ 3,329,301



**Recommended 2019 Economic Development, Partnerships, Sponsorships, and Memberships
December 5th, 2018**

ITEM REF#	PARTNER/AGENCY	USE OF FUNDS	2019 RECOMMENDED
1	GENERAL FUND 100 CONTRIBUTIONS AND DUES		
2	5.2.1 Drainage Authority	Dues	\$ 122,000
3	Associated Governments of Northwest Colorado	Dues	8,200
4	Club 20	Dues	4,100
5	Colorado Municipal League	Dues	46,411
6	Colorado Water Congress	Dues	5,970
7	Grand Junction Area Chamber of Commerce	Dues	6,675
8	Metropolitan Planning Organization	Dues	28,397
9	National League of Cities	Membership Fee	4,601
10	Parks Improvement Advisory Board (PIAB)	PIAB	14,000
11	Arts Commission	Art grant program funding	40,000
12	CMU - Scholarships	Scholarship for local D51 youth	400,000
13	COPMOBA (CO Plateau Mountain Bike Trail Assoc.)	Capital towards Palisade Plunge	5,000
14	DDA Sales Tax Increment	General Fund Share	320,327
15	Downtown Business Improvement District	Marketing Downtown GJ	15,269
16	FRA Colorado West Branch 244	Event Sponsorship-Memorial Day Wreath Float	150
17	Grand Junction Centennial Band	Offset performance facility expenses/marketing expenses	2,500
18	Grand Junction Firefighters Association	Event Sponsorship-GJ Turkey Trot 5K	2,000
19	Grand Junction Housing Authority	Capital-Phase II of Village Park Development	105,000
20	Grant-a-Wish	Event Sponsorship-City park rental for fundraiser	500
21	Hi Five Robotics	Program Sponsorship-Robot supplies, travel costs, entry fees	3,000
22	Hilltop Community Resources	Capital - Bacon Campus Life Safety Upgrade	50,000
23	Hilltop Gala	Event Sponsorship for the Hilltop Gala	1,000
24	Homeless Marketing	Marketing Plan to reduce homelessness in GJ	35,000
25	HomewardBound of the Grand Valley	Capital-Complete 3rd Floor of the Pathways Family Shelter	50,000
26	HopeWest	Event Sponsorship-2019 HopeWest Gala, supports operations	5,000
27	HopeWest	Event Sponsorship-2019 Holiday Show, supports HopeWest kids	2,500
28	Mesa Land Trust (Colorado West Land Trust)	Support the development for Monument Corridor (Lunch Loop)	10,000
29	Museums of Western Colorado	Promotion and marketing program to attract visitors to GJ	20,000
30	Riverfront Commission	Operations-continued development of the Riverfront Trails	17,121
31	STRiVE	Capital-"Framing the Future" working & program space for STRiVE	102,500
32	The House (Karis, Inc.)	Capital-Tap Fees for apartment Style building for homeless youth	59,000
33	Western Slope Center for Children	SANE (Sexual Assault Nurse Examiner) program support	7,500
34	Western Slope Center for Children	General operating support	30,000
35	Western Slope Center for Children	Capital Campaign for new facility modifications	50,000
36	Vendors Fee Transfer to Visit GJ		584,612
37	TOTAL GENERAL FUND 100 CONTRIBUTIONS AND DUES		\$ 2,158,333
38	3/4 CENT SALES TAX FUND 201 CONTRIBUTIONS		
39	Business Incubator	Sponsorship for incubator program/SBDC grant match funds	53,600
40	CMU - Classroom Building (15 Yrs. ending in 2027)	Building Commitment	500,000
41	Commercial Catalyst Pilot Program	Commercial Catalyst	30,000
42	DDA Sales Tax Increment	3/4 Cent Sales Tax Fund Share	120,123
43	Foreign Trade Zone Implementation	Funding to establish a Foreign Trade Zone	100,000
44	GJEP - Grand Junction Economic Partnership	Operational funding	40,000
45	GJEP Job Incentive Program	Program Sponsorship	3,400
46	Grand Junction Area Chamber of Commerce (YEA)	Program Sponsorship-Young Entrepreneurs Academy (YEA)	4,000
47	Grand Valley Transit	Operations	515,000
48	Special Olympics	Event Sponsorship-Costs of Stocker Stadium & LP Pool	6,251



**Recommended 2019 Economic Development, Partnerships, Sponsorships, and Memberships
December 5th, 2018**

ITEM REF#	PARTNER/AGENCY	USE OF FUNDS	2019 RECOMMENDED
49	Las Colonias Final Phase and Business Park		696,834
50	Two Rivers Convention Center Improvements		258,087
51	Vendors Fee Transfer to Visit GJ		219,229
52	TOTAL 3/4 CENT SALES TAX FUND 201 CONTRIBUTIONS		\$ 2,546,524
53	ED Partnership (Chamber, BIC Sports Commission,	Program Sponsorship for Economic Development Programs	
54	<i>BIC</i>	<i>Maker Space/Incubator Kitchen</i>	<i>60,000</i>
55	<i>GJ Chamber</i>	<i>Business Expansion/Job Creation</i>	<i>40,000</i>
56	<i>GJEP</i>	<i>Prospect Visit/Trade show/Trade Visits/Industry Lists/</i>	<i>150,000</i>
57	<i>GJEP/IDI</i>	<i>Incentives for Job Creation</i>	<i>26,200</i>
58	<i>Unallocated (formerly Sports Commission*)</i>	<i>Undesignated</i>	<i>93,500</i>
59	TOTAL ALLOCATION OF VENDORS FEE CAP		\$ 369,700
60	GRAND TOTAL ECONOMIC DEVELOPMENT		\$ 5,074,557

*With the passage of Ballot Measure 2A in November 2018, the Greater Grand Junction Sports Commission will now receive funding from the increase in Lodging taxes.

**Recommended Capital Projects 2019
December 5th, 2018**

Line #	Ref	Department	Project Title	Cost
3/4% Sales Tax Capital Projects				
1		Street Maintenance	Street Maintenance	6,184,000
				Total Street Maintenance \$ 6,184,000
2		Community Development	Comprehensive Plan Update	187,500
				Total Community Development \$ 187,500
3		General Services	Avalon Theater Improvements (50% Foundation Match)	100,000
4		General Services	Facilities Major Systems Repair and Replacement Accrual	200,000
5		General Services	Two Rivers Convention Center Improvements	6,900,000
				Total General Services \$ 7,200,000
6		Public Safety	Fire Training Facility (FML grant)	675,000
				Total Public Safety \$ 675,000
7		Parks and Recreation	Blue Heron/Junior Service League Restrooms (CTF Funded)	60,000
8		Parks and Recreation	Canyon View Batter's Eye Repair (CTF Funded)	20,000
9		Parks and Recreation	Canyon View Park Baseball Scoreboard (CTF Funded)	32,000
10		Parks and Recreation	Columbine Park Safety Net Replacement (CTF Funded)	35,000
11		Parks and Recreation	Greenway at Dos Rios (Foundation Funding)	726,314
12		Parks and Recreation	JUCO Trophy Case	60,000
13		Parks and Recreation	Las Colonias Park Amphitheater Restrooms	250,000
14		Parks and Recreation	Las Colonias Park Improvements (River Recreation Park and Raw Water Projects)	1,700,000
15		Parks and Recreation	Lincoln Park Pool Splash Pad Renovation (CTF Funded)	25,000
16		Parks and Recreation	Lincoln Park Pool Splash Pad Drain (CTF Funded)	15,000
17		Parks and Recreation	Parks Master Plan (GOCO & Open Space Funded)	37,500
18		Parks and Recreation	Playground Repairs (CTF Funded)	25,000
19		Parks and Recreation	Riverfront Trail Repairs	25,000
20		Parks and Recreation	Sherwood Park Playground Replacement	125,000
21		Parks and Recreation	South Camp Road Trail Repair	45,000
22		Parks and Recreation	Suplizio Field Stands Repair	100,000
				Total Parks and Recreation \$ 3,280,814
23		Public Works	24 1/2 Road Pedestrian Improvements (CDBG Funded)	13,500
24		Public Works	City Entry Way Signs Project	150,000
25		Public Works	Curb, Gutter, Sidewalk Safety Repairs	100,000
26		Public Works	Culvert Replacement, GRJM-21.50-G.95	40,000
27		Public Works	Fiber Project with Raw Water Line	84,000
28		Public Works	Lorey Drive Sidewalk/Drainage (Developer Funded)	45,000
29		Public Works	Monument Rd Trail - D Rd to Lunch Loop Pkg Lot (Open Space, Grants)	2,512,045
30		Public Works	Riverfront at Dos Rios	400,000
31		Public Works	Grand Ave, 9th and 10th Street-Safe Routes to School (CDBG Funded)	60,000
32		Public Works	Pinyon Avenue 13th to 15th-Orchard Ave Elementary Safe Routes to Schools (CDBG Funded)	60,000
33		Public Works	Traffic Signal Controllers	85,000
34		Public Works	Traffic Signal Equipment Upgrade	219,000
				Total Public Works \$ 3,768,545
				Total Sales Tax Capital Projects \$ 21,295,859
Drainage Improvement Projects				
35		Public Works	Drainage System Improvements	16,000
36		Public Works	Pioneer Meadows (Partner w/GVDD & Mesa County)	250,000
				Total Drainage Projects \$ 266,000
Transportation Capacity Capital Projects				
37		Public Works	25 Road Left Turn Lanes North of Patterson	696,000
38		Public Works	G Rd & 24 Road Intersection Improvements	50,000
39		Public Works	Orchard Ave.-Normandy to 29 Road (Partner w/Mesa County)	927,000
40		Public Works	Patterson Rd Access Control Plan	200,000
41		Public Works	Tour of Moon/S. Broadway Improvements (Partner w/Mesa County)	100,000
				Total Transportation Capacity Capital Projects \$ 1,973,000
Enterprise Funds Capital Projects				
42		Water	Water Line Replacements	773,000
43		Water	Flow Line Replacements	1,540,000
44		Water	Kannah Creek Water system improvements	25,000

**Recommended Capital Projects 2019
December 5th, 2018**

<u>Line #</u>	<u>Ref</u>	<u>Department</u>	<u>Project Title</u>	<u>Cost</u>
45	Water		Water Treatment Plant Modifications	50,000
46	Water		Laboratory Equipment	140,000
47	Water		Raw Water Reservoir #4 Rehabilitation	250,000
48	Water		Carson Lake Dam Rehabilitation	200,000
49	Water		Water Meter Replacement	570,000
50	Water		Somerville/Anderson Ranch Improvements	25,000
51	Water		Raw Water Irrigation Supply Line Phase 1	2,500,000
52	Water		Fiber Project as Part of Raw Water Line Project	84,000
Total Water Projects				\$ 6,157,000
53	Ridges Irrigation		Shadow Lake Dredging	100,000
Total Ridges Irrigation Projects				\$ 100,000
54	Joint Sewer Operations		Interceptor Repair and Replacement	1,800,000
55	Joint Sewer Operations		Sewer Line Replacement in Collection System	2,700,000
56	Joint Sewer Operations		Sewer Line Replacement / Alley Reconstruction	285,000
57	Joint Sewer Operations		Lift Station Elimination/Rehabilitation	300,000
58	Joint Sewer Operations		Plant Backbone Improvements	515,100
59	Joint Sewer Operations		Sludge Drying Pad	400,000
60	Joint Sewer Operations		Lab Equipment	100,000
61	Joint Sewer Operations		Plant Studies	285,000
62	Joint Sewer Operations		Plant/System Expansion, 23 Road Trunk Extension	1,200,000
63	Joint Sewer Operations		Tiara Rado Force Main Study	100,000
Total Sewer				\$ 7,685,100
Total Enterprise Funds				\$ 13,942,100
Internal Service Funds Capital Projects				
64	Information Technology		Phone System Replacement	464,000
65	Information Technology		Help Desk System Replacement	25,000
66	Information Technology		VMWare NSX Platform	240,000
Total Information Technology				\$ 729,000
67	Fleet		Fleet Replacement	3,000,000
Total Fleet				\$ 3,000,000
68	Communication Center		800MHz Capital Improvements	70,000
69	Communication Center		Microwave Replacement at radio sites	115,000
70	Communication Center		Lee's Point Building replacement/site wo	80,000
71	Communication Center		CAD system upgrade	20,000
72	Communication Center		Planned Radio Site Upgrade (gateway, switches, etc.)	80,000
73	Communication Center		Comm Center Remodel (Admin Area)	85,000
74	Communication Center		Fiber Project as Part of Raw Water Line Project	84,000
75	Communication Center		Radio Console PC Upgrades/Replacement (non-capital)	100,000
Total Communications Center				\$ 634,000
Total Internal Service Funds				\$ 4,363,000

2019 Recommended Capital Project Descriptions December 5th, 2018

3/4 % SALES TAX CAPITAL PROJECTS

STREET MAINTENANCE

1. **Street Maintenance Projects, \$6,184,000** – Street Maintenance requires an ongoing annual commitment to maintain the City’s \$266 million worth of street assets. In 2017, this effort was increased with the passing of Measure 2B and those funds are part of the ongoing effort to upgrade our pavement condition index (PCI) beginning in 2018 through 2022 with a target PCI of 73. A pavement management system is used to evaluate pavement quality and prioritize street maintenance needs. Parameters used to determine the pavement condition index (PCI) for major streets include ride quality, structural adequacy and surface distress. These parameters are measured every five years by non-destructive testing methods. According to a Colorado Asphalt Paving Association 2016 study, most communities surveyed were trying to maintain a PCI of 73. The City is divided into 12 Street Maintenance Areas (SMA) with an area scheduled to receive a chip seal each year. However, each of the streets in an SMA are analyzed for the proper treatment, whether that be a fog seal, chip seal, microsurface, overlay or total reconstruction. In 2019, the City’s street maintenance efforts will focus on:
 - **7th Street Reconstruction Phase 2 (F1810), \$1,400,000** – This is the second phase of the reconstruction of 7th Street between North Avenue and Patterson Road. Phase 2 will reconstruct 7th Street between Orchard Avenue to Patterson Road. On the west side between Bookcliff Avenue and Center Avenue, 330 feet of curb, gutter, and sidewalk will be replaced within existing right-of-way to provide for a consistent road width through the corridor.
 - **Street Maintenance (F0001-F000129), \$3,600,000 (\$5M planned for 2020)** – The annual street maintenance program includes contract construction for some of the crack filling, hot mix asphalt overlays, asphalt patching, micro surfacing, and minor street reconstructions.
 - **Chip Seal/Crackfill (PCHIP/PCRAK), \$800,000 (\$800K planned for 2020)** – One of the most detrimental effects to the structure of a road is to let water migrate through the surface and get into the subgrade. Allowed to perpetuate, more moisture continues to weaken the subgrade causing more cracks which eventually leads to potholes and degradation of the road surface. The City’s crackfill program aims to fill cracks in all of the road surfaces that are planned for chip seal, microsurface or other light maintenance activity. Chipseal enhances safety by providing good skid resistance. They provide an effective moisture barrier for the underlying pavement against water intrusion and prevent deterioration of the asphalt surface from the effects of aging and oxidation due to water and sun.
 - **Street Maintenance Equipment, \$384,000** – This equipment will provide an additional chipper, two crackfill pots, and two air compressors for the Project Work Team in order to run two crews to perform chipseal and crackfill maintenance on City streets beginning in 2019 and beyond.

COMMUNITY DEVELOPMENT

2. **Comprehensive Plan Update, \$187,500 (\$62.5K planned for 2020)** – The City’s last Comprehensive Planning process began in 2006 and was adopted in 2009. Nearly 12 years have passed since the previous comprehensive plan was initiated and the community has changed during this period of time. This update to the Comprehensive Plan will be a significant work product to develop a community vision with specific goals and strategies related to implementing the plan. A significant part of the project will entail planning for future growth of the community but will also focus on other values that may include elements related to public safety, parks, trails and open space, hazard mitigation and housing. Extensive public outreach will begin with the collecting of information in a community survey (2018 budget) in the Fall of 2018. A consultant will be hired to lead this effort in coordination with staff from the Community Development Department.

2019 Recommended Capital Project Descriptions December 5th, 2018

GENERAL SERVICES

- 3. Avalon Theater Improvements, \$100,000 (50% Foundation Match)** – The Avalon Foundation Board is in the process of prioritizing the projects at the theater. Once identified, the Foundation will focus their fundraising efforts to that project which will be matched by the City up to \$50,000.
- 4. Facilities Major Systems Repair and Replacement (Accrual), \$200,000** – Long-term planning and prioritization for replacement of City facilities and major systems is managed through a facility needs software system. The needs assessment is based on a facility condition index which evaluates the condition and need for improvements. Beginning in 2019 it is planned to begin accruing for these needs by committing funds from the 3/4% sales tax fund each year.
- 5. Two Rivers Convention Center (TRCC) Improvements (F1801), \$6,900,000** – Two Rivers Convention Center contains nearly 23,000 square feet of meeting/event space and can accommodate a group of up to 2,000 people. The Convention Center contains three ballrooms of at least 5,800 square feet each, as well as six smaller rooms. The Convention Center is managed by Pinnacle Venue Services, which began managing the facility in January 2017. The improvements to the Convention Center will include roof repairs, upgrades to the water distribution system, kitchen upgrades, exterior repairs, and various other improvements, including the construction of a corridor that will connect the Convention Center to a future hotel planned to be constructed in 2020.

PUBLIC SAFETY

- 6. Fire Training Facility (E1802), \$675,000 (\$275K planned for 2020)** – This is the continuation of the Fire Training Facility project that began in 2018 and continues in 2019 and 2020. This phase of the project will complete the fire training building, multi-story tower, and concrete driving surfaces. Additional training props for hazardous material and technical rescue training are also planned. This project started in 2014 with the award of a Mesa County Federal Mineral Lease (MCFML) grant that assisted in funding water and septic system infrastructure and the placement of two modular classroom buildings. Once this project is complete, the Fire Department will be able to regularly provide live fire training for all new fire recruits and current firefighters. These controlled fires will allow a safer and regular training opportunity without having to transport our firefighters to other parts of the State for required training.

PARKS & RECREATION

- 7. Blue Heron/Junior Service League Restrooms, \$60,000 (CTF Funded)** – Currently, the City maintains 12 miles of riverfront trail from Eagle Rim Park in Orchard Mesa to the end of the Monument View Trail at the Appleton Wash. The 10-mile Blue Heron section of the trail does not offer trail users restroom facilities with the exception of a portable toilet at Junior Service League Trail Head. Though functional, portable toilets are the least desirable type of restroom facilities and are not equipped with hand washing capabilities. The most logical locations for restroom facilities are at Junior Service League and the Blue Heron Boat Launch. Both locations are heavily used and in desperate need of restroom facilities. Providing utilities to these locations (water, sewer, and electricity) would be cost prohibitive because of the lack of existing utilities in the area. The funding is requested to install fully functional vault toilets. The unit requested is fully self-contained, odor free and gives the appearance of a standard restroom.
- 8. Canyon View Batter's Eye Repair, \$20,000 (CTF Funded)** – The batters eye at Canyon View Park baseball field can be the players best friend by providing a dark back ground for players to see the ball when pitched, as well as for fielders. The batters eye blocks out glare and movement outside the field such as the traffic from I-70. Due to the constant high winds coming from the Southwest the batters eye acts like a huge wind sail. The continuous movement has caused the eye to bend, thus becoming a significant safety issue. In order to correct the problem, large braces will be placed on each pole anchored into the ground providing additional support for the entire structure.
- 9. Canyon View Park Baseball Scoreboard, \$32,000 (G1703) (CTF Funded)** – Replace the existing scoreboard with new Daktronics LED scoreboard that runs off of a wireless frequency. The scoreboard will be the same as the one at Suplizio Field. The current scoreboard is running off of old technology and repairs are extremely difficult because parts are no longer available. The cost for replacing the damaged modules is increasing as well as the cost to replace the incandescent light bulbs that are no longer manufactured.

2019 Recommended Capital Project Descriptions December 5th, 2018

10. **Columbine Park Safety Net Replacement, \$35,000 (CTF Funded)** – The Safety netting separating the softball infields and the spectator area is badly worn and deteriorating to the point of having large holes and rips in the netting allowing balls to fly through towards spectators. The many years of being exposed to UV damage, wind, snow and rain makes it necessary to replace the netting.
11. **Greenway at Dos Rios, \$726,314 (\$151K planned for 2020) (Foundation Donations Funded)** – The RIO planning effort identified the following project components: closure of Riverside Park Drive to allow realignment of the Riverfront Trail, a larger picnic shelter, a larger basketball court, parking in the alley, curb, gutter, and sidewalks around the park and along the trail, split rail fencing, and a bicycle playground located on the Riverfront at Dos Rios property. The project is supported by CDBG funds, One Riverfront, and potential grants from the Rocky Mountain Health Foundation, Colorado Health Foundation, and Great Outdoors Colorado. Future improvements to the Greenway at Dos Rios include development of the remaining six acres of park to include a restroom and other riverfront amenities.
12. **JUCO Trophy Case, \$60,000** – The JUCO memorabilia case located at Two Rivers Convention Center will be relocated to a more suitable location at Suplizio Field for fans and spectators to enjoy.
13. **Las Colonias Park Amphitheater Restroom, \$250,000 (G1303-G130308)** – Based on future growth of the events at the Amphitheater and the future river recreation feature, park restrooms are necessary at the northwest corner of the Amphitheater off of Struthers Avenue.
14. **Las Colonias Park Enhancements, \$1,700,000** – The City will continue to enhance Las Colonias Park in 2019, focusing on the following projects:
 - **Las Colonias Raw Water Project, \$450,000 (\$450K for 2020)** – This project will replace the existing raw irrigation supply line that serves the cemetery and extends the irrigation line to serve Duck Pond Park, Riverside Parkway Interchange, Botanical Gardens, Las Colonias Amphitheater, and Las Colonias Park. Currently, all of the existing parks are on domestic water. Providing a less expensive raw water source will lower the long term operating cost of those parks and reduce the demand for treated water through the City’s treatment plant. Future phases will serve the Dos Rios development, and the existing Riverside Park. The Water Fund is managing and constructing the project in connection with the construction of a new potable water line. The total of \$900,000 will be paid to the irrigation portion of the project.
 - **Las Colonias River Recreation Park, \$1,250,000 (Grants, Donations, CTF Funded)** – The purpose of the proposed slough enhancements at Las Colonias Park is to enhance the stream hydrology and aquatic habitat zone in the existing recently constructed slough, add additional aquatic habitat area by supporting the Colorado River’s multi-thread anastomosing channel planform, and maintain existing navigational and recreational use throughout a larger portion of the year. Overall, the existing slough is not functioning as originally intended with not near as much flow through the slough as originally proposed. This project will not only restore the original intent by adding more flow through the slough but also will add 1.77 acres of open water.
15. **Lincoln Park Pool Splash Pad Renovation, \$25,000 (CTF Funded)** – The splash pad was installed in 2005 and is need of mechanical system replacement and upgrade of the features. Since the downtown fountain was closed to use in 2015, the Lincoln Park splash pad has become the community's only free option for water play. This important feature is highly utilized throughout the summer season by the general public, child care operators, and tourists.
16. **Lincoln Park Pool Splash Pad Drain, \$15,000 (CTF Funded)** – A drain for the splash pad was not included or installed as part of the project in 2005. Since then, the splash pad has incurred significant water loss over the course of the season at an estimated amount of 500 gallons a day. A drain will allow recirculation of water reducing water loss.
17. **Parks Master Plan \$37,500 (\$37,500 planned in 2020) (Open Space and Grant Funded)** – The last parks master plan was developed in 2001. The updated plan will provide guidance and policy direction for the Department’s role in the

2019 Recommended Capital Project Descriptions December 5th, 2018

community. The plan will include an opportunity to survey the community, analyze the system's current condition and challenges, develop long-range goals, and high-level initiatives to build success over time. Opportunity exists to apply to DOLA or GOCO for matching funds.

18. **Playground Repairs, \$25,000 (G1801) (CTF Funded)** – Typical play structures have a useful life expectancy of 10 to 15 years, depending on usage and vandalism. Parks Operations is being proactive and taking all precautions to ensure that every playground within the park system meets the highest of National Playground Safety Institute (NPSI) standards for safety by having three certified playground inspectors who have implemented a daily, weekly, and monthly playground inspection program that will determine the long and short term condition of every playground structure. Based on these inspections, funds will be used for repair and replacement as needed and could include the replacement of large apparatus such as slides, ramps, and surfacing.
19. **Riverfront Trail Repairs (G1304), \$25,000** – This is an ongoing project and the areas of concerns will be identified and prioritized based on highest priority areas. The annual \$25,000 is used to correct safety concerns and hazardous situations and replace areas of asphalt with concrete.
20. **Sherwood Park Playground Replacement, \$125,000** – In conjunction with the playground repair program and safety inspections, Sherwood Park Playground has risen to the top of the list for complete playground and/or surfacing replacement. Sherwood Park was installed in 1995, and the playground apparatus has rusting support poles, warping ramps, and due to the age of the equipment, repair parts are no longer available.
21. **South Camp Road Trail Repair, \$45,000** – Flood events through Red Canyon have overtopped the South Camp Trail three times in the last 13 months. While the trail remains in satisfactory condition, upstream and downstream channel armor has degraded significantly. This project will reconstruct portions of the channel armoring and concrete to better withstand future flood flows.
22. **Suplizio Field Stands Repair, \$100,000** – The stands at Suplizio field are starting to show signs of failure. There are several sections of the stands that surface rust has completely eaten through steps and many sections that the surface rust has caused significant damage. The repairs of the stands would include stripping out all rust, repairing damaged sections, sealing cracks, and repainting of the stands.

PUBLIC WORKS

23. **24 1/2 Road Pedestrian Improvements, \$13,500 (CDBG Funded)** – The proposed pedestrian crossing will provide a median and ramps to connect Grand Valley Transit west transfer station to the new sidewalk on the north side of O'Reilly's Auto Parts, increasing east-west pedestrian mobility along Patterson Road.
24. **City Entry Way Signs Project, \$150,000** – The existing signs are over 40 years old and are in need of an update to project a positive image representative of the largest community between Denver and Salt Lake City.
25. **Curb, Gutter, and Sidewalk Safety Repairs, \$100,000 (F0051-F005111), (\$100K planned for 2020)** – This program includes the replacement or repair of deteriorated or hazardous curbs, gutters, and sidewalks on City streets. It also includes replacement of curbs and gutters that do not properly drain. Tripping hazards on sidewalks are given highest priority. Concrete replacement locations are determined from field surveys and citizen complaints. Each location is rated and prioritized according to the type of problem and degree of hazard. The benefits include keeping our curb, gutter, and sidewalks in a state of good repair providing a reliable surface for non-motorized users and conveyance of stormwater without standing water.
26. **Culvert Replacement, GRJM-21.50-G.95, \$40,000** – This five-foot diameter galvanized corrugated metal pipe located on 21 1/2 Road just south of H Road has widespread advanced corrosion throughout the culvert with multiple holes and is in need of replacement.

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- 27. Fiber Project with Raw Water Line, \$84,000** – This multi-department project will provide fiber optic connectivity between the 911 Dispatch Center, and the Water Plant, directly replacing a microwave link between the public safety building and the water plant tower. In addition, this project will provide a fiber connection to the Water Treatment Plant which will eliminate the slowness and reliability issues experienced over our current microwave link. The project will result in a cost avoidance for a future microwave link that would be required to provide a redundant connection for the SCADA system being implemented. Using fiber instead of microwave eliminates the latency created by the microwave hops and provides a significantly more reliable connection with much higher bandwidth.
- 28. Lorey Drive Sidewalk/Drainage, \$45,000 (Developer Funded)** – This project is a public/private partnership to close a small gap of sidewalk and address drainage concerns just west of 1st Street on Lorey Drive.
- 29. Monument Rd Trail-D Rd to Lunch Loop Parking Lot (F1710-F171001), \$2,512,045** – This project extends multi-modal access with a scenic shared-use, off-road trail to the BLM Lunch Loop area. Once built, the trail will provide a non-motorized alternative access from the Riverfront Trail to one the region’s most popular trailheads for access to a vast network of trails on Bureau of Land Management (BLM) lands. This extension will also connect the surrounding amenities, including downtown Grand Junction, Las Colonias Park, the Botanical Gardens, Connected Lakes, and surrounding neighborhoods to each other as well as to the BLM trails and City owned bike park at Lunch Loop. In addition to vastly improving connectivity, this trail will enhance safety by providing an off-road path for multiple users.
- 30. Riverfront at Dos Rios, \$400,000** – The City's investments in economic development of the River District is slated to continue with Phase I of the Riverfront at Dos Rios (formerly known as Jarvis). This first phase will construct 600 feet of curb, gutter and sidewalk along Dos Rios Way, along with necessary extensions of utilities such as water, sewer, irrigation, storm, gas, electric, city fiber, Century Link and Charter/Spectrum facilities. This work is immediately adjacent to the first private investment, Sunshine Polishing, and will also benefit the 1.2-acre lot just to the south.
- 31. Grand Avenue-9th and 10th Street-Safe Routes to School, \$60,000 (CDBG Funded)** – This project will create curb extensions (bulb-outs) on all four corners of the intersections of 9th Street and Grand Avenue and 10th Street and Grand Avenue. 9th Street is a major pedestrian route to Chipeta Elementary and West Middle School. 10th Street is part of the bike route between Colorado Mesa University and Downtown. The proposed work will help shorten the crossing distance across Grand Avenue.
- 32. Pinyon Avenue-13th to 15th-Orchard Avenue Elementary Safe Routes to Schools, \$60,000 (CDBG Funded)** – This project will construct 640 feet of curb, gutter and sidewalk along with two accessible ramps to connect with concrete sidewalks west of the 13th Street to the concrete sidewalk east of 15th Street.
- 33. Traffic Signal Controllers (F0012), \$85,000 (\$110K planned for 2020)** – The City currently owns 52 traffic signals with electronic controllers of varying age and functionality and operates the 46 state highway signals inside the City limits under a maintenance contract. This is an on-going replacement/upgrade program for traffic signal controllers. Maintaining a replacement cycle for signal controllers is necessary, primarily because of the limited service life of the controller which is exposed to in-the-field conditions. It is also necessary to keep pace with current technology supporting traffic signal coordination, vehicle detection, and emergency pre-emption systems; all of which contribute to safer and less congested roadways. With the renewal of the CDOT Maintenance Agreement for 2019-2023, an additional \$25,000 was added for purchase of signal controllers for CDOT signals.
- 34. Traffic Signal Equipment Upgrade (F0021), \$219,000 (\$221K planned for 2020)** – Upgrades to signal equipment are required for safety and compliance with Federal requirements. It is also a cost-effective way to extend the life of the signal investment. Installation of this equipment provides safer and more efficient operation for aging signals and extends their service life. An ongoing maintenance program to replace these key signal components when they begin to fail is a more efficient way to preserve the signal infrastructure. This also adds a good deal of assistance to the aging, the physically challenged, and children. Pre-emption for fire department vehicle movement greatly enhances

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their efforts toward quicker and safer emergency runs. With the renewal of the CDOT Maintenance Agreement for 2019-2023, an additional \$25,000 was added for purchase of signal equipment for CDOT signals.

DRAINAGE IMPROVEMENT PROJECTS

- 35. **Drainage System Improvements, \$16,000** – Many small drainage improvements are constructed by City crews. This funding buys materials for Public Works Stormwater Division to install.
- 36. **Pioneer Meadows Drainage Improvements, \$250,000 (Partnership with Mesa County)** – Mesa County is proposing to reconstruct E Road between 31 and 32 Road in 2019 and requested the City to participate in the storm drainage infrastructure that will benefit not only the new road but also provide a stormwater outfall to the proposed Pioneer Meadows Subdivision which is within City limits.

TRANSPORTATION CAPACITY CAPITAL PROJECTS

- 37. **25 Road Left Turn Lanes, \$696,000** – 25 Rd. is classified as a principal arterial to F 1/2 Rd. and minor arterial north of F 1/2 on the City-County urban functional classification map and is designated as a bike route on the Urban Trails Master Plan. This project will widen 25 Rd. at Waite Street, F 1/4 Rd. and F 1/8 Rd. where left turn lanes are warranted. No curb, gutter, sidewalk or street lights are proposed as part of this project, however enough pavement width is proposed to stripe a bike lane. Widening of approximately 2,000 linear feet of 25 Rd. is included. Right of Way acquisition of approximately 10,000 sq. feet will be required from five properties.
- 38. **G Rd & 24 Road Intersection Improvements, \$50,000 (\$1.95M planned for 2020)** – With recent growth along both the 24 Road and G Road corridors, this intersection has started to experience long ques during peak hours of the day. These intersection improvements will add capacity to the intersection thereby minimizing motorist delays.
- 39. **Orchard Avenue – Normandy to 29 Road, \$927,000 (Mesa County Share)** – In partnership with Mesa County, this project reconstructs this 0.4-mile segment of Orchard Avenue with a complete street providing space for vehicles, bicyclists, and pedestrians. A major walking route for students at Nisley Elementary and Bookcliff Middle School, curb, gutter, sidewalks, bike lanes, street lights and crosswalks will all be added to the corridor.
- 40. **Patterson Road Access Control Plan, \$200,000** – Access management is a set of techniques that state and local governments can use to control access to highways, major arterials, and other roadways. Access management includes several techniques that are designed to increase the capacity of these roads, manage congestion, and reduce crashes including increasing spacing between signals and interchanges; driveway location, spacing, and design; use of exclusive turning lanes; median treatments, including two-way left turn lanes that allow turn movements in multiple directions from a center lane and raised medians that prevent movements across a roadway.

Access management will help to preserve the functionality of Patterson Road as a major arterial. This is often done by designating an appropriate level of access control and develop standards to help ensure the free flow of traffic and minimize crashes, while still allowing access to major businesses and other land uses along a road.
- 41. **Tour of the Moon/S. Broadway Improvements (Partner with Mesa County), \$100,000 (\$100K planned for 2020)** – Mesa County and City of Grand Junction staff have been working together on improving infrastructure as follow-up to citizen concerns for the popular Tour of the Moon bike route through much of the Redlands. Mesa County has agreed to match the City’s investments in widening key segments of S. Broadway to improve safety for motorists and bicyclists.

ENTERPRISE FUNDS CAPITAL PROJECTS

WATER FUND

- 42. **Water Line Replacements (F0005-F000527), \$773,000 (\$1.275M planned for 2020)** – Water Line Replacements in the Distribution System. The majority of the lines to be replaced are 4" to 12" cast iron lines that have been in service in excess of 50 years and have a recent history of breaks or are in areas targeted to increase flow capacity to meet fire protection requirements. All lines will be replaced with Poly Vinyl Chloride (PVC) pipe, thereby eliminating the

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possibility of external corrosion. The existing cast iron, ductile iron, and steel pipe materials are highly susceptible to external corrosion. Selection of project areas is based on pipe condition as well as street overlay and reconstruction schedule. Areas identified for replacement in 2019 include: Normandy and Orchard Ave., 9th Street from Kimball to 3rd Ave., and 8th & 9th St. between Orchard and Walnut. In addition, this project includes initiating a 5-year lead service line replacement program.

- 43. Flow Line Replacements (F0006-F000600), \$1,540,000 (\$300K planned for 2020)** – These funds will be used for water line and infrastructure replacements in the raw water supply system. The majority of the lines to be replaced are 20" to 24" cast iron, and ductile iron lines that have been in service in excess of 50 years and have a recent history of breaks. The project includes the Juanita Reservoir guard gates, the Sullivan Draw/Purdy Mesa flowline and pressure control tank, and Kannah Creek Water Treatment Plant alternate water supply line.
- 44. Kannah Creek Water System Improvements - \$25,000 (\$10K planned for 2020)** – A planning/modeling study of the existing system, which is nearing capacity due to growth in the Kannah Creek area. Results of the study will be utilized to design and construct a storage tank(s) scheduled to be replaced in 2022. The study also yields information to design distribution system infrastructure improvements.
- 45. Water Treatment Plant Modification (F0050-F005000), \$50,000 (\$195K planned for 2020)** – These funds are used for replacement of equipment and upgrades at the water treatment plant. In 2019, the second phase of the Supervisory Control and Data Acquisition (SCADA) system upgrade project will be initiated. The upgraded SCADA system will allow for a computer interface between all processes at the plant and also incorporate watershed and distribution system monitoring.
- 46. Lab Equipment Replacement \$140,000** – Items set for replacement in 2019 include an ion chromatograph, which is no longer supported by the manufacturer, and a new Laboratory Information Management System (LIMS) which is now almost 20 years old. The total purchase cost of the new system is \$200,000. The cost of the LIMS will be shared with the Wastewater Division as they will also use the program to monitor and record all data associated with their Laboratory operation.
- 47. Raw Water Reservoir #4 Rehabilitation (F1806), \$250,000** – Rehabilitation of the 15-million-gallon raw water storage reservoir located at the water treatment plant. The concrete structure was originally built during the 1920's and the last rehabilitation was completed in the early 1980's. In 2019, sediment will be removed and the concrete reservoir walls and floor will be rehabilitated to eliminate leakage and continue to provide a reliable source of water for our community.
- 48. Carson Lake Dam Rehabilitation, \$200,000 (\$600K planned for 2020)** – These funds are set aside for the design phase of the rehabilitation of Hogchute Reservoir (aka Carson Lake). This reservoir was reclassified as a high hazard dam in 2015 due to increased development downstream. Although the reservoir has been deemed safe and does not have a capacity restriction placed on it, there are requisite modifications needed as a result of the new classification.
- 49. Water Meter Replacement (F1304-F130406), \$570,000 (\$570K planned for 2020)** – There are 99,300 water meters in the City's water system. The City began replacing the manual meters with radio read meters that allow the data on each meter to be transmitted to a data base through a radio frequency, which significantly reduces the labor required to obtain meter readings on a monthly basis. Requested funding of \$570,000 per year will enable accelerated replacement of remaining manual read meters over the next 3 years.
- 50. Somerville/Anderson Ranch Improvements (F1103), \$25,000 (\$25,750 planned for 2020)** – Miscellaneous maintenance projects are budgeted at \$25,000 (plus 3% inflation) per year after completion of the National Resources Conservation Service project, 2018-2028.
- 51. Raw Water Irrigation Supply Line Phase I (F1805), \$2,500,000** – This project will replace the existing raw irrigation supply line that serves the cemetery and extends the irrigation line to serve Duck Pond Park, Riverside Parkway

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Interchange, Botanical Gardens, Las Colonias Amphitheater, and Las Colonias Park. Currently, all of the existing parks are on domestic water. Providing a less expensive raw water source will lower the operating cost of those parks and reduce the demand for treated water through the City's treatment plant. Future phases will serve Eagle Rim Park, the Dos Rios development, and the existing Riverside Park. Project costs include installation of a new 3,400-foot segment of 24-inch potable water line so that the existing 24-inch cast iron pipe can be repurposed for the irrigation supply line. In addition, piping improvements will be made for raw water reservoir connections.

- 52. Installation of Fiber Optic Line to the Water Plant, \$84,000** – This multi-department project will provide fiber optic connectivity between the 911 Dispatch Center, and the water plant, directly replacing a microwave link between the public safety building and the water plant tower. In addition, this project will provide a fiber connection to the water treatment plant which will eliminate the slowness and reliability issues experienced over our current microwave link. The project will result in a cost avoidance for a future microwave link that would be required to provide a redundant connection for the SCADA system being implemented. Using fiber instead of microwave eliminates the latency created by the microwave hops and provides a significantly more reliable connection with much higher bandwidth.

RIDGES IRRIGATION

- 53. Shadow Lake Dredging, \$100,000** – Shadow Lake is a 3-acre pond that is used to store water to serve the Ridges irrigation system. The pond has accumulated sediment and needs to be dredged to restore storage capacity.

JOINT SEWER OPERATIONS FUND

- 54. Interceptor Repair and Replacement (F0015-F001500), \$1,800,000** – These projects involve repair and/or replacement of aging concrete/clay tile interceptors in the sewer backbone system. The majority of these projects are required due to internal corrosion in concrete lines and manholes and/or structural failure of clay tile lines. These lines are typically larger lines that receive flow from sub-basins in the collection system. Requested funding will be used to line both of the South Side Interceptors which run parallel to each other. Both lines are being proposed for rehabilitation during 2019 to reduce mobilization charges associated with equipment set-up. These interceptors are concrete and typically have a high concentration of hydrogen sulfide gas which has caused corrosion.
- 55. Sewer Line Replacement in Collections System (F0016), \$2,700,000 (\$3.19M planned for 2020)** – Funds are budgeted through 2029 to replace/rehabilitate existing mains within the 201 service area collection system. There is approximately 200 miles of pipe in the collection system that is beyond its design life. An aggressive 30-year replacement schedule was recommended in the 2015 independent rate study, and approved by the Persigo Board. The above requested funds are consistent with Board approval.
- 56. Sewer Line Replacement/Alley Reconstruction (F0017-F001706), \$285,000 (\$285K planned for 2020)** – Funds are budgeted to upgrade existing mains in alleys where the existing roadway surface is being replaced with concrete. In the majority of cases, the lines are in excess of 75 years old and constructed of clay tile. Prior to replacement, all lines are checked via the TV camera truck to verify the need for replacement. Lines will not be replaced if determined to be in serviceable condition with an expected remaining service life of 50 years. There are typically 20 alleys on the waiting list for alley improvement district petitions. The 2019 Funds will be used to replace older sewer lines under newly improved alley reconstruction. By doing so, this will reduce the likelihood of a new alley being dug up to facilitate a repair.
- 57. Lift Station Elimination (F1704), \$300,000 (\$2.5M planned for 2020)** - The 2019 requested funds will be used to design the sewer line that will allow for the elimination of the Ridges Lift Station. Assuming that the design will prove that the elimination is feasible, \$2.5 million is recommended for completion of this project during 2020.
- 58. Plant Backbone Improvements (F0010-F00100), \$515,100 (\$577K planned for 2020)** – These expenditures are associated with plant backbone improvements. The 2019 funds will be used for the purchase and installation of specialty equipment such as an additional blower for the aeration process, modification of the flow configuration in the disinfection unit, and several smaller plant projects.

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- 59. Sludge Drying Pad (F0010-F00100), \$400,000** – The 2019 requested funds will be used to install a sludge drying pad at Persigo, and to purchase equipment to facilitate the drying of biosolids prior to landfill delivery. Currently Persigo produces 12,000 tons of biosolids per year, which are disposed of at the Mesa County Landfill. The biosolids are 13% by weight solids and 87% by weight water. Drying the biosolids prior to hauling will reduce the weight by approximately 85%, resulting in a disposal fee reduction of approximately \$200,000 per year.
- 60. Lab Equipment \$100,000** – This request is for the purchase of a new Laboratory Information Management System (LIMS) to replace the existing system, which is approximately 20 years old. The total purchase cost of the new system is \$200,000. This cost of which will be shared with the Water Division as they will also use the program to monitor and record all data associated with their Laboratory operation.
- 61. Plant Studies \$285,000** – This expenditure is proposed for the completion of three studies: An odor control study to identify sources of odor within the sewage collection and treatment system and recommend steps for its elimination. Estimate cost for this study is \$100,000. The second study is to complete an evaluation of existing key concrete structures at the Persigo treatment facility. This study will pinpoint any needed repairs, and will allow these repairs to be completed in a preventative manner rather than reacting to a potential failure. Estimated cost for this study is \$85,000. The third is an up-date to the 2005 Sewer Basin Study. The purpose of this study is to ensure that the long-range expansion of the City/County sewer system is consistent with the Comprehensive Growth Plan. Estimated cost for this study is \$100,000.
- 62. Plant/System Expansion, \$1,200,000** – These funds will be used for Phase II of the 23 Road Trunk Line extension.
- 63. Tiara Rado Force Main Study \$100,000 (\$1M planned for 2020)** – Funds are being requested to design a parallel force main from the Tiara Rado lift station, under the Colorado River, to the River Road Interceptor east of the Persigo Treatment facility. The existing force main from the lift station is ductile iron and was installed during the 1980's. This pipe has failed in the past and has been repaired in a section that was not under the river. This parallel line will allow an alternative discharge option from the lift station. Once the new line is placed into service; the existing line can be inspected to determine if it can be rehabilitated to serve as a redundant pipeline or if the line should be taken out of service.

INTERNAL SERVICE FUNDS PROJECTS

INFORMATION TECHNOLOGY FUND

- 64. Phone System Replacement, \$464,000** – The City's Phone system was originally purchased in the 1990s with Public Branch eXchange (PBX) switches updated in 2006 through 2011. The typical life expectancy of a PBX switch is typically 10 years. The current system uses digital technology and provides call center functionality that provides for highly customized call handling. The current configuration uses 12 switches located at each of the major City facilities that communicate with a central switch located at City Hall over fiber, microwave, or CenturyLink provided phone lines. A central voice mail system provides voice mail for all switches. The system requires a dedicated network with proprietary handsets located at each workstation. We currently have more than 800 handsets in use. While PBX technology is still used in some situations, more and more organizations are moving to Voice over IP (VoIP) systems which take advantage of existing data networks and standard network switches. The replacement project will look at the newest voice technology options. We anticipate a Request for Information process to begin in 2018 with a contract signed in 2019. Implementation may take several years. Existing equipment will be offered for sale to recoup costs, but the amount is not expected to be significant.
- 65. Help Desk System Replacement, \$25,000** – The help desk is a resource intended to provide customers with information and support related to IT infrastructure hardware and software. This replacement program will help support staff inventory computer hardware, software and keep existing licensing contracts. The current system is antiquated and is no longer supported by the system manufacturer.

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66. VMWare NSX Platform, \$240,000 (\$240,000/year for 2019-2021, \$80,000 in 2022) – VMware NSX is a virtual networking and security software product intended to secure the City’s network infrastructure from malicious attempts to corrupt, compromise or steal data. NSX software-defined networking (SDN) offers cloud computing on virtualization technologies. NSX exposes logical firewalls, switches, routers, ports and other networking elements to enable virtual networking among cloud management systems and associated network hardware. It also supports external networking and security services. The system addresses network security by taking the common networking practice of segmentation and applies it at a granular level to enable the network administrator to establish a security perimeter around a specific set of resources and add firewall functionality to the data center. NSX also enables the administrator to create additional security policies for specific workloads, regardless of where they sit in the network topology. NSX uses data center automation for fast and flexible network provisioning allowing the network administrator to rapidly provision a new network or network segment with workloads, resources and security policies already attached, and automates failover that can be used for storage replication to manage and test recovery plans. NSX is a subscription based platform with most costs loaded into the first three years. The final negotiated pricing may be less than those shown.

FLEET FUND

67. Fleet Replacements (B0001), \$3,000,000 (\$2.4M planned for 2020) – This project represents scheduled vehicle & equipment replacements. The replacements are made from the equipment fund balance which is maintained by accrual charges for the equipment being used by the operating divisions. The accrual charges are included as part of the equipment rent and are an operating expense in the various division budgets. Future replacement needs are based on projected equipment life, replacement years, present replacement value and an annual inflation factor.

COMMUNICATIONS CENTER FUND (ALL FUNDED BY E-911 SURCHARGE)

68. 800 MHz Capital Improvements (D1801), \$70,000 (\$70K planned for 2020) – Capital improvements for the 800MHz radio infrastructure. This will cover those capital improvements or emergency repairs for the 800MHz radio infrastructure.

69. Microwave Replacement at Radio Sites, \$115,000 (\$115K planned for 2020) – The microwave units at several radio sites are more than 10 years old and need to be replaced to remain compatible with the 800 MHz statewide network. It is also to provide new functionality and capacity in preparation for building a backup 911 network that will connect to other Communication Centers.

70. Lee’s Point Building Replacement/Site Work, \$80,000 – These funds will be used for replacement and repairs at two radio sites. Buildings at both sites are deteriorating and need to either be replaced or have major repair work done.

71. CAD System Upgrade, \$20,000 – These funds will be used to purchase CAD interface software such as Rapid SOS, which will provide the technology for the call taker to quickly determine the location of a wireless caller. It will also be used to provide Text to 911 capabilities. The call taker will be able to text a 911 caller using the CAD system.

72. Planned Radio Site Upgrade (Gateway, Switches, etc.), \$80,000 – These funds will be used to replace radio site equipment such as, gateways, switches, and firewalls at five radio sites. They need to be replaced to remain compatible with the 800 MHz statewide network upgrade that will occur during the third quarter of 2019.

73. Comm Center Remodel, \$85,000 – The remodel is for the administrative area for the Communications Center. The purpose is to create one more office space and change the two existing office cubicles into offices with ceiling and doors. This will provide a place for the QA/Training Supervisor position that was added in the 2019 budget, as well as, provide a private office for the existing QA Analyst for employee reviews.

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74. **Fiber Project with Raw Water Line, \$84,000** – The Communications Center maintains a Digital Trunked Radio (DTR) tower site at the Grand Junction Water Plant facility that is a critical link to the state DTR network. The Dispatch Center currently utilizes an aging microwave link from GJRCC to the Water Plant tower. The Public Works Fiber Project allows the Communications Center to cost share with other departments in the City in the installation of a long-term Fiber pathway to the Water Plant.

75. **Radio Console/PC Upgrades, \$100,000** – The Communications Center has 22 workstations that host radio PCs that contain Motorola radio software. This program is used by dispatchers to talk on the 800 MHz public safety system and communicate with public safety responders. These computers are connected to network switches that will be seven years old in 2019 and need to be replaced.



Certificate of Participation (“COP”)-Lease Purchase Supplemental Information

The City of Grand Junction has two COP issuances. One for the improvements of the stadium at Lincoln Park/Suplizio Field (“Stadium COP”) and the other for public safety facilities (“Public Safety COP”) located primarily at 6th and Ute. The useful life of the assets that were improved by the COP’s extend past the term of the lease agreements.

The Stadium COP is through the Grand Junction Public Finance Corporation with an original issuance of \$7.77 million in COP’s in 2010. The lease payment budgeted in Fund 614 for 2019 is \$528,675. Grand Junction Baseball Inc. partnered in the project and participates in the payment of the lease at \$300,000 per year. The lease term is through 2035, and the total remaining lease obligations including the 2018 payment referenced above is \$9,020,131.

The Public Safety COP is through Zions First National Bank with an original issuance of \$34.9 million in COP’s in 2010. The lease payment budgeted in Fund 610 for 2019 is \$3,028,985. The E911 Regional Communication Center participates in the payment of the lease at \$500,000 per year through the Enhanced 911 Fund. The issuance also receives Build America Bonds interest subsidy each year at approximately 1/3 the interest cost. The lease term is through 2040 and the total remaining lease obligation including the 2019 payment referenced is \$68,187,177.



2018 Adopted, 2018 Amended, 2019 Recommended
As of 12/5/2018

Recommended Budget by Fund			
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
100 General Fund			
Revenue			
<u>Taxes</u>			
4010.01 - Property Tax_Specific Ownership, None	\$ 1,100,000	\$ 1,100,000	\$ 1,100,000
4010.None - Property Tax, None	7,568,960	7,568,960	7,663,330
4020.01 - Sales Tax_Audits, None	300,000	300,000	300,000
4020.02 - Sales Tax_Revenue Recovery Group, None	(60,000)	(60,000)	(60,000)
4020.03 - Sales Tax_City Share of County, None	6,594,553	7,151,693	7,366,244
4020.04 - Sales Tax_Refunds, None	(20,000)	(20,000)	(20,000)
4020.06 - Sales Tax_County Public Safety Tax, None	400,000	458,514	566,724
4020.None - Sales Tax, None	32,305,806	34,409,601	35,418,660
4025.None - Use Tax, None	1,018,182	1,012,393	1,018,182
4050.01 - Severence Tax_Mineral Leasing, None	381,635	377,173	412,149
4050.None - Severence Tax, None	556,723	363,691	636,795
4055.01 - Franchise Tax_Public Service, None	2,200,000	2,200,000	2,200,000
4055.02 - Franchise Tax_GV Rural Power, None	250,000	250,000	250,000
4055.04 - Franchise Tax_Cable Television, None	340,000	340,000	680,000
4060.None - Cigarette Tax, None	250,000	250,000	250,000
4070.None - Beer/Liquor Occupational Tax, None	50,000	50,000	50,000
4075.None - Highway Use Tax, None	2,261,202	2,885,836	2,261,202
4076.None - Add Motor Vehicle Reg Fee, None	96,000	96,000	96,000
4077.None - Apportioned Highway Reg Fee, None	140,000	140,000	140,000
4078.None - Mesa County Road/Bridge Tax, None	215,000	215,000	215,000
Taxes Total	\$ 55,948,061	\$ 59,088,861	\$ 60,544,286
<u>Licenses and Permits</u>			
4100.01 - Lic/Permit Rev_Sales Tax, None	\$ 6,000	\$ 6,000	\$ 6,000
4100.02 - Lic/Permit Rev_Liquor/Beer , None	10,000	10,000	10,000
4100.03 - Lic/Permit Rev_Managers Reg , None	750	750	750
4100.04 - Lic/Permit Rev_Liq/Beer Renewal, None	15,000	15,000	15,000
4100.05 - Lic/Permit Rev_Special Events, None	4,000	4,000	4,250
4100.06 - Lic/Permit Rev_Burning/Prevent, None	11,000	11,000	11,000
4100.07 - Lic/Permit Rev_Bicycle Licence, None	50	50	-
4100.08 - Lic/Permit Rev_Curb/Gutter/Side, None	20,000	20,000	20,000
4100.None - Lic/Permit Rev, None	69,062	83,250	69,562
Licenses and Permits Total	\$ 135,862	\$ 150,050	\$ 136,562
<u>Intergovernmental</u>			
4200.01 - Grant/Reimb Rev_Federal, None	\$ 134,000	\$ 193,081	\$ -
4200.03 - Grant/Reimb Rev_State, None	75,500	327,031	427,790
4200.04 - Grant/Reimb Rev_Other, None	239,488	246,028	266,466
4200.05 - Grant/Reimb Rev_Pending Award, None	100,000	75,000	486,500
4200.None - Grant/Reimb Rev, None	225,541	186,041	340,275
Intergovernmental Total	\$ 774,529	\$ 1,027,181	\$ 1,521,031
<u>Charges for Service</u>			
4100.09 - Lic/Permit Rev_Ownrshp Trnsfer, None	\$ 5,100	\$ 5,100	\$ 5,100
4100.10 - Lic/Permit Rev_New Liq/Beer Appl, None	6,000	6,000	6,000
4100.11 - Lic/Permit Rev_Mod Premise Fee, None	500	500	300
4100.12 - Lic/Permit Rev_Fence/Sign/Home, None	6,500	6,500	8,200
4100.13 - Lic/Permit Rev_Clearances, None	10,500	10,500	18,000
4300.None - Merchandise Sales, None	6,200	6,200	6,200
4305.None - Marketing Services Revenue, None	15,500	15,500	15,500
4310.01 - Weed Removal_Admin Fee, None	1,120	1,120	775
4310.None - Weed Removal, None	6,100	6,100	2,600



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4315.None - Development Fees, None	66,000	66,000	70,000
4320.None - False Alarms, None	4,000	4,000	4,500
4325.None - Rural Fire District Contract, None	1,900,000	1,900,000	1,900,000
4326.None - Wildland Fire Mitigation, None	150,000	630,000	450,000
4327.None - Hazardous Materials Mitigation, None	2,500	2,500	2,500
4328.01 - Ambulance Transports_Offset, None	(5,750,000)	(6,200,000)	(6,200,000)
4328.None - Ambulance Transports, None	9,100,000	9,600,000	9,729,503
4330.01 - Prof Svcs Rev_CMU, None	463,085	463,085	469,995
4330.02 - Prof Svcs Rev_Street Cut Repair, None	50,000	50,000	25,000
4330.03 - Prof Svcs Rev_Highway Maint, None	60,000	60,000	60,000
4330.04 - Prof Svcs Rev_Traffic Sign/Strip, None	281,630	281,630	386,271
4330.None - Prof Svcs Rev, None	268,046	268,046	278,946
4350.None - Grave Space Sale, None	69,260	69,260	63,868
4355.01 - Grave Openings_Vault, None	35,300	35,300	31,770
4355.02 - Grave Openings_Vault Setting Fee, None	13,200	13,200	10,800
4355.None - Grave Openings, None	69,812	69,812	69,812
4360.01 - Fee Revenue_Admissions, None	272,500	272,500	283,500
4360.03 - Fee Revenue_Lessons, None	113,000	113,000	102,000
4360.14 - Fee Revenue_Traffic School, None	10,000	5,000	10,000
4360.16 - Fee Revenue_OJW, None	5,000	5,000	5,000
4360.17 - Fee Revenue_Altered Dog, None	2,800	2,800	2,800
4360.18 - Fee Revenue_Scholarships, None	(2,500)	(2,500)	(2,500)
4360.19 - Fee Revenue_Diversion Program, None	14,000	14,000	-
4360.20 - Fee Revenue_Payment Plan, None	8,100	5,000	8,000
4360.21 - Fee Revenue_CAC, None	20,000	-	-
4360.22 - Fee Revenue_PSS, None	10,000	-	-
4360.25 - Fee Revenue_Sealing of Records, None	-	3,000	3,000
4360.None - Fee Revenue, None	730,582	694,978	699,167
4363.01 - Food/Bev Sales_Concessions, None	18,700	18,700	18,700
4363.03 - Food/Bev Sales_Liquor, None	77,800	77,800	71,900
4370.01 - Facility Use Fees_Baseball, None	82,000	82,000	82,000
4370.02 - Facility Use Fees_Football, None	10,000	10,000	10,000
4370.04 - Facility Use Fees_Concessions, None	59,000	59,000	56,900
4370.05 - Facility Use Fees_Softball, None	9,000	9,000	10,750
4370.06 - Facility Use Fees_Multi-Purpose, None	45,000	45,000	50,000
4370.07 - Facility Use Fees_Hospitality Room, None	30,275	30,275	20,000
4370.08 - Facility Use Fees_Pinnacle Venue Services, None	30,000	30,000	20,000
4370.None - Facility Use Fees, None	127,900	127,900	124,727
4375.None - Parks Use Fees, None	112,163	112,163	102,163
4415.None - Delinquent Charges, None	21,560	21,560	15,000
4700.01 - Misc Revenue_NSF Fees, None	400	400	400
4700.02 - Misc Revenue_Manuals, Copies, None	-	-	20
4700.None - Misc Revenue, None	65,000	65,000	102,233
Charges for Service Total	\$ 8,712,633	\$ 9,171,929	\$ 9,211,400
<u>Fines and Forfeitures</u>			
4410.01 - Fines_Animal Control, None	\$ 30,500	\$ 12,500	\$ 15,000
4410.02 - Fines_Muni Accident Assessment, None	34,000	34,000	34,000
4410.03 - Fines_DUI, None	10,000	10,000	10,000
4410.04 - Fines_Drug Surcharge, None	6,600	6,600	6,600
4410.05 - Fines_Substance Tests, None	3,200	3,200	10,000
4410.06 - Fines_No Insurance, None	16,000	20,000	20,000



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4410.07 - Fines_Sex Offender Registration, None	-	-	8,500
4410.None - Fines, None	400,000	260,000	300,000
4435.01 - Unclaimed Funds_Escheat, None	5,000	5,000	-
4435.02 - Unclaimed Funds_Bond Forfeitures, None	1,600	1,600	1,950
Fines and Forfeitures Total	\$ 506,900	\$ 352,900	\$ 406,050
<u>Interfund Revenue</u>			
4390.01 - Interfund Chgs_Water, None	\$ 520,668	\$ 520,668	\$ 596,006
4390.02 - Interfund Chgs_Sewer, None	700,780	700,780	667,000
4390.03 - Interfund Chgs_Solid Waste, None	315,825	315,825	326,850
4390.04 - Interfund Chgs_Comm Center, None	318,698	318,698	332,502
4390.05 - Interfund Chgs_VCB, None	113,797	75,864	81,994
4390.06 - Interfund Chgs_Irrigation, None	20,312	20,312	20,980
4390.07 - Interfund Chgs_Parking, None	38,498	38,498	53,805
4390.11 - Interfund Chgs_LP Golf, None	40,988	40,988	37,650
4390.12 - Interfund Chgs_TR Golf, None	100,163	100,163	93,778
4390.16 - Interfund Chgs_DDA, None	25,609	25,609	26,321
Interfund Revenue Total	\$ 2,195,338	\$ 2,157,405	\$ 2,236,886
<u>Interest</u>			
4610.None - Interest Income, None	\$ 241,000	\$ 241,000	\$ 674,854
Interest Total	\$ 241,000	\$ 241,000	\$ 674,854
<u>Other</u>			
4650.None - Lease Revenue, None	\$ 5,800	\$ 5,800	\$ 5,800
4750.02 - Donations_Grant A Wish, None	40,250	42,750	48,850
Other Total	\$ 46,050	\$ 48,550	\$ 54,650
<u>Capital Proceeds</u>			
4665.None - Sale of Equipment, None	\$ 12,000	\$ 12,000	\$ 12,000
Capital Proceeds Total	\$ 12,000	\$ 12,000	\$ 12,000
Total Revenue	\$ 68,572,373	\$ 72,249,876	\$ 74,797,719
Expenditures			
<u>Labor and Benefits</u>			
5000.None - Full Time Salaries, None	\$ 29,983,124	\$ 29,975,501	\$ 31,522,625
5010.None - Cellular Telephone, None	32,639	32,884	31,144
5099.None - Pay Plan Contingency, None	112,773	90	-
5100.None - Holiday Pay, None	18,724	18,724	22,149
5290.None - Seasonal Part-Time, None	1,721,118	1,809,583	1,988,184
5390.02 - Overtime_Constant Manning, None	148,636	148,636	549,962
5390.05 - Overtime_FLSA, None	90,775	90,775	100,238
5390.07 - Overtime_Holiday Pay, None	-	-	143,939
5390.None - Overtime, None	989,965	998,454	1,254,743
5405.None - Other Compensation, None	-	45,200	40,000
5410.None - Awards, None	17,400	17,400	13,100
5420.01 - Gen Retire Plan_Forfeitures, None	-	-	(100,000)
5420.None - Gen Retire Plan, None	762,725	759,587	798,627
5450.None - Retirement Payout, None	171,919	171,919	163,995
5480.None - PTO Buyout, None	71,000	71,000	55,000
5505.None - Referral Bonus, None	-	-	5,000
5510.None - Social Security Cont, None	868,187	874,348	934,976
5515.None - Medicare Cont, None	471,452	473,803	511,337
5520.None - Deferred Compensation, None	5,940	5,940	6,385
5545.None - Old Hire Fire Pension, None	320,275	424,262	417,150
5550.01 - Police Retirement Plan_Forfeitures, None	-	-	(50,000)



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5550.None - Police Retirement Plan, None	947,283	952,823	1,005,698
5555.01 - Fire Retirement Plan_Forfeitures, None	-	-	(20,000)
5555.None - Fire Retirement Plan, None	953,988	953,988	811,546
5610.None - Worker's Compensation, None	927,071	927,071	994,940
5615.None - Unemployment, None	-	-	140,000
5620.None - Dental Insurance, None	286,338	285,839	306,506
5625.None - Health Insurance, None	5,175,507	5,178,834	6,075,643
5630.15 - Life Insurance_Retired Employ, None	2,352	2,352	2,184
5630.None - Life Insurance, None	42,518	42,457	45,470
5635.None - Long Term Disability, None	108,023	108,557	115,847
5640.None - FPPA Disability, None	203,094	203,796	340,415
5645.None - Cardiac Benefits, None	15,525	15,525	14,525
5820.02 - Allowances_Automobile, None	35,408	35,408	36,188
Labor and Benefits Total	\$ 44,483,759	\$ 44,624,755	\$ 48,277,516
Non Personnel Operating			
6010.01 - Cost of Goods Sold_Adjustments, None	500	500	500
6010.None - Cost of Goods Sold, None	8,000	8,000	9,600
6020.None - Fuel, None	2,000	2,000	2,000
6105.01 - Operating Supply_Ammunition, None	68,000	68,000	81,020
6105.02 - Operating Supply_Business Meals, None	38,080	38,080	27,980
6105.03 - Operating Supply_Comput/Printer, None	3,900	3,900	3,600
6105.06 - Operating Supply_Evidence, None	30,000	30,000	29,500
6105.08 - Operating Supply_Janitorial, None	7,250	7,250	9,250
6105.09 - Operating Supply_Medical, None	127,050	127,050	158,000
6105.10 - Operating Supply_Minor Equip, None	7,400	7,400	32,150
6105.11 - Operating Supply_Office, None	44,950	45,950	47,250
6105.13 - Operating Supply_Small Tools, None	9,425	9,425	9,425
6105.14 - Operating Supply_Trophy/Certs, None	4,805	4,805	4,055
6105.None - Operating Supply, None	485,650	694,348	509,478
6120.None - Postage/Freight, None	56,500	56,500	53,950
6125.01 - Uniforms/Clothing_Protective Clothing, None	50,000	50,000	50,000
6125.None - Uniforms/Clothing, None	177,640	177,640	212,960
6130.01 - Materials_Asphalt, None	75,000	75,000	65,000
6130.02 - Materials_Gravel, Sand, Soil, None	57,600	57,600	60,600
6130.03 - Materials_Nursery Stock, None	28,170	28,170	33,770
6130.04 - Materials_Paint, None	182,210	182,210	180,710
6130.05 - Materials_Road Salt, None	90,000	90,000	60,000
6130.None - Materials, None	9,500	9,500	9,500
6145.None - Chemical/Fertilizers, None	122,035	122,035	118,030
6150.None - Pipe & Supplies, None	73,750	73,750	104,750
6155.None - Food Stuffs, None	11,780	11,780	11,780
6156.None - Bar Stock, None	24,520	23,020	27,000
6160.01 - Equip Parts/Supply_Batteries, None	3,000	3,000	3,045
6160.04 - Equip Parts/Supply_Parts, None	17,250	17,250	17,250
6210.01 - Repairs/Maint_Buildings, None	13,000	13,000	18,000
6210.04 - Repairs/Maint_Equipment, None	51,300	48,500	52,098
6210.10 - Repairs/Maint_Signal Light, None	83,000	83,000	34,000
6210.18 - Repairs/Maint_Pedestrian/Schools, None	5,000	5,000	5,000
6210.None - Repairs/Maint, None	131,850	179,570	203,698
6270.01 - Damage Repair_City Property, None	41,000	41,000	41,000
6270.02 - Damage Repair_Outside Property, None	6,000	6,000	4,030



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6270.03 - Damage Repair_Vehicles, None	6,000	6,000	5,725
6310.01 - Printing/Publications_Calendars, None	46,000	46,000	45,000
6310.None - Printing/Publications, None	48,725	48,725	42,275
6400.01 - Advertising_Brochures, None	12,000	12,000	12,000
6400.04 - Advertising_Ordinance/Resolution, None	3,000	3,000	3,500
6400.None - Advertising, None	89,700	104,700	98,100
6510.02 - Telephone_Cellular, None	4,250	4,250	4,450
6510.08 - Telephone_Other, None	1,700	735	-
6550.01 - Utilities_Electricity, None	-	(660)	-
6550.02 - Utilities_Elect-Street Lights, None	1,507,000	1,390,000	1,490,000
6550.03 - Utilities_Elect-Traffic Signals, None	28,000	28,000	28,000
6550.05 - Utilities_Sewer, None	25,622	25,622	27,280
6550.06 - Utilities_Solid Waste, None	66,147	66,147	67,900
6550.07 - Utilities_Water, None	383,686	383,686	688,780
6550.08 - Utilities_Water Fees, None	25,800	25,800	28,300
6550.10 - Utilities_Cable/Internet, None	15,820	15,820	3,000
6550.12 - Utilities_Drainage, None	40,675	-	-
6640.01 - Rent_Equipment, None	97,000	97,000	97,000
6640.03 - Rent_Property/Space, None	42,276	42,276	44,385
6720.04 - Insurance Premiums_Pork & Hops, None	1,000	1,000	1,000
6720.None - Insurance Premiums, None	7,200	7,200	5,000
6770.None - CIRSA Deductibles, None	2,000	2,000	2,000
6825.01 - Allowance/Reimb_Mileage, None	4,370	4,370	3,770
6825.03 - Allowance/Reimb_Tuition, None	30,000	30,000	36,000
6830.01 - Professional Develop_Training, None	405,282	466,933	610,950
6830.02 - Professional Develop_Travel, None	49,500	50,077	70,100
6835.None - Dues, None	278,582	263,582	281,621
7100.02 - Legal_Litigation, None	18,000	18,000	10,000
7100.03 - Legal_Research, None	8,800	8,800	8,500
7310.02 - Charges/Fees_Credit Card, None	9,090	9,090	10,796
7310.03 - Charges/Fees_Filing, None	4,850	4,850	5,350
7310.04 - Charges/Fees_Landfill, None	63,400	63,400	85,200
7310.07 - Charges/Fees_Treasurer, None	159,000	159,000	159,000
7310.None - Charges/Fees, None	102,225	102,225	102,180
7320.01 - Court Fees_CAC, None	20,000	-	-
7320.02 - Court Fees_PSS, None	10,000	-	-
7410.01 - Contract Svcs_Animal Control, None	267,896	267,896	265,000
7410.02 - Contract Svcs_Archiving, None	31,600	15,000	-
7410.04 - Contract Svcs_Blood Testing, None	53,600	53,600	54,154
7410.05 - Contract Svcs_Collections, None	150	150	150
7410.07 - Contract Svcs_Consultant, None	5,900	5,900	5,900
7410.10 - Contract Svcs_Dump Truck, None	88,000	88,000	102,400
7410.11 - Contract Svcs_Elections, None	71,000	33,400	84,000
7410.13 - Contract Svcs_Financial Audit, None	22,168	22,168	20,662
7410.20 - Contract Svcs_Physicals, None	50,000	50,000	55,000
7410.21 - Contract Svcs_Random Drug Screen, None	8,000	8,000	8,000
7410.23 - Contract Svcs_Rolloff Tanks, None	53,000	53,000	62,000
7410.24 - Contract Svcs_Security, None	68,275	68,275	74,190
7410.26 - Contract Svcs_Televis Broadcast, None	10,000	10,000	10,000
7410.27 - Contract Svcs_Traffic Control, None	52,500	52,500	47,500
7410.35 - Contract Svcs_Legal, None	30,000	30,000	30,000



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7410.None - Contract Svcs, None	644,093	890,178	896,245
7430.05 - Contract Maintenance_Building, None	3,500	3,500	3,500
7430.13 - Contract Maintenance_Elevator, None	4,500	4,500	4,500
7430.None - Contract Maintenance, None	35,120	35,120	38,420
7500.01 - Recruitment_Backgrounds, None	16,000	18,000	18,000
7500.02 - Recruitment_Candidates, None	5,000	5,000	5,000
7500.03 - Recruitment_Dispatch, None	14,000	14,000	14,000
7500.04 - Recruitment_Executive, None	5,000	5,000	-
7500.05 - Recruitment_Fire, None	10,000	10,000	15,000
7500.06 - Recruitment_Police, None	15,000	30,000	40,000
7500.07 - Recruitment_Relocation Expense, None	-	-	25,000
7500.None - Recruitment, None	5,000	5,000	5,000
7505.03 - Personnel Prog_Awards Dinner, None	10,000	14,000	14,000
7505.04 - Personnel Prog_EAP, None	24,750	24,750	32,050
7505.07 - Personnel Prog_Medical Exams, None	36,000	36,000	36,000
7505.08 - Personnel Prog_NEO, None	1,500	1,500	1,500
7505.10 - Personnel Prog_Recognition Prog, None	13,000	13,000	13,000
7505.11 - Personnel Prog_Flex Spending, None	9,700	9,700	9,000
7505.13 - Personnel Prog_Wellness, None	15,500	15,500	17,000
7505.None - Personnel Prog, None	33,000	33,000	25,100
7520.None - Hazardous Waste Disposal, None	500	500	500
7530.None - Licenses/Permits, None	4,550	5,350	5,300
7585.None - Comm Participat, None	18,900	18,900	33,925
7821.None - Grant Expendture Pending Award, None	100,000	75,000	486,500
7825.02 - Contributions_Business Incubator, None	53,600	53,600	53,600
7825.05 - Contributions_Downtown BID, None	15,269	15,269	15,269
7825.07 - Contributions_GJEP, None	40,000	40,000	40,000
7825.08 - Contributions_Grand Valley Trans, None	389,886	389,886	515,000
7825.12 - Contributions_Mesa Land Trust, None	20,000	20,000	10,000
7825.14 - Contributions_Colorado Mesa University, None	750,000	750,000	900,000
7825.16 - Contributions_PIAB, None	14,000	14,000	14,000
7825.17 - Contributions_Riverfront, None	17,121	17,121	17,121
7825.23 - Contributions_Western Slope Center for Children, None	37,500	37,500	87,500
7825.27 - Contributions_Hilltop, None	21,000	21,000	51,000
7825.28 - Contributions_Facade Program, None	30,000	30,000	30,000
7825.29 - Contributions_Arts & Culture Grants, None	40,000	40,000	40,000
7825.31 - Contributions_ED Partners, None	370,000	370,000	369,700
7825.33 - Contributions_Housing Authority, None	75,000	327,622	105,000
7825.34 - Contributions_Mind Springs Health, None	100,000	100,000	-
7825.35 - Contributions_Homeward Bound, None	100,000	200,000	50,000
7825.36 - Contributions_Homeless Plan, None	35,000	35,000	35,000
7825.37 - Contributions_Broadband, None	100,000	100,000	-
7825.38 - Contributions_Botanical Gardens, None	19,650	19,650	-
7825.39 - Contributions_Marketing Plan, None	30,000	30,000	-
7825.40 - Contributions_Museum of Western CO, None	20,000	20,000	20,000
7825.41 - Contributions_Foreign Trade Zone, None	-	-	100,000
7825.42 - Contributions_DDA, None	1,207,155	1,207,155	1,275,248
7825.43 - Contributions_STRIVE, None	-	-	102,500
7825.44 - Contributions_Karis/The House, None	-	-	59,000
7825.None - Contributions, None	1,025,532	1,025,532	34,301
7900.01 - Operating Equip_Communications, None	22,000	22,000	-



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7900.02 - Operating Equip_Computer Hardwar, None	18,000	22,600	17,475
7900.03 - Operating Equip_Computer Softwar, None	41,500	41,500	189,032
7900.04 - Operating Equip_Machinery & Tool, None	25,100	25,100	28,475
7900.07 - Operating Equip_Operating Capital Plan, None	1,216,547	1,138,574	934,236
7900.None - Operating Equip, None	116,585	170,762	261,766
7910.None - Furniture/Fixtures, None	1,850	31,350	7,500
6510.09 - Telephone_Air Cards/Mobile Device, None	194,568	194,568	217,608
6510.None - Telephone, None	164,504	164,504	169,227
6550.09 - Utilities_Energy Service Contract, None	28,068	28,068	28,825
7610.None - Comm Center Charges, None	2,643,315	2,643,315	2,819,062
7620.01 - Data Process Chgs_Basic, None	2,237,398	2,237,398	2,246,835
7620.02 - Data Process Chgs_Equip Replace, None	282,829	282,829	286,431
7620.03 - Data Process Chgs_Direct, None	1,626,370	1,626,370	1,765,349
7630.01 - Medical Programs_Health Programs, None	-	-	426,880
7630.02 - Medical Programs_HSA Match, None	-	-	132,000
7630.03 - Medical Programs_Wellness Awards, None	-	-	102,009
7640.None - Liability Insurance, None	264,782	264,782	398,232
7655.01 - Interfund Line Rep_Persigo Rent, None	30,000	30,000	30,000
7680.None - Interfund Fuel, None	393,608	396,008	524,817
7685.01 - Fleet Accrual_Replacement, None	1,634,675	1,634,675	1,825,250
7685.02 - Fleet Accrual_Maintenance, None	1,184,627	1,193,827	1,142,808
7690.01 - Facility Accrual_Maintenance, None	792,539	792,539	766,762
7695.None - Interfund Utilities, None	622,754	622,754	622,754
Non Personnel Operating Total	\$ 25,652,848	\$ 26,342,105	\$ 27,792,209
Capital Outlay			
8100.03 - Capital Equip_Specialty, None	-	98,454	-
8100.05 - Capital Equip_Vehicles/Machinery_New Acquisition, None	-	-	558,974
8100.None - Capital Equip, None	-	70,648	28,000
Capital Outlay Total	\$ -	\$ 169,102	\$ 586,974
Total Expenditures	\$ 70,136,607	\$ 71,135,962	\$ 76,656,699
Transfers In			
4814.None - Transfer in CDBG Fund, None	40,000	40,000	25,000
4821.None - Transfer in Sales Tax CIP, None	2,904,921	2,904,921	3,196,793
4832.None - Transfer in Solid Waste, None	150,000	150,000	180,000
4874.None - Transfer in Perpetual Care, None	21,500	21,500	37,133
Transfers In Total	\$ 3,116,421	\$ 3,116,421	\$ 3,438,926
Transfers Out			
9201.None - Transfers to Sales Tax CIP Fund, None	800,000	225,000	1,550,000
9402.None - Transfer to Fleet, None	-	134,550	-
Transfers Out Total	\$ 800,000	\$ 359,550	\$ 1,550,000
Contingency and Reserves			
8920.None - Contingency, None	175,000	-	175,000
Contingency and Reserves Total	\$ 175,000	\$ -	\$ 175,000

102 Visit Grand Junction

Revenue

Taxes

4030.None - Vendor's Fee Reduction, None	\$ 715,475	\$ 780,428	\$ 803,841
4040.None - Lodging Tax, None	1,506,588	1,526,041	1,588,609

Taxes Total	\$ 2,222,063	\$ 2,306,469	\$ 2,392,450
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Charges for Service



2018 Adopted, 2018 Amended, 2019 Recommended
As of 12/5/2018

Recommended Budget by Fund			
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
4300.None - Merchandise Sales, None	\$ 2,500	\$ 2,500	\$ -
4305.None - Marketing Services Revenue, None	7,500	9,500	9,500
Charges for Service Total	\$ 10,000	\$ 12,000	\$ 9,500
Interest			
4610.None - Interest Income, None	\$ 700	\$ 700	\$ 7,388
Interest Total	\$ 700	\$ 700	\$ 7,388
Intergovernmental			
4200.03 - Grant/Reimb Rev_State, None	\$ -	\$ 25,000	\$ -
4200.04 - Grant/Reimb Rev_Other, None	-	15,767	-
4200.05 - Grant/Reimb Rev_Pending Award, None	-	-	41,767
Intergovernmental Total	\$ -	\$ 40,767	\$ 41,767
Total Revenue	\$ 2,232,763	\$ 2,359,936	\$ 2,451,105
Expenditures			
Labor and Benefits			
5000.None - Full Time Salaries, None	\$ 555,986	\$ 559,986	\$ 500,625
5010.None - Cellular Telephone, None	1,804	1,804	-
5099.None - Pay Plan Contingency, None	4,306	-	-
5290.None - Seasonal Part-Time, None	10,487	10,487	12,440
5390.None - Overtime, None	2,952	2,952	2,944
5420.None - Gen Retire Plan, None	37,934	37,934	33,426
5450.None - Retirement Payout, None	18,254	18,254	-
5510.None - Social Security Cont, None	36,701	36,949	32,147
5515.None - Medicare Cont, None	8,587	8,645	7,522
5610.None - Worker's Compensation, None	1,780	1,780	1,893
5620.None - Dental Insurance, None	5,946	5,946	7,662
5625.None - Health Insurance, None	97,816	97,816	140,970
5630.None - Life Insurance, None	830	830	702
5635.None - Long Term Disability, None	2,086	2,086	1,751
5820.02 - Allowances_Automobile, None	4,201	4,201	2,401
Labor and Benefits Total	\$ 789,670	\$ 789,670	\$ 744,483
Non Personnel Operating			
6010.None - Cost of Goods Sold, None	\$ 1,000	\$ 1,000	\$ -
6105.02 - Operating Supply_Business Meals, None	5,500	5,500	8,500
6105.03 - Operating Supply_Comput/Printer, None	2,000	2,000	1,200
6105.08 - Operating Supply_Janitorial, None	1,500	1,500	1,500
6105.10 - Operating Supply_Minor Equip, None	500	500	500
6105.11 - Operating Supply_Office, None	1,500	1,500	1,500
6105.None - Operating Supply, None	10,000	10,000	9,855
6120.None - Postage/Freight, None	22,000	22,000	22,000
6210.01 - Repairs/Maint_Buildings, None	5,000	5,000	5,000
6210.04 - Repairs/Maint_Equipment, None	3,500	2,000	-
6210.None - Repairs/Maint, None	1,000	1,000	1,000
6310.None - Printing/Publications, None	35,000	31,500	35,000
6400.05 - Advertising_Special Events, None	42,000	39,500	22,500
6400.06 - Advertising_Special Programs, None	123,500	142,000	300,288
6400.None - Advertising, None	70,300	74,550	209,573
6550.05 - Utilities_Sewer, None	550	550	500
6550.06 - Utilities_Solid Waste, None	750	750	700
6550.07 - Utilities_Water, None	2,400	2,400	2,200
6550.10 - Utilities_Cable/Internet, None	800	800	-
6825.01 - Allowance/Reimb_Mileage, None	1,000	1,000	1,075



2018 Adopted, 2018 Amended, 2019 Recommended
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Recommended Budget by Fund			
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
6830.01 - Professional Develop_Training, None	12,000	16,300	18,000
6835.None - Dues, None	16,000	16,000	14,275
7410.07 - Contract Svcs_Consultant, None	46,000	22,500	191,723
7410.13 - Contract Svcs_Financial Audit, None	736	736	686
7410.28 - Contract Svcs_Website, None	170,000	170,000	170,000
7410.None - Contract Svcs, None	385,000	385,000	672,402
7585.None - Comm Participat, None	1,000	1,000	1,465
7700.None - Special Events, None	40,000	35,450	84,000
7821.None - Grant Expendture Pending Award, None	-	-	50,000
7900.03 - Operating Equip_Computer Softwar, None	-	90,673	-
7910.None - Furniture/Fixtures, None	-	3,500	-
6510.09 - Telephone_Air Cards/Mobile Device, None	660	660	660
6510.None - Telephone, None	5,082	5,082	5,697
6550.09 - Utilities_Energy Service Contract, None	1,966	1,966	2,019
7620.01 - Data Process Chgs_Basic, None	47,145	47,145	55,242
7620.02 - Data Process Chgs_Equip Replace, None	4,627	4,627	4,560
7620.03 - Data Process Chgs_Direct, None	11,734	11,734	251,228
7630.01 - Medical Programs_Health Programs, None	-	-	7,452
7630.03 - Medical Programs_Wellness Awards, None	-	-	1,781
7640.None - Liability Insurance, None	962	962	1,447
7650.01 - Interfund Chgs_General Govt, None	113,797	75,864	81,994
7680.None - Interfund Fuel, None	686	686	1,041
7685.01 - Fleet Accrual_Replacement, None	1,766	1,766	2,039
7685.02 - Fleet Accrual_Maintenance, None	437	437	864
7695.None - Interfund Utilities, None	6,733	6,733	6,733
Non Personnel Operating Total	\$ 1,196,131	\$ 1,243,871	\$ 2,248,199
Total Expenditures	\$ 1,985,801	\$ 2,033,541	\$ 2,992,682
Transfers In			
4816.None - Transfer in Lodgers Tax Increase Fund, None	\$ -	\$ -	\$ 653,186
Transfers In Total	\$ -	\$ -	\$ 653,186
Transfers Out			
9303.None - Transfers to TRCC Fund, None	\$ 200,000	\$ 200,000	\$ 200,000
Transfers Out Total	\$ 200,000	\$ 200,000	\$ 200,000

104 CDBG Fund			
Revenue			
Intergovernmental			
4200.01 - Grant/Reimb Rev_Federal, None	\$ 400,521	\$ 400,521	\$ 465,028
Intergovernmental Total	\$ 400,521	\$ 400,521	\$ 465,028
Interest			
4610.None - Interest Income, None	\$ -	\$ -	\$ 1,628
Interest Total	\$ -	\$ -	\$ 1,628
Total Revenue	\$ 400,521	\$ 400,521	\$ 466,656
Expenditures			
Non Personnel Operating			
7820.None - Grant Distributions, None	\$ 134,538	\$ 134,538	\$ 261,528
Non Personnel Operating Total	\$ 134,538	\$ 134,538	\$ 261,528
Total Expenditures	\$ 134,538	\$ 134,538	\$ 261,528
Transfers Out			
9100.None - Transfers to General Fund, None	\$ 40,000	\$ 40,000	\$ 25,000
9201.None - Transfers to Sales Tax CIP Fund, None	195,686	122,000	232,186



2018 Adopted, 2018 Amended, 2019 Recommended
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Recommended Budget by Fund			
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
9301.None - Transfer to Water Fund, None	-	-	20,000
Transfers Out Total	\$ 235,686	\$ 162,000	\$ 277,186

105 Parkland Expansion Fund

Revenue

Fines and Forfeitures

4410.01 - Fines_Animal Control, None \$ 8,000 \$ 8,000 \$ 8,000

Fines and Forfeitures Total \$ 8,000 \$ 8,000 \$ 8,000

Interest

4610.None - Interest Income, None \$ 2,100 \$ 2,100 \$ 9,974

Interest Total \$ 2,100 \$ 2,100 \$ 9,974

Other

4315.01 - Development Fees_Land, None \$ 75,000 \$ 500,356 \$ 300,000

4315.02 - Development Fees_Unit, None 49,700 99,700 50,000

Other Total \$ 124,700 \$ 600,056 \$ 350,000

Total Revenue \$ 134,800 \$ 610,156 \$ 367,974

Expenditures

Transfers Out

9201.None - Transfers to Sales Tax CIP Fund, None \$ 184,792 \$ 59,792 \$ 1,137,589

Transfers Out Total \$ 184,792 \$ 59,792 \$ 1,137,589

106 Lodgers Tax Increase Fund

Revenue

Taxes

4045.None - 2019 Lodging Tax - - 1,567,646

Taxes Total \$ - \$ - \$ 1,567,646

Total Revenue \$ - \$ - \$ 1,567,646

Expenditures

Non Personnel Operating

7825.30 - Contributions_Greater Grand Jct Sports Commission - - 391,912

7825.45 - Contributions_Grand Junction Air Alliance - - 522,548

Non Personnel Operating Total \$ - \$ - \$ 914,460

Total Expenditures \$ - \$ - \$ 914,460

Transfers Out

9102.None - Transfers to Visit Grand Junction Fund, None \$ - \$ - 653,186

Transfers Out Total \$ - \$ - \$ 653,186

110 Conservation Trust Fund

Revenue

Intergovernmental

4200.None - Grant/Reimb Rev, None \$ 91,666 \$ 91,666 \$ 37,640

4230.01 - Lottery Funds_State, None 624,000 665,000 685,000

Intergovernmental Total \$ 715,666 \$ 756,666 \$ 722,640

Interest

4610.None - Interest Income, None \$ 700 \$ 700 \$ 4,013

Interest Total \$ 700 \$ 700 \$ 4,013

Total Revenue \$ 716,366 \$ 757,366 \$ 726,653

Expenditures

Transfers Out

9201.None - Transfers to Sales Tax CIP Fund, None \$ 249,982 \$ 249,982 \$ 590,982

9306.None - Transfers to Tiara Rado GC, None 85,000 85,000 160,000



2018 Adopted, 2018 Amended, 2019 Recommended
As of 12/5/2018

Recommended Budget by Fund			
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
9614.None - Transfers to GJPFC, None	232,675	232,675	230,175
Transfers Out Total	\$ 567,657	\$ 567,657	\$ 981,157

201 Sales Tax CIP Fund

Revenue

Taxes

4020.04 - Sales Tax_Refunds, None	\$ (9,500)	\$ (9,500)	\$ -
4020.None - Sales Tax, None	12,065,927	12,918,973	13,371,998
4025.None - Use Tax, None	381,818	379,647	381,818

Taxes Total

	\$ 12,438,245	\$ 13,289,120	\$ 13,753,816
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Intergovernmental

4200.01 - Grant/Reimb Rev_Federal, None	\$ -	\$ 791,010	\$ -
4200.02 - Grant/Reimb Rev_State Energy Imp, None	275,000	-	185,500
4200.03 - Grant/Reimb Rev_State, None	1,000,000	1,630,000	25,000
4200.04 - Grant/Reimb Rev_Other, None	183,679	221,179	208,679
4200.None - Grant/Reimb Rev, None	6,000,000	9,000,000	-

Intergovernmental Total

	\$ 7,458,679	\$ 11,642,189	\$ 419,179
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Charges for Service

4330.04 - Prof Svcs Rev_Traffic Sign/Strip, None	\$ -	\$ -	\$ 50,000
4385.None - Utility Construction Reimburse, None	30,000	30,000	30,000

Charges for Service Total

	\$ 30,000	\$ 30,000	\$ 80,000
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Other

4660.None - Sale of Land, None	\$ -	\$ -	\$ 350,000
4750.None - Donations, None	220,000	560,000	2,759,748

Other Total

	\$ 220,000	\$ 560,000	\$ 3,109,748
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Total Revenue	\$ 20,146,924	\$ 25,521,309	\$ 17,362,743
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Expenditures

Non Personnel Operating

7310.07 - Charges/Fees_Treasurer, None	\$ 400	\$ 400	\$ -
7410.None - Contract Svcs, None	90,000	90,000	225,000
7825.42 - Contributions_DDA, None	94,588	94,588	120,123

Non Personnel Operating Total

	\$ 184,988	\$ 184,988	\$ 345,123
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Capital Outlay

8210.None - Facility Construction New, None	\$ 4,560,000	\$ 480,000	\$ 675,000
8215.None - Facility Improvements, None	233,686	233,686	350,000
8225.None - Land Acquisition, None	23,000	23,000	-
8230.01 - Land Improve_Park Development, None	-	-	726,314
8230.02 - Land Improve_Park Improve, None	3,256,000	306,000	717,000
8230.None - Land Improve, None	-	10,497,482	1,650,000
8315.None - Alley Improvements, None	-	75,000	-
8320.None - Bridge Construction - New, None	-	926,500	-
8330.None - Curb, Gutter & Sidewalk - New, None	172,000	277,000	165,000
8335.None - Curb, Gutter & Sidewalk Improve, None	-	75,000	100,000
8355.None - Street Maintenance, None	3,125,000	3,849,065	4,400,000
8360.None - Street Reconstruction, None	2,750,000	1,400,000	1,400,000
8370.None - Traffic Signals & Controls, None	217,000	217,000	304,000
8375.None - Trail Construction - New, None	345,000	20,000	2,512,045
8510.None - Other Infrastructure Improvement, None	-	730,000	137,500

Capital Outlay Total

	\$ 14,681,686	\$ 19,109,733	\$ 13,136,859
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Total Expenditures	\$ 14,866,674	\$ 19,294,721	\$ 13,481,982
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Transfers In



2018 Adopted, 2018 Amended, 2019 Recommended
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Recommended Budget by Fund			
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
4810.None - Transfer in General Fund, None	\$ 800,000	\$ 225,000	\$ 1,550,000
4814.None - Transfer in CDBG Fund, None	195,686	122,000	232,186
4815.None - Transfer in Parkland Expansion, None	184,792	59,792	1,137,589
4850.None - Transfer in Consvr Trust Fund, None	249,982	249,982	590,982
4865.None - Transfer In Riverside Parkway Debt Retirement, None	3,167,000	3,017,000	3,384,000
Transfers In Total	\$ 4,597,460	\$ 3,673,774	\$ 6,894,757
Transfers Out			
9100.None - Transfers to General Fund, None	\$ 2,904,921	\$ 2,904,921	\$ 3,196,793
9202.None - Transfers to Storm Drainage Fund, None	-	127,010	200,000
9208.None - Transfers to Facilities Fund, None	-	-	200,000
9301.None - Transfer to Water Fund, None	-	-	450,000
9303.None - Transfers to TRCC Fund, None	-	-	300,000
9402.None - Transfer to Fleet, None	352,000	352,000	384,000
9610.11 - Transfer to Debt Serv_PSI COP's 2010, None	1,810,015	1,810,015	1,826,215
9610.12 - Transfer to Debt Serv_Parkway 12 Refunding, None	3,855,125	3,855,125	3,859,125
9615.None - Transfer To Parkway Debt Retirem, None	845,184	768,170	2,024,608
Transfers Out Total	\$ 9,767,245	\$ 9,817,241	\$ 12,440,741

202 Storm Drainage Fund

Revenue

Intergovernmental

4315.None - Development Fees, None \$ 16,000 \$ 40,000 \$ 16,000

Intergovernmental Total \$ **16,000** \$ **40,000** \$ **16,000**

Interest

4610.None - Interest Income, None \$ - \$ - \$ 975

Interest Total \$ - \$ - \$ **975**

Total Revenue \$ **16,000** \$ **40,000** \$ **16,975**

Expenditures

Capital Outlay

8445.None - Drainage System Improvements, None \$ 16,000 \$ 143,010 \$ 266,000

Capital Outlay Total \$ **16,000** \$ **143,010** \$ **266,000**

Total Expenditures \$ **16,000** \$ **143,010** \$ **266,000**

Transfers In

4821.None - Transfer in Sales Tax CIP, None \$ - \$ 127,010 \$ 200,000

Transfers In Total \$ - \$ **127,010** \$ **200,000**

207 Transportation Capacity Fund

Revenue

Charges for Service

4315.None - Development Fees, None \$ 1,530,000 \$ 1,530,000 \$ 1,560,600

Charges for Service Total \$ **1,530,000** \$ **1,530,000** \$ **1,560,600**

Intergovernmental

4315.None - Development Fees, None \$ 50,000 \$ 50,000 \$ -

Intergovernmental Total \$ **50,000** \$ **50,000** \$ -

Interest

4315.None - Development Fees, None \$ - \$ - \$ 34,844

Interest Total \$ - \$ - \$ **34,844**

Total Revenue \$ **1,580,000** \$ **1,580,000** \$ **1,595,444**

Expenditures

Operating

7410.None - Contract Svcs, None \$ - \$ 4,000 \$ -



2018 Adopted, 2018 Amended, 2019 Recommended
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Recommended Budget by Fund				
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget	
Operating Total	\$ -	\$ 4,000	\$ -	
Capital Outlay				
8350.None - Street Capacity Expansion, None	\$ 1,100,000	\$ 600,000	\$ 1,973,000	
8510.None - Other Infrastructure Improvement, None	200,000	-	-	
Capital Outlay Total	\$ 1,300,000	\$ 600,000	\$ 1,973,000	
Total Expenditures	\$ 1,300,000	\$ 604,000	\$ 1,973,000	

610 General Debt Service Fund

Revenue

Intergovernmental

4200.01 - Grant/Reimb Rev_Federal, None \$ 722,025 \$ 722,025 \$ 723,568

Intergovernmental Total

\$ 722,025 \$ 722,025 \$ 723,568

Interest

4620.None - Direct Interest Earnings, None \$ - \$ - \$ 270

Interest Total

\$ - \$ - \$ 270

Total Revenue \$ 722,025 \$ 722,025 \$ 723,838

Expenditures

Non Personnel Operating

7270.11 - Debt Service Fees_PSI COP's 2010, None \$ 2,510 \$ 2,510 \$ -

7270.12 - Debt Service Fees_Parkway 2012, None 500 500 -

Non Personnel Operating Total

\$ 3,010 \$ 3,010 \$ -

Debt Service

8860.11 - Bond Principal_PSI COP's 2010, None \$ 790,000 \$ 790,000 \$ 825,000

8860.12 - Bond Principal_Parkway 2012, None 2,845,000 2,845,000 2,975,000

8870.11 - Interest Expense_PSI COP's 2010, None 2,239,535 2,239,535 2,203,985

8870.12 - Interest Expense_Parkway 2012, None 1,009,625 1,009,625 883,625

Debt Service Total

\$ 6,884,160 \$ 6,884,160 \$ 6,887,610

Total Expenditures \$ 6,887,170 \$ 6,887,170 \$ 6,887,610

Transfers In

4811.None - Transfer in E911 Fund, None \$ 500,000 \$ 500,000 \$ 500,000

4821.11 - Transfer in Sales Tax CIP_PSI COP's 2010, None 1,810,015 1,810,015 1,826,215

4821.12 - Transfer in Sales Tax CIP_Parkway 12 Refunding, None 3,855,125 3,855,125 3,859,125

Transfers In Total

\$ 6,165,140 \$ 6,165,140 \$ 6,185,340

614 GJ Public Finance Corp Fund

Revenue

Interest

4620.None - Direct Interest Earnings, None \$ - \$ - \$ 248

Interest Total

\$ - \$ - \$ 248

Other

4755.None - Contributions, None \$ 300,000 \$ 300,000 \$ 300,000

Other Total

\$ 300,000 \$ 300,000 \$ 300,000

Total Revenue \$ 300,000 \$ 300,000 \$ 300,248

Expenditures

Non Personnel Operating

7270.None - Debt Service Fees, None \$ 1,510 \$ 1,510 \$ -

Non Personnel Operating Total

\$ 1,510 \$ 1,510 \$ -

Debt Service

8860.None - Bond Principal, None \$ 240,000 \$ 240,000 \$ 245,000

8870.None - Interest Expense, None 291,175 291,175 283,675

Debt Service Total

\$ 531,175 \$ 531,175 \$ 528,675



2018 Adopted, 2018 Amended, 2019 Recommended
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Recommended Budget by Fund				
Classification-Account-Description		2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
Total Expenditures	\$	532,685	\$ 532,685	\$ 528,675
Transfers In				
4850.None - Transfer in Consvr Trust Fund, None	\$	232,675	\$ 232,675	\$ 230,175
Transfers In Total	\$	232,675	\$ 232,675	\$ 230,175

615 Riverside Pkwy Debt Retirement

Revenue

Interest

4610.None - Interest Income, None	\$	110,000	\$ 110,000	\$ 156,122
Interest Total	\$	110,000	\$ 110,000	\$ 156,122

Total Revenue	\$	110,000	\$ 110,000	\$ 156,122
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Expenditures

Transfers In

4821.None - Transfer in Sales Tax CIP, None	\$	845,184	\$ 768,170	\$ 2,024,608
Transfers In Total	\$	845,184	\$ 768,170	\$ 2,024,608

Transfers Out

9201.None - Transfers to Sales Tax CIP Fund, None	\$	3,167,000	\$ 3,017,000	\$ 3,384,000
Transfers Out Total	\$	3,167,000	\$ 3,017,000	\$ 3,384,000

301 Water Fund

Revenue

Intergovernmental

4200.04 - Grant/Reimb Rev_Other, None	\$	26,597	\$ 26,597	\$ -
4200.05 - Grant/Reimb Rev_Pending Award, None		-	-	70,000
Intergovernmental Total	\$	26,597	\$ 26,597	\$ 70,000

Charges for Service

4340.01 - Service Chgs_Meter Turn On/Off, None	\$	44,000	\$ 44,000	\$ 46,000
4340.03 - Service Chgs_Water Sale-In City, None		6,420,858	6,920,858	7,227,137
4340.04 - Service Chgs_Water Sale-Out City, None		156,584	156,584	164,413
4340.05 - Service Chgs_Raw Water Sale, None		45,000	45,000	48,000
4340.06 - Service Chgs_Bulk Water Sale, None		35,000	22,000	42,000
4340.07 - Service Chgs_Reservoir Wtr Sale, None		20,000	-	20,000
4415.None - Delinquent Charges, None		53,000	53,000	53,000
4700.01 - Misc Revenue_NSF Fees, None		-	-	1,000
4700.None - Misc Revenue, None		2,000	2,000	2,000
Charges for Service Total	\$	6,776,442	\$ 7,243,442	\$ 7,603,550

Interfund Revenue

4390.02 - Interfund Chgs_Sewer, None	\$	428,963	\$ 428,963	\$ 499,761
4390.03 - Interfund Chgs_Solid Waste, None		217,009	217,009	255,888
4390.06 - Interfund Chgs_Irrigation, None		9,815	9,815	11,280
4391.None - Interfund Line Repair, None		100,000	100,000	-
Interfund Revenue Total	\$	755,787	\$ 755,787	\$ 766,929

Interest

4610.None - Interest Income, None	\$	32,000	\$ 32,000	\$ 115,491
Interest Total	\$	32,000	\$ 32,000	\$ 115,491

Other

4650.01 - Lease Revenue_Hunting, None	\$	3,000	\$ 3,000	\$ 3,000
4650.02 - Lease Revenue_Ranch, None		45,000	45,000	41,000
4650.None - Lease Revenue, None		10,700	10,700	10,700

Other Total	\$	58,700	\$ 58,700	\$ 54,700
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Capital Proceeds



2018 Adopted, 2018 Amended, 2019 Recommended
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Recommended Budget by Fund			
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
4671.None - Note Proceeds, None	\$ 1,010,000	\$ 1,010,000	\$ -
4685.None - Tap Charges, None	48,500	48,500	109,000
Capital Proceeds Total	\$ 1,058,500	\$ 1,058,500	\$ 109,000
Total Revenue	\$ 8,708,026	\$ 9,175,026	\$ 8,719,670
Expenditures			
Labor and Benefits			
5000.None - Full Time Salaries, None	\$ 1,887,233	\$ 1,893,154	\$ 1,926,934
5010.None - Cellular Telephone, None	2,714	2,714	2,638
5099.None - Pay Plan Contingency, None	5,921	-	-
5290.None - Seasonal Part-Time, None	19,642	19,642	51,318
5390.None - Overtime, None	87,543	87,543	91,923
5420.None - Gen Retire Plan, None	115,178	115,178	120,416
5450.None - Retirement Payout, None	-	-	50,196
5510.None - Social Security Cont, None	123,591	123,591	131,417
5515.None - Medicare Cont, None	28,966	28,966	30,786
5610.None - Worker's Compensation, None	49,442	49,442	52,574
5620.None - Dental Insurance, None	21,048	21,048	21,672
5625.None - Health Insurance, None	422,867	422,867	488,052
5630.None - Life Insurance, None	2,843	2,843	2,962
5635.None - Long Term Disability, None	7,130	7,130	7,424
5820.02 - Allowances_Automobile, None	1,890	1,890	1,081
Labor and Benefits Total	\$ 2,776,008	\$ 2,776,008	\$ 2,979,393
Non Personnel Operating			
6105.03 - Operating Supply_Comput/Printer, None	\$ 500	\$ 500	\$ 600
6105.07 - Operating Supply_Hardware, None	100	100	300
6105.08 - Operating Supply_Janitorial, None	650	650	650
6105.10 - Operating Supply_Minor Equip, None	2,300	2,300	2,000
6105.11 - Operating Supply_Office, None	6,544	6,544	6,500
6105.13 - Operating Supply_Small Tools, None	4,400	4,400	4,250
6105.None - Operating Supply, None	62,825	62,825	63,000
6120.None - Postage/Freight, None	181,500	181,500	181,600
6125.None - Uniforms/Clothing, None	4,200	4,200	3,800
6130.02 - Materials_Gravel, Sand, Soil, None	13,550	13,550	17,000
6145.None - Chemical/Fertilizers, None	102,200	102,200	120,200
6150.01 - Pipe & Supplies_Clamps, None	7,000	7,000	7,500
6150.02 - Pipe & Supplies_Fittings, None	36,250	36,250	35,000
6150.03 - Pipe & Supplies_Meters, None	17,900	17,900	17,900
6150.04 - Pipe & Supplies_Pipe, None	6,000	6,000	-
6150.06 - Pipe & Supplies_Valves, None	4,950	4,950	3,000
6150.07 - Pipe & Supplies_Yokes, None	21,500	21,500	35,000
6150.None - Pipe & Supplies, None	25,000	25,000	40,000
6160.03 - Equip Parts/Supply_Oil & Grease, None	100	100	-
6210.03 - Repairs/Maint_Electrical, None	5,200	5,200	10,200
6210.04 - Repairs/Maint_Equipment, None	14,500	14,500	13,500
6210.05 - Repairs/Maint_Hydrants, None	13,000	13,000	13,000
6210.07 - Repairs/Maint_Pipe, None	4,800	4,800	4,000
6210.08 - Repairs/Maint_Property, None	2,000	2,000	3,500
6210.09 - Repairs/Maint_Pumps, None	5,100	5,100	9,000
6210.None - Repairs/Maint, None	22,000	22,000	25,500
6270.02 - Damage Repair_Outside Property, None	-	-	2,000
6270.03 - Damage Repair_Vehicles, None	2,500	2,500	2,000



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Recommended Budget by Fund			
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
6310.None - Printing/Publications, None	500	500	650
6400.None - Advertising, None	8,000	8,000	7,500
6510.02 - Telephone_Cellular, None	2,085	2,085	-
6550.04 - Utilities_Gas, None	800	800	1,200
6550.06 - Utilities_Solid Waste, None	800	800	800
6550.07 - Utilities_Water, None	6,000	6,000	6,000
6550.08 - Utilities_Water Fees, None	9,450	9,450	7,500
6640.01 - Rent_Equipment, None	500	500	500
6640.03 - Rent_Property/Space, None	17,760	17,760	17,760
6830.01 - Professional Develop_Training, None	18,485	18,485	23,700
6830.02 - Professional Develop_Travel, None	5,000	5,000	6,200
6835.None - Dues, None	13,130	13,130	13,355
7310.02 - Charges/Fees_Credit Card, None	510	510	400
7310.07 - Charges/Fees_Treasurer, None	4,500	4,500	4,500
7410.08 - Contract Svcs_Consum Confidence, None	1,000	1,000	600
7410.13 - Contract Svcs_Financial Audit, None	2,685	2,685	2,503
7410.15 - Contract Svcs_Laundry, None	800	800	800
7410.19 - Contract Svcs_Patching, None	52,500	52,500	52,500
7410.24 - Contract Svcs_Security, None	-	-	3,000
7410.27 - Contract Svcs_Traffic Control, None	16,000	16,000	16,000
7410.37 - Contract Svcs_Lab Testing, None	26,000	26,000	-
7410.None - Contract Svcs, None	195,000	210,000	193,700
7430.13 - Contract Maintenance_Elevator, None	2,100	2,100	3,000
7430.None - Contract Maintenance, None	1,000	1,000	300
7505.10 - Personnel Prog_Recognition Prog, None	-	1,750	2,000
7530.None - Licenses/Permits, None	2,000	2,000	3,000
7585.None - Comm Participat, None	19,400	17,650	21,350
7750.None - Special Operating Projects, None	-	-	10,000
7900.04 - Operating Equip_Machinery & Tool, None	13,100	13,100	13,000
7900.None - Operating Equip, None	8,000	8,000	10,700
7910.None - Furniture/Fixtures, None	1,000	1,000	5,000
6510.09 - Telephone_Air Cards/Mobile Device, None	2,916	2,916	4,620
6510.None - Telephone, None	7,691	7,691	8,713
7620.01 - Data Process Chgs_Basic, None	111,340	111,340	113,497
7620.02 - Data Process Chgs_Equip Replace, None	8,855	8,855	9,055
7620.03 - Data Process Chgs_Direct, None	175,864	175,864	278,848
7630.01 - Medical Programs_Health Programs, None	-	-	33,000
7630.02 - Medical Programs_HSA Match, None	-	-	3,750
7630.03 - Medical Programs_Wellness Awards, None	-	-	7,886
7640.None - Liability Insurance, None	45,936	45,936	69,088
7650.01 - Interfund Chgs_General Govt, None	520,688	520,688	596,006
7680.None - Interfund Fuel, None	34,016	34,016	53,356
7685.01 - Fleet Accrual_Replacement, None	83,762	83,762	96,755
7685.02 - Fleet Accrual_Maintenance, None	121,085	121,085	97,353
7690.01 - Facility Accrual_Maintenance, None	29,976	29,976	28,434
7695.None - Interfund Utilities, None	62,258	62,258	62,258
Non Personnel Operating Total	\$ 2,199,061	\$ 2,214,061	\$ 2,511,137
Debt Service			
8850.10 - Note Principal_Water Rev 2009, None	\$ 180,523	\$ 180,523	\$ 185,064
8850.13 - Note Principal_Water 2016, None	68,920	68,920	64,141
8850.14 - Note Principal_Water 2017, None	29,491	29,491	30,273



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Recommended Budget by Fund			
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
8860.03 - Bond Principal_Water 2002, None	210,113	210,113	215,500
8870.03 - Interest Expense_Water 2002, None	41,267	41,267	33,816
8870.10 - Interest Expense_Water Rev 2009, None	64,215	64,215	59,674
8870.13 - Interest Expense_Water 2016, None	31,171	31,171	27,174
8870.14 - Interest Expense_Water 2017, None	20,268	20,268	19,486
Debt Service Total	\$ 645,968	\$ 645,968	\$ 635,128
Capital Outlay			
8100.03 - Capital Equip_Specialty, None	\$ -	\$ -	140,000
8410.None - Water Supply, None	1,562,662	1,922,638	2,585,000
8415.None - Water Distribution, None	524,000	524,000	3,407,000
8420.None - Water Treatment, None	656,000	699,189	25,000
Capital Outlay Total	\$ 2,742,662	\$ 3,145,827	\$ 6,157,000
Total Expenditures	\$ 8,363,699	\$ 8,781,864	\$ 12,282,658
Transfers In			
4814.None - Transfer in CDBG Fund, None	\$ -	\$ -	20,000
4821.None - Transfer in Sales Tax CIP, None	-	-	450,000
Transfers In Total	\$ -	\$ -	\$ 470,000

302 Solid Waste Removal Fund

Revenue

Charges for Service			
4340.08 - Service Chgs_Recycling, None	\$ 200,000	\$ 200,000	\$ 208,000
4340.None - Service Chgs, None	4,000,000	3,950,000	4,150,000
4700.None - Misc Revenue, None	91,388	91,388	94,441
Charges for Service Total	\$ 4,291,388	\$ 4,241,388	\$ 4,452,441
Interest			
4610.None - Interest Income, None	\$ 11,000	\$ 11,000	\$ 24,022
Interest Total	\$ 11,000	\$ 11,000	\$ 24,022
Total Revenue	\$ 4,302,388	\$ 4,252,388	\$ 4,476,463

Expenditures

Labor and Benefits			
5000.None - Full Time Salaries, None	\$ 759,841	\$ 760,379	\$ 757,524
5010.None - Cellular Telephone, None	225	225	270
5099.None - Pay Plan Contingency, None	538	-	-
5290.None - Seasonal Part-Time, None	1,000	1,000	988
5390.None - Overtime, None	25,000	25,000	26,209
5420.None - Gen Retire Plan, None	46,464	46,464	45,843
5450.None - Retirement Payout, None	7,341	7,341	-
5510.None - Social Security Cont, None	49,171	49,171	48,657
5515.None - Medicare Cont, None	11,519	11,519	11,393
5610.None - Worker's Compensation, None	94,281	94,281	100,253
5620.None - Dental Insurance, None	7,892	7,892	7,418
5625.None - Health Insurance, None	136,467	136,467	145,024
5630.None - Life Insurance, None	1,108	1,108	1,094
5635.None - Long Term Disability, None	2,724	2,724	2,725
5820.02 - Allowances_Automobile, None	420	420	240
Labor and Benefits Total	\$ 1,143,991	\$ 1,143,991	\$ 1,147,638
Non Personnel Operating			
6105.11 - Operating Supply_Office, None	\$ 350	\$ 350	\$ 350
6105.13 - Operating Supply_Small Tools, None	1,300	1,300	1,300
6105.None - Operating Supply, None	6,000	6,000	6,000



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Recommended Budget by Fund			
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
6125.None - Uniforms/Clothing, None	1,800	1,800	1,800
6210.None - Repairs/Maint, None	16,000	16,000	16,000
6270.02 - Damage Repair_Outside Property, None	2,000	2,000	2,000
6270.03 - Damage Repair_Vehicles, None	1,000	1,000	1,000
6310.None - Printing/Publications, None	2,700	2,700	2,700
6400.None - Advertising, None	1,800	1,800	1,800
6550.12 - Utilities_Drainage, None	1,700	1,700	-
6830.01 - Professional Develop_Training, None	3,500	3,500	3,500
7310.05 - Charges/Fees_Landfill Commercial, None	124,000	124,000	145,000
7310.06 - Charges/Fees_Landfill-Resident, None	550,000	550,000	643,500
7410.13 - Contract Svcs_Financial Audit, None	1,143	1,143	1,065
7410.22 - Contract Svcs_Recycling, None	742,835	742,835	761,618
7900.None - Operating Equip, None	65,000	65,000	65,000
6510.None - Telephone, None	508	508	670
7620.01 - Data Process Chgs_Basic, None	10,309	10,309	10,044
7620.02 - Data Process Chgs_Equip Replace, None	1,000	1,000	1,479
7620.03 - Data Process Chgs_Direct, None	7,255	7,255	11,383
7630.01 - Medical Programs_Health Programs, None	-	-	13,838
7630.02 - Medical Programs_HSA Match, None	-	-	3,000
7630.03 - Medical Programs_Wellness Awards, None	-	-	3,307
7640.None - Liability Insurance, None	23,001	23,001	34,593
7650.01 - Interfund Chgs_General Govt, None	315,825	315,825	326,850
7650.02 - Interfund Chgs_Utility Billing, None	217,009	217,009	255,888
7680.None - Interfund Fuel, None	103,380	103,380	113,259
7685.01 - Fleet Accrual_Replacement, None	377,297	377,297	435,817
7685.02 - Fleet Accrual_Maintenance, None	343,034	343,034	350,865
7690.01 - Facility Accrual_Maintenance, None	10,550	10,550	11,205
7695.None - Interfund Utilities, None	5,387	5,387	5,387
Non Personnel Operating Total	\$ 2,935,683	\$ 2,935,683	\$ 3,230,218
Debt Service			
8850.None - Note Principal, None	\$ 91,958	\$ 91,958	\$ 94,441
Debt Service Total	\$ 91,958	\$ 91,958	\$ 94,441
Capital Outlay			
8100.04 - Capital Equip_Vehicles/Machinery, None	\$ 300,000	\$ 300,000	\$ -
Capital Outlay Total	\$ 300,000	\$ 300,000	\$ -
Total Expenditures	\$ 4,471,632	\$ 4,471,632	\$ 4,472,297
Transfers Out			
9100.None - Transfers to General Fund, None	\$ 150,000	\$ 150,000	\$ 180,000
Transfers Out Total	\$ 150,000	\$ 150,000	\$ 180,000

303 Two Rivers Convention Cntr Fund

Revenue

Intergovernmental

4200.04 - Grant/Reimb Rev_Other, None	\$ 196,340	\$ 196,340	\$ 203,304
4200.None - Grant/Reimb Rev, None	3,000,000	400,000	6,600,000

Intergovernmental Total	\$ 3,196,340	\$ 596,340	\$ 6,803,304
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Interest

4610.None - Interest Income, None	\$ -	\$ -	\$ 120,442
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Interest Total	\$ -	\$ -	\$ 120,442
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Charges for Service

4700.None - Misc Revenue, None	\$ 25,000	\$ 25,000	\$ -
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2018 Adopted, 2018 Amended, 2019 Recommended
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Recommended Budget by Fund				
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget	
Charges for Service Total	\$ 25,000	\$ 25,000	\$ -	
Total Revenue	\$ 3,221,340	\$ 621,340	\$ 6,923,746	
Expenditures				
Non Personnel Operating				
7410.None - Contract Svcs, None	\$ 225,000	\$ 225,000	\$ 225,000	
6550.09 - Utilities_Energy Service Contract, None	31,206	31,206	32,047	
7640.None - Liability Insurance, None	7,072	7,072	10,637	
7680.None - Interfund Fuel, None	374	374	3,983	
7685.01 - Fleet Accrual_Replacement, None	3,449	3,449	5,670	
7685.02 - Fleet Accrual_Maintenance, None	3,272	3,272	-	
7695.None - Interfund Utilities, None	150,967	150,967	150,967	
Non Personnel Operating Total	\$ 421,340	\$ 421,340	\$ 428,304	
Capital Outlay				
8215.None - Facility Improvements, None	\$ 3,000,000	\$ 400,000	\$ 7,020,000	
Capital Outlay Total	\$ 3,000,000	\$ 400,000	\$ 7,020,000	
Total Expenditures	\$ 3,421,340	\$ 821,340	\$ 7,448,304	
Transfers In				
4812.None - Transfer In VCB, None	\$ 200,000	\$ 200,000	\$ 200,000	
4821.None - Transfer in Sales Tax CIP, None	-	-	300,000	
Transfers In Total	\$ 200,000	\$ 200,000	\$ 500,000	

305 Golf Courses Fund

Revenue

Charges for Service				
4300.None - Merchandise Sales, None	\$ 232,000	\$ 166,000	\$ 210,000	
4305.None - Marketing Services Revenue, None	16,000	-	18,000	
4361.01 - Rental Income_Golf Clubs, None	5,500	5,300	19,500	
4361.07 - Rental Income_Golf Carts, None	312,000	267,500	314,000	
4361.08 - Rental Income_Golf Cart Pass, None	32,500	21,000	33,500	
4365.01 - Green Fees_Tournaments, None	90,000	56,500	86,000	
4365.03 - Green Fees_Season Tickets, None	242,000	147,000	257,000	
4365.None - Green Fees, None	793,000	652,000	795,000	
4366.None - Driving Range, None	118,000	94,000	114,000	
4367.None - Lessons, None	15,000	3,600	13,000	
4700.04 - Misc Revenue_Over/Short, None	-	375	-	
4700.None - Misc Revenue, None	11,500	13,560	12,500	
4710.None - Vendor's Fee, None	-	90	-	
Charges for Service Total	\$ 1,867,500	\$ 1,426,925	\$ 1,872,500	
Interest				
4650.03 - Lease Revenue_Concessions, None	\$ -	\$ -	\$ 2,252	
Interest Total	\$ -	\$ -	\$ 2,252	
Other				
4650.03 - Lease Revenue_Concessions, None	\$ 14,500	\$ 7,000	\$ 20,825	
4760.None - Insurance Reimbursement, None	-	2,470	-	
Other Total	\$ 14,500	\$ 9,470	\$ 20,825	
Total Revenue	\$ 1,882,000	\$ 1,436,395	\$ 1,895,577	

Expenditures

Labor and Benefits				
5000.None - Full Time Salaries, None	\$ 418,481	\$ 337,641	\$ 454,941	
5010.None - Cellular Telephone, None	1,805	1,488	2,481	
5099.None - Pay Plan Contingency, None	538	-	-	



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Recommended Budget by Fund			
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
5290.None - Seasonal Part-Time, None	212,579	214,753	226,914
5390.None - Overtime, None	1,532	2,168	1,749
5415.None - Lesson Pay, None	11,001	3,500	11,000
5420.None - Gen Retire Plan, None	25,111	21,007	27,341
5510.None - Social Security Cont, None	39,911	36,198	43,452
5515.None - Medicare Cont, None	9,338	8,422	10,168
5610.None - Worker's Compensation, None	12,469	12,469	13,260
5620.None - Dental Insurance, None	3,592	3,365	5,274
5625.None - Health Insurance, None	72,458	64,483	108,192
5630.None - Life Insurance, None	629	518	732
5635.None - Long Term Disability, None	1,619	1,216	1,861
Labor and Benefits Total	\$ 811,063	\$ 707,228	\$ 907,365
Non Personnel Operating			
6010.None - Cost of Goods Sold, None	\$ 160,000	\$ 112,400	\$ 146,000
6105.08 - Operating Supply_Janitorial, None	2,000	1,100	1,500
6105.10 - Operating Supply_Minor Equip, None	-	5,125	-
6105.11 - Operating Supply_Office, None	500	250	250
6105.None - Operating Supply, None	27,940	26,540	17,500
6120.None - Postage/Freight, None	300	200	300
6125.None - Uniforms/Clothing, None	100	-	800
6130.02 - Materials_Gravel, Sand, Soil, None	24,000	22,500	13,000
6130.03 - Materials_Nursery Stock, None	2,700	3,400	3,200
6145.01 - Chemical/Fertilizers_Chemicals, None	9,500	11,500	9,500
6145.02 - Chemical/Fertilizers_Fertilizers, None	41,500	41,500	40,000
6150.None - Pipe & Supplies, None	5,500	3,200	5,000
6160.01 - Equip Parts/Supply_Batteries, None	1,200	850	850
6160.03 - Equip Parts/Supply_Oil & Grease, None	1,700	550	1,475
6160.04 - Equip Parts/Supply_Parts, None	30,800	37,448	30,800
6210.01 - Repairs/Maint_Buildings, None	14,900	12,500	14,000
6210.04 - Repairs/Maint_Equipment, None	1,300	1,300	-
6210.09 - Repairs/Maint_Pumps, None	600	1,777	600
6210.None - Repairs/Maint, None	2,000	1,500	1,500
6270.01 - Damage Repair_City Property, None	-	2,470	-
6400.None - Advertising, None	8,500	7,000	8,000
6510.02 - Telephone_Cellular, None	-	290	-
6550.05 - Utilities_Sewer, None	1,771	1,771	2,055
6550.06 - Utilities_Solid Waste, None	3,670	3,670	4,650
6550.07 - Utilities_Water, None	1,450	2,200	-
6550.08 - Utilities_Water Fees, None	31,100	34,100	31,100
6640.01 - Rent_Equipment, None	1,575	1,775	2,800
6825.02 - Allowance/Reimb_Tool, None	600	600	600
6830.01 - Professional Develop_Training, None	2,150	1,050	2,150
6830.02 - Professional Develop_Travel, None	1,400	800	1,600
6835.None - Dues, None	4,350	2,950	3,600
7310.02 - Charges/Fees_Credit Card, None	27,910	27,910	27,000
7410.01 - Contract Svcs_Animal Control, None	400	400	400
7410.13 - Contract Svcs_Financial Audit, None	600	600	559
7410.24 - Contract Svcs_Security, None	-	2,000	2,700
7410.None - Contract Svcs, None	4,400	4,513	4,700
7430.None - Contract Maintenance, None	1,000	2,160	250
7900.None - Operating Equip, None	66,135	75,235	66,185



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Recommended Budget by Fund			
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
6510.None - Telephone, None	6,654	6,654	6,368
6550.09 - Utilities_Energy Service Contract, None	4,007	4,007	4,115
7620.01 - Data Process Chgs_Basic, None	51,547	51,547	50,220
7620.02 - Data Process Chgs_Equip Replace, None	4,000	4,000	3,900
7620.03 - Data Process Chgs_Direct, None	2,945	2,945	2,859
7630.01 - Medical Programs_Health Programs, None	-	-	6,388
7630.02 - Medical Programs_HSA Match, None	-	-	750
7630.03 - Medical Programs_Wellness Awards, None	-	-	1,526
7640.None - Liability Insurance, None	11,247	11,247	16,913
7650.01 - Interfund Chgs_General Govt, None	141,151	64,820	131,428
7680.None - Interfund Fuel, None	14,438	14,438	15,042
7685.01 - Fleet Accrual_Replacement, None	96,821	97,630	113,008
7685.02 - Fleet Accrual_Maintenance, None	4,587	4,587	9,974
7695.None - Interfund Utilities, None	46,135	46,135	46,135
Non Personnel Operating Total	\$ 867,083	\$ 763,144	\$ 853,250
Debt Service			
8860.None - Bond Principal, None	\$ 234,171	\$ 122,722	\$ 124,563
8870.None - Interest Expense, None	41,208	26,208	24,367
Debt Service Total	\$ 275,379	\$ 148,930	\$ 148,930
Capital Outlay			
8100.None - Capital Equip, None	\$ -	\$ 38,686	-
8215.None - Facility Improvements, None	-	19,381	-
Capital Outlay Total	\$ -	\$ 58,067	\$ -
Total Expenditures	\$ 1,953,525	\$ 1,677,369	\$ 1,909,545
Transfers In			
4850.None - Transfer in Consvr Trust Fund, None	\$ 85,000	\$ 85,000	\$ 160,000
Transfers In Total	\$ 85,000	\$ 85,000	\$ 160,000

308 Parking Authority Fund

Revenue

Charges for Service

4360.04 - Fee Revenue_4th & Colorado, None	\$ 23,000	\$ 23,000	\$ 30,000
4360.05 - Fee Revenue_5th & Colorado, None	14,000	14,000	17,000
4360.06 - Fee Revenue_6th & Colorado, None	21,000	21,000	25,000
4360.07 - Fee Revenue_6th & Rood, None	7,000	7,000	9,500
4360.09 - Fee Revenue_5th & Grand, None	600	600	600
4360.10 - Fee Revenue_500 Ute, None	2,000	2,000	3,500
4360.11 - Fee Revenue_600 Colorado, None	7,200	7,200	10,500
4360.12 - Fee Revenue_7th & Colorado, None	3,000	3,000	6,500
4360.None - Fee Revenue, None	209,000	209,000	371,500
Charges for Service Total	\$ 286,800	\$ 286,800	\$ 474,100

Fines and Forfeitures

4410.None - Fines, None	\$ 145,000	\$ 145,000	\$ 188,000
Fines and Forfeitures Total	\$ 145,000	\$ 145,000	\$ 188,000

Interest

4610.None - Interest Income, None	\$ 1,800	\$ 1,800	\$ 4,155
Interest Total	\$ 1,800	\$ 1,800	\$ 4,155

Other

4500.None - Special Assessments, None	\$ 19,700	\$ 19,700	\$ 19,500
4650.None - Lease Revenue, None	60,000	60,000	35,800
Other Total	\$ 79,700	\$ 79,700	\$ 55,300



2018 Adopted, 2018 Amended, 2019 Recommended
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Recommended Budget by Fund				
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget	
Total Revenue	\$ 513,300	\$ 513,300	\$ 721,555	
Expenditures				
Labor and Benefits				
5000.None - Full Time Salaries, None	\$ 55,702	\$ 55,702	\$ 59,634	
5010.None - Cellular Telephone, None	301	301	346	
5290.None - Seasonal Part-Time, None	70,002	70,002	92,773	
5420.None - Gen Retire Plan, None	3,319	3,319	3,583	
5510.None - Social Security Cont, None	7,795	7,795	9,451	
5515.None - Medicare Cont, None	1,826	1,826	2,212	
5610.None - Worker's Compensation, None	1,552	1,552	1,650	
5620.None - Dental Insurance, None	1,052	1,052	1,191	
5625.None - Health Insurance, None	18,548	18,548	36,948	
5630.None - Life Insurance, None	96	96	105	
5635.None - Long Term Disability, None	215	215	236	
Labor and Benefits Total	\$ 160,408	\$ 160,408	\$ 208,129	
Non Personnel Operating				
6105.None - Operating Supply, None	\$ 8,500	\$ 8,500	\$ 7,000	
6125.None - Uniforms/Clothing, None	500	500	500	
6210.06 - Repairs/Maint_Meters, None	6,500	6,500	7,500	
6210.08 - Repairs/Maint_Property, None	8,000	8,000	8,000	
6400.None - Advertising, None	300	300	-	
6550.12 - Utilities_Drainage, None	3,020	3,020	-	
7310.02 - Charges/Fees_Credit Card, None	2,585	2,585	76,500	
7410.13 - Contract Svcs_Financial Audit, None	160	160	149	
7410.None - Contract Svcs, None	6,200	6,200	14,700	
7430.13 - Contract Maintenance_Elevator, None	7,500	7,500	-	
7900.None - Operating Equip, None	6,000	6,000	6,000	
6510.09 - Telephone_Air Cards/Mobile Device, None	660	660	3,780	
6510.None - Telephone, None	2,054	2,054	335	
7620.01 - Data Process Chgs_Basic, None	5,155	5,155	10,044	
7620.02 - Data Process Chgs_Equip Replace, None	400	400	800	
7620.03 - Data Process Chgs_Direct, None	14,507	14,507	7,225	
7640.None - Liability Insurance, None	217	217	327	
7650.01 - Interfund Chgs_General Govt, None	38,498	38,498	53,805	
7680.None - Interfund Fuel, None	641	641	440	
7685.01 - Fleet Accrual_Replacement, None	5,576	5,576	6,441	
7685.02 - Fleet Accrual_Maintenance, None	2,538	2,538	3,026	
7690.01 - Facility Accrual_Maintenance, None	832	832	865	
7695.None - Interfund Utilities, None	10,178	10,178	10,178	
Non Personnel Operating Total	\$ 130,521	\$ 130,521	\$ 217,615	
Debt Service				
8860.None - Bond Principal, None	\$ 206,942	\$ 206,942	\$ 210,046	
8870.None - Interest Expense, None	36,825	36,825	33,721	
Debt Service Total	\$ 243,767	\$ 243,767	\$ 243,767	
Total Expenditures	\$ 534,696	\$ 534,696	\$ 669,511	

309 Ridges Irrigation Fund

Revenue

Charges for Service

4340.None - Service Chgs, None	\$ 269,328	\$ 269,328	\$ 279,728
Charges for Service Total	\$ 269,328	\$ 269,328	\$ 279,728



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Recommended Budget by Fund				
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget	
Interest				
4610.None - Interest Income, None	\$ 1,500	\$ 1,500	\$ 2,366	
Interest Total	\$ 1,500	\$ 1,500	\$ 2,366	
Total Revenue	\$ 270,828	\$ 270,828	\$ 282,094	
Expenditures				
Labor and Benefits				
5000.None - Full Time Salaries, None	\$ 70,684	\$ 70,684	\$ 81,073	
5010.None - Cellular Telephone, None	23	23	76	
5099.None - Pay Plan Contingency, None	538	-	-	
5390.None - Overtime, None	828	828	805	
5420.None - Gen Retire Plan, None	4,456	4,456	5,064	
5510.None - Social Security Cont, None	4,429	4,429	5,071	
5515.None - Medicare Cont, None	1,043	1,043	1,192	
5610.None - Worker's Compensation, None	2,600	2,600	2,765	
5620.None - Dental Insurance, None	712	712	810	
5625.None - Health Insurance, None	15,738	15,738	18,942	
5630.None - Life Insurance, None	105	105	122	
5635.None - Long Term Disability, None	279	279	312	
5820.02 - Allowances_Automobile, None	211	211	121	
Labor and Benefits Total	\$ 101,646	\$ 101,108	\$ 116,353	
Non Personnel Operating				
6105.13 - Operating Supply_Small Tools, None	\$ 300	\$ 300	\$ 300	
6105.None - Operating Supply, None	780	780	780	
6150.02 - Pipe & Supplies_Fittings, None	3,250	3,250	3,400	
6160.03 - Equip Parts/Supply_Oil & Grease, None	260	260	260	
6210.03 - Repairs/Maint_Electrical, None	1,200	1,200	3,000	
6210.04 - Repairs/Maint_Equipment, None	2,000	2,000	1,000	
6210.07 - Repairs/Maint_Pipe, None	500	500	500	
6210.09 - Repairs/Maint_Pumps, None	4,500	4,500	4,000	
6210.None - Repairs/Maint, None	325	325	325	
6510.02 - Telephone_Cellular, None	132	132	150	
6550.05 - Utilities_Sewer, None	180	180	270	
6550.07 - Utilities_Water, None	160	160	265	
7410.13 - Contract Svcs_Financial Audit, None	81	81	76	
7410.19 - Contract Svcs_Patching, None	2,500	2,500	1,500	
7410.27 - Contract Svcs_Traffic Control, None	250	250	250	
7900.04 - Operating Equip_Machinery & Tool, None	5,000	5,000	5,000	
7640.None - Liability Insurance, None	558	558	839	
7650.01 - Interfund Chgs_General Govt, None	20,312	20,312	20,980	
7650.02 - Interfund Chgs_Utility Billing, None	9,815	9,815	11,280	
7680.None - Interfund Fuel, None	889	889	2,086	
7685.01 - Fleet Accrual_Replacement, None	2,135	2,135	2,466	
7685.02 - Fleet Accrual_Maintenance, None	3,738	3,738	2,073	
7695.None - Interfund Utilities, None	101,651	101,651	101,651	
Non Personnel Operating Total	\$ 160,516	\$ 160,516	\$ 162,451	
Capital Outlay				
8435.None - Irrigation System Improvements, None	\$ -	\$ -	\$ 100,000	
Capital Outlay Total	\$ -	\$ -	\$ 100,000	
Total Expenditures	\$ 262,162	\$ 261,624	\$ 378,804	

900 Joint Sewer Operations Fund



2018 Adopted, 2018 Amended, 2019 Recommended
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Recommended Budget by Fund				
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget	
Revenue				
<u>Intergovernmental</u>				
4200.01 - Grant/Reimb Rev_Federal, None	\$ 25,112	\$ 25,112	\$ -	
4200.04 - Grant/Reimb Rev_Other, None	25,000	25,000	16,023	
Intergovernmental Total	\$ 50,112	\$ 50,112	\$ 16,023	
<u>Charges for Service</u>				
4315.None - Development Fees, None	\$ 50,626	\$ 50,626	\$ 50,626	
4330.06 - Prof Svcs Rev_Call Out, None	3,000	3,000	3,060	
4330.07 - Prof Svcs Rev_Septic Tank Disp, None	175,000	175,000	175,000	
4330.08 - Prof Svcs Rev_TV Line, None	2,000	2,000	2,040	
4340.13 - Service Chgs_Lift Station Impact, None	13,590	13,590	13,861	
4340.14 - Service Chgs_Lift Station Maint, None	5,244	5,244	5,348	
4340.15 - Service Chgs_Indust Pretreat, None	16,300	16,300	16,626	
4340.16 - Service Chgs_Indust Users, None	132,600	132,600	135,252	
4340.None - Service Chgs, None	12,775,705	12,775,705	12,898,705	
4396.02 - Fuel Chgs_Outside Agencies, None	190,000	190,000	190,000	
4700.None - Misc Revenue, None	51,882	51,882	54,007	
Charges for Service Total	\$ 13,415,947	\$ 13,415,947	\$ 13,544,525	
<u>Fines and Forfeitures</u>				
4410.None - Fines, None	\$ 1,000	\$ 1,000	\$ 1,000	
Fines and Forfeitures Total	\$ 1,000	\$ 1,000	\$ 1,000	
<u>Interfund Revenue</u>				
4390.None - Interfund Chgs, None	\$ 31,144	\$ 31,144	\$ -	
4396.01 - Fuel Chgs_City, None	165,000	165,000	165,000	
Interfund Revenue Total	\$ 196,144	\$ 196,144	\$ 165,000	
<u>Interest</u>				
4610.None - Interest Income, None	\$ 200,000	\$ 200,000	\$ 467,165	
Interest Total	\$ 200,000	\$ 200,000	\$ 467,165	
<u>Other</u>				
4500.None - Special Assessments, None	\$ 24,801	\$ 24,801	\$ 24,801	
Other Total	\$ 24,801	\$ 24,801	\$ 24,801	
<u>Capital Proceeds</u>				
4685.None - Tap Charges, None	\$ 2,666,330	\$ 2,666,330	\$ 2,865,726	
Capital Proceeds Total	\$ 2,666,330	\$ 2,666,330	\$ 2,865,726	
Total Revenue	\$ 16,554,334	\$ 16,554,334	\$ 17,084,240	
Expenditures				
<u>Labor and Benefits</u>				
5000.None - Full Time Salaries, None	\$ 2,546,169	\$ 2,531,169	\$ 2,636,034	
5010.None - Cellular Telephone, None	2,167	2,167	2,445	
5099.None - Pay Plan Contingency, None	10,227	10,227	-	
5290.None - Seasonal Part-Time, None	38,142	38,142	36,455	
5390.None - Overtime, None	57,357	57,357	35,000	
5420.None - Gen Retire Plan, None	152,317	152,317	155,054	
5510.None - Social Security Cont, None	163,723	163,723	165,189	
5515.None - Medicare Cont, None	38,358	38,358	38,684	
5610.None - Worker's Compensation, None	89,756	89,756	95,435	
5620.None - Dental Insurance, None	27,471	27,471	27,245	
5625.None - Health Insurance, None	477,740	477,740	519,378	
5630.None - Life Insurance, None	3,715	3,715	3,768	
5635.None - Long Term Disability, None	9,516	9,516	9,601	
5820.02 - Allowances_Automobile, None	2,101	2,101	1,200	



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Recommended Budget by Fund				
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget	
Labor and Benefits Total	\$ 3,618,759	\$ 3,603,759	\$ 3,725,488	
Non Personnel Operating				
6105.02 - Operating Supply_Business Meals, None	\$ 250	\$ 250	\$ 250	
6105.03 - Operating Supply_Comput/Printer, None	1,600	1,600	1,600	
6105.08 - Operating Supply_Janitorial, None	8,950	8,950	8,950	
6105.09 - Operating Supply_Medical, None	958	958	958	
6105.10 - Operating Supply_Minor Equip, None	15,200	15,200	15,200	
6105.11 - Operating Supply_Office, None	4,700	4,700	4,700	
6105.13 - Operating Supply_Small Tools, None	13,800	13,800	13,800	
6105.None - Operating Supply, None	49,786	49,786	36,135	
6120.None - Postage/Freight, None	500	500	500	
6125.None - Uniforms/Clothing, None	4,460	4,460	4,460	
6145.None - Chemical/Fertilizers, None	270,000	270,000	246,500	
6150.None - Pipe & Supplies, None	500	500	500	
6160.02 - Equip Parts/Supply_Filters, None	7,150	7,150	7,150	
6160.03 - Equip Parts/Supply_Oil & Grease, None	3,850	3,850	3,850	
6210.01 - Repairs/Maint_Buildings, None	4,631	4,631	4,631	
6210.03 - Repairs/Maint_Electrical, None	80,000	80,000	80,000	
6210.04 - Repairs/Maint_Equipment, None	114,369	114,369	114,369	
6210.06 - Repairs/Maint_Meters, None	24,000	24,000	24,000	
6210.07 - Repairs/Maint_Pipe, None	26,000	26,000	26,000	
6210.09 - Repairs/Maint_Pumps, None	15,000	15,000	15,000	
6210.19 - Repairs/Maint_CNG/Biogas, None	85,000	85,000	85,000	
6210.None - Repairs/Maint, None	51,750	51,750	51,750	
6270.02 - Damage Repair_Outside Property, None	40,000	40,000	40,000	
6310.None - Printing/Publications, None	2,175	2,175	2,175	
6400.None - Advertising, None	1,000	1,000	1,000	
6550.07 - Utilities_Water, None	13,500	13,500	13,500	
6550.08 - Utilities_Water Fees, None	200	200	200	
6550.12 - Utilities_Drainage, None	4,800	4,800	4,800	
6825.01 - Allowance/Reimb_Mileage, None	-	-	275	
6830.01 - Professional Develop_Training, None	28,250	28,250	29,250	
6830.02 - Professional Develop_Travel, None	250	250	250	
6835.None - Dues, None	3,500	3,500	3,500	
7270.None - Debt Service Fees, None	750	750	750	
7310.04 - Charges/Fees_Landfill, None	284,133	284,133	284,133	
7310.07 - Charges/Fees_Treasurer, None	2,000	2,000	2,000	
7410.03 - Contract Svcs_Bio Monitoring, None	17,000	17,000	16,000	
7410.07 - Contract Svcs_Consultant, None	60,000	60,000	-	
7410.13 - Contract Svcs_Financial Audit, None	5,000	5,000	5,000	
7410.15 - Contract Svcs_Laundry, None	500	500	500	
7410.37 - Contract Svcs_Lab Testing, None	-	-	100	
7410.None - Contract Svcs, None	35,200	50,200	35,200	
7430.None - Contract Maintenance, None	13,560	13,560	4,600	
7530.None - Licenses/Permits, None	27,500	27,500	27,500	
7585.None - Comm Participat, None	3,500	3,500	3,500	
7900.02 - Operating Equip_Computer Hardwar, None	500	500	1,400	
7900.None - Operating Equip, None	9,500	9,500	15,200	
6510.09 - Telephone_Air Cards/Mobile Device, None	660	660	7,728	
6510.None - Telephone, None	9,548	9,548	8,712	
7620.01 - Data Process Chgs_Basic, None	144,845	144,845	131,074	



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Recommended Budget by Fund			
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
7620.02 - Data Process Chgs_Equip Replace, None	12,060	12,060	11,060
7620.03 - Data Process Chgs_Direct, None	90,655	90,655	126,526
7630.01 - Medical Programs_Health Programs, None	-	-	36,195
7630.02 - Medical Programs_HSA Match, None	-	-	6,750
7630.03 - Medical Programs_Wellness Awards, None	-	-	8,649
7640.None - Liability Insurance, None	57,244	57,244	86,094
7650.01 - Interfund Chgs_General Govt, None	700,780	700,780	667,000
7650.02 - Interfund Chgs_Utility Billing, None	428,963	428,963	499,761
7655.None - Interfund Line Rep, None	100,000	100,000	100,000
7680.None - Interfund Fuel, None	35,470	35,470	46,269
7685.01 - Fleet Accrual_Replacement, None	151,385	151,385	174,865
7685.02 - Fleet Accrual_Maintenance, None	111,820	111,820	105,177
7695.None - Interfund Utilities, None	548,581	548,581	548,581
Non Personnel Operating Total	\$ 3,727,283	\$ 3,742,283	\$ 3,800,577
Debt Service			
8860.02 - Bond Principal_Sewer 2002, None	\$ 435,000	\$ 435,000	\$ 450,000
8860.09 - Bond Principal_Sewer 2009, None	505,000	505,000	1,040,000
8870.02 - Interest Expense_Sewer 2002, None	159,048	159,048	145,591
8870.09 - Interest Expense_Sewer 2009, None	71,749	71,749	48,807
Debt Service Total	\$ 1,170,797	\$ 1,170,797	\$ 1,684,398
Capital Outlay			
8100.03 - Capital Equip_Specialty, None	\$ -	\$ -	\$ 100,000
8425.None - Sewer Collection, None	4,762,593	4,762,593	6,285,000
8430.None - Sewer Treatment, None	4,468,166	4,468,166	1,300,100
Capital Outlay Total	\$ 9,230,759	\$ 9,230,759	\$ 7,685,100
Total Expenditures	\$ 17,747,598	\$ 17,747,598	\$ 16,895,563

101 Enhanced 911 Fund			
Revenue			
Charges for Service			
4322.None - 911 Surcharge, None	\$ 2,350,000	\$ 2,350,000	\$ 2,393,288
Charges for Service Total	\$ 2,350,000	\$ 2,350,000	\$ 2,393,288
Interest			
4610.None - Interest Income, None	\$ 37,000	\$ 37,000	\$ 36,796
Interest Total	\$ 37,000	\$ 37,000	\$ 36,796
Total Revenue	\$ 2,387,000	\$ 2,387,000	\$ 2,430,084
Expenditures			
Transfers Out			
9405.None - Transfers to Comm Center Fund, None	\$ 3,172,611	\$ 2,996,357	\$ 2,374,468
9610.11 - Transfer to Debt Serv_PSI COP's 2010, None	500,000	500,000	500,000
Transfers Out Total	\$ 3,672,611	\$ 3,496,357	\$ 2,874,468

401 Information Technology Fund			
Revenue			
Intergovernmental			
4200.03 - Grant/Reimb Rev_State, None	\$ -	\$ 7,200	\$ -
Intergovernmental Total	\$ -	\$ 7,200	\$ -
Charges for Service			
4330.None - Prof Svcs Rev, None	\$ -	\$ 10,000	\$ -
4360.None - Fee Revenue, None	86,718	93,378	96,660
Charges for Service Total	\$ 86,718	\$ 103,378	\$ 96,660



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Recommended Budget by Fund				
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget	
Fines and Forfeitures				
4430.None - Seized Funds, None	\$ -	\$ 33,600	\$ -	
Fines and Forefeitures Total	\$ -	\$ 33,600	\$ -	
Interfund Revenue				
4392.01 - Basic Telephone Chgs_Mobile Device, None	\$ 213,636	\$ 213,636	\$ 257,040	
4392.None - Basic Telephone Chgs, None	209,398	209,398	213,126	
4394.01 - Data Proc Chgs_Basic, None	2,959,592	2,959,592	2,973,517	
4394.02 - Data Proc Chgs_Direct, None	2,534,636	2,534,636	3,490,983	
4394.03 - Data Proc Chgs_Equip Replace, None	380,480	380,480	388,895	
Interfund Revenue Total	\$ 6,297,742	\$ 6,297,742	\$ 7,323,561	
Interest				
4610.None - Interest Income, None	\$ 7,500	\$ 7,500	\$ 36,235	
Interest Total	\$ 7,500	\$ 7,500	\$ 36,235	
Total Revenue	\$ 6,391,960	\$ 6,449,420	\$ 7,456,456	
Expenditures				
Labor and Benefits				
5000.None - Full Time Salaries, None	\$ 1,596,031	\$ 1,596,031	\$ 2,084,316	
5420.None - Gen Retire Plan, None	93,941	93,941	121,986	
5450.None - Retirement Payout, None	33,306	33,306	14,036	
5510.None - Social Security Cont, None	101,028	101,028	126,908	
5515.None - Medicare Cont, None	23,635	23,635	30,440	
5610.None - Worker's Compensation, None	3,130	3,130	4,555	
5620.None - Dental Insurance, None	13,406	13,406	17,326	
5625.None - Health Insurance, None	264,884	264,884	368,255	
5630.None - Life Insurance, None	2,210	2,210	2,625	
5635.None - Long Term Disability, None	5,849	5,849	6,952	
Labor and Benefits Total	\$ 2,137,420	\$ 2,137,420	\$ 2,777,399	
Non Personnel Operating				
6105.None - Operating Supply, None	\$ 37,000	\$ 37,000	\$ 37,150	
6120.None - Postage/Freight, None	450	450	400	
6155.None - Food Stuffs, None	500	500	500	
6310.None - Printing/Publications, None	400	400	300	
6505.01 - Line Charge_Basic Service, None	62,400	64,025	65,700	
6505.02 - Line Charge_Data Line, None	72,000	72,000	72,000	
6505.04 - Line Charge_Internet, None	40,800	40,800	40,800	
6510.02 - Telephone_Cellular, None	230,148	230,148	270,480	
6510.03 - Telephone_Long Distance, None	2,000	2,000	2,000	
6640.03 - Rent_Property/Space, None	1,875	1,875	-	
6825.01 - Allowance/Reimb_Mileage, None	200	200	200	
6830.01 - Professional Develop_Training, None	56,200	56,200	94,200	
6830.02 - Professional Develop_Travel, None	500	500	500	
6835.None - Dues, None	3,835	3,835	4,435	
7410.38 - Contract Svcs_E Waste Disposal, None	2,000	2,000	2,000	
7410.None - Contract Svcs, None	91,000	91,000	91,000	
7430.03 - Contract Maintenance_Software, None	1,569,997	1,569,997	2,200,831	
7430.None - Contract Maintenance, None	924,507	924,507	917,791	
7900.None - Operating Equip, None	1,200,000	1,200,000	1,244,484	
6105.04 - Operating Supply_Copy Mach, None	83,000	83,000	83,000	
6105.05 - Operating Supply_Copy Mach Chgs, None	51,000	51,000	51,000	
6510.09 - Telephone_Air Cards/Mobile Device, None	-	-	13,440	
7620.03 - Data Process Chgs_Direct, None	79,180	79,180	79,180	



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Recommended Budget by Fund			
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
7630.01 - Medical Programs_Health Programs, None	-	-	21,290
7630.02 - Medical Programs_HSA Match, None	-	-	1,500
7630.03 - Medical Programs_Wellness Awards, None	-	-	5,088
7640.None - Liability Insurance, None	668	668	1,004
7680.None - Interfund Fuel, None	169	169	254
7685.01 - Fleet Accrual_Replacement, None	1,766	1,766	2,039
7685.02 - Fleet Accrual_Maintenance, None	437	437	864
7690.01 - Facility Accrual_Maintenance, None	31,809	31,809	49,963
7695.None - Interfund Utilities, None	10,479	10,479	10,479
Non Personnel Operating Total	\$ 4,554,320	\$ 4,555,945	\$ 5,363,872
Capital Outlay			
8100.None - Capital Equip, None	\$ 405,000	\$ 405,000	\$ 729,000
Capital Outlay Total	\$ 405,000	\$ 405,000	\$ 729,000
Total Expenditures	\$ 7,096,740	\$ 7,098,365	\$ 8,870,271

402 Fleet and Equipment Fund

Revenue

Intergovernmental

4200.None - Grant/Reimb Rev, None \$ 66,200 \$ 76,500 \$ -

Intergovernmental Total \$ **66,200** \$ **76,500** \$ -

Charges for Service

4396.02 - Fuel Chgs_Outside Agencies, None \$ 305,000 \$ 305,000 \$ 310,955

4398.None - Maintenance Chgs, None 436,000 436,000 435,000

4700.None - Misc Revenue, None 500 500 1,000

Charges for Service Total \$ **741,500** \$ **741,500** \$ **746,955**

Interfund Revenue

4393.02 - Insurance_Veh Damage/Repair, None \$ - \$ - \$ 55,000

4395.01 - Fleet Accrual Chgs_Replacement, None 2,400,005 2,400,005 3,000,000

4395.02 - Fleet Accrual Chgs_Maintenance, None 1,795,000 1,804,200 1,742,793

4396.01 - Fuel Chgs_City, None 589,729 592,129 592,945

Interfund Revenue Total \$ **4,784,734** \$ **4,796,334** \$ **5,390,738**

Interest

4610.None - Interest Income, None \$ 7,500 \$ 7,500 \$ 18,213

Interest Total \$ **7,500** \$ **7,500** \$ **18,213**

Capital Proceeds

4665.None - Sale of Equipment, None \$ 200,000 \$ 200,000 \$ 150,000

Capital Proceeds Total \$ **200,000** \$ **200,000** \$ **150,000**

Other

4760.None - Insurance Reimbursement, None \$ - \$ - \$ 2,000

Other Total \$ - \$ - \$ **2,000**

Total Revenue \$ **5,799,934** \$ **5,821,834** \$ **6,307,906**

Expenditures

Labor and Benefits

5000.None - Full Time Salaries, None \$ 781,155 \$ 787,155 \$ 761,577

5010.None - Cellular Telephone, None 992 992 992

5099.None - Pay Plan Contingency, None 7,536 - -

5390.None - Overtime, None 18,192 18,192 18,636

5420.None - Gen Retire Plan, None 46,727 46,727 46,130

5450.None - Retirement Payout, None - - 7,147

5510.None - Social Security Cont, None 49,568 49,940 48,821

5515.None - Medicare Cont, None 11,600 11,687 11,423



2018 Adopted, 2018 Amended, 2019 Recommended
As of 12/5/2018

Recommended Budget by Fund			
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
5610.None - Worker's Compensation, None	15,344	15,344	16,315
5620.None - Dental Insurance, None	8,343	8,343	8,372
5625.None - Health Insurance, None	170,531	170,531	174,709
5630.None - Life Insurance, None	1,221	1,221	1,201
5635.None - Long Term Disability, None	2,989	2,989	2,963
Labor and Benefits Total	\$ 1,114,198	\$ 1,113,121	\$ 1,098,286
Non Personnel Operating			
6020.01 - Fuel_Gasoline, Unleaded, None	\$ 296,644	\$ 296,644	\$ 299,783
6020.02 - Fuel_Diesel, None	268,644	268,644	290,773
6020.05 - Fuel_CNG, None	366,981	366,981	430,554
6105.11 - Operating Supply_Office, None	800	800	800
6105.13 - Operating Supply_Small Tools, None	7,000	7,000	7,000
6105.None - Operating Supply, None	11,000	11,000	11,000
6125.None - Uniforms/Clothing, None	300	300	300
6160.03 - Equip Parts/Supply_Oil & Grease, None	57,000	57,000	54,500
6160.04 - Equip Parts/Supply_Parts, None	574,000	574,000	610,000
6160.05 - Equip Parts/Supply_Tires, None	190,000	190,000	213,000
6210.01 - Repairs/Maint_Buildings, None	20,000	20,000	15,000
6210.04 - Repairs/Maint_Equipment, None	67,800	67,800	50,000
6210.None - Repairs/Maint, None	245,000	245,000	160,000
6400.None - Advertising, None	800	800	800
6510.08 - Telephone_Other, None	675	675	675
6825.02 - Allowance/Reimb_Tool, None	7,200	7,200	9,600
6830.01 - Professional Develop_Training, None	10,000	10,000	10,000
6835.None - Dues, None	500	500	500
7410.15 - Contract Svcs_Laundry, None	4,000	4,000	4,160
7430.None - Contract Maintenance, None	-	-	16,200
7530.None - Licenses/Permits, None	500	500	500
6510.None - Telephone, None	2,795	2,795	3,686
6550.09 - Utilities_Energy Service Contract, None	11,629	11,629	11,943
7620.01 - Data Process Chgs_Basic, None	36,459	36,459	35,154
7620.02 - Data Process Chgs_Equip Replace, None	3,260	3,260	2,660
7620.03 - Data Process Chgs_Direct, None	17,421	17,421	15,313
7630.01 - Medical Programs_Health Programs, None	-	-	12,774
7630.02 - Medical Programs_HSA Match, None	-	-	1,500
7630.03 - Medical Programs_Wellness Awards, None	-	-	3,053
7640.None - Liability Insurance, None	32,960	32,960	49,571
7656.01 - Interfund Insur_Veh Damage/Rep, None	-	-	55,000
7680.None - Interfund Fuel, None	1,533	1,533	2,547
7685.01 - Fleet Accrual_Replacement, None	5,967	5,967	6,893
7685.02 - Fleet Accrual_Maintenance, None	5,806	5,806	6,365
7690.01 - Facility Accrual_Maintenance, None	37,311	37,311	34,162
7695.None - Interfund Utilities, None	35,359	35,359	35,359
Non Personnel Operating Total	\$ 2,319,344	\$ 2,319,344	\$ 2,461,125
Capital Outlay			
8100.04 - Capital Equip_Vehicles/Machinery, None	\$ 3,747,005	\$ 4,787,672	\$ 3,000,000
8100.05 - Capital Equip_Vehicles/Machinery_New Acquisition, None	-	-	384,000
8100.None - Capital Equip, None	15,000	15,000	-
Capital Outlay Total	\$ 3,762,005	\$ 4,802,672	\$ 3,384,000
Total Expenditures	\$ 7,195,547	\$ 8,235,137	\$ 6,943,411
Transfers In			



2018 Adopted, 2018 Amended, 2019 Recommended
As of 12/5/2018

Recommended Budget by Fund			
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
4810.None - Transfer in General Fund, None	\$ -	\$ 134,550	\$ -
4821.None - Transfer in Sales Tax CIP, None	352,000	352,000	384,000
Transfers In Total	\$ 352,000	\$ 486,550	\$ 384,000

404 Self Insurance Fund

Revenue

Charges for Service

4700.None - Misc Revenue, None	\$ 18,325	\$ 18,325	\$ 25,500
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Charges for Service Total

	\$ 18,325	\$ 18,325	\$ 25,500
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Interfund Revenue

4393.01 - Insurance_Premiums, None	\$ 2,431,972	\$ 2,431,972	\$ 2,673,145
4393.03 - Medical Programs_Health Programs, None	-	-	606,786
4393.04 - Medical Programs_HSA Match, None	-	-	156,750
4393.05 - Medical Programs_Wellness Awards, None	-	-	145,000

Interfund Revenue Total

	\$ 2,431,972	\$ 2,431,972	\$ 3,581,681
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Interest

4610.None - Interest Income, None	\$ 90,306	\$ 90,306	\$ 109,617
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Interest Total

	\$ 90,306	\$ 90,306	\$ 109,617
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Other

4755.01 - Contributions_Employee, None	\$ 271,436	\$ 271,436	\$ 271,436
4755.02 - Contributions_Retiree Dependents, None	91,029	91,029	91,029
4755.03 - Contributions_Buy-In, None	25,500	25,500	25,500
4755.07 - Contributions_Retiree Premiums, None	35,101	35,101	35,101

Other Total

	\$ 423,066	\$ 423,066	\$ 423,066
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Total Revenue	\$ 2,963,669	\$ 2,963,669	\$ 4,139,864
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Expenditures

Labor and Benefits

5000.None - Full Time Salaries, None	\$ 228,555	\$ 228,555	\$ 130,456
5010.None - Cellular Telephone, None	241	241	45
5099.None - Pay Plan Contingency, None	538	-	-
5410.01 - Awards_Safety, None	8,300	8,300	17,500
5410.13 - Awards_Wellness, None	145,000	145,000	145,000
5420.None - Gen Retire Plan, None	13,999	13,999	8,195
5510.None - Social Security Cont, None	14,201	14,201	8,118
5515.None - Medicare Cont, None	3,324	3,324	1,902
5610.None - Worker's Compensation, None	1,059	1,059	1,126
5615.None - Unemployment, None	93,000	140,000	-
5620.None - Dental Insurance, None	2,232	2,232	2,120
5625.15 - Health Insurance_HSA Match, None	117,000	117,000	122,250
5625.16 - Health Insurance_Retirees, None	483,796	483,796	483,796
5625.17 - Health Insurance_Retiree Dependants, None	95,023	95,023	95,023
5625.None - Health Insurance, None	45,250	45,250	40,242
5630.None - Life Insurance, None	376	376	212
5635.None - Long Term Disability, None	924	924	496
5820.02 - Allowances_Automobile, None	420	420	420

Labor and Benefits Total

	\$ 1,253,238	\$ 1,299,700	\$ 1,056,901
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Non Personnel Operating

6105.12 - Operating Supply_Safety, None	\$ 1,500	\$ 1,500	\$ 1,500
6105.None - Operating Supply, None	600	600	650
6310.None - Printing/Publications, None	200	200	200
6710.02 - Claims_3rd Party Admin, None	75,714	69,800	63,800



2018 Adopted, 2018 Amended, 2019 Recommended
As of 12/5/2018

Recommended Budget by Fund			
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
6710.None - Claims, None	615,000	1,115,000	1,065,000
6720.01 - Insurance Premiums_Boiler, None	12,000	12,000	14,800
6720.02 - Insurance Premiums_Excess, None	132,000	473,280	2,000
6720.None - Insurance Premiums, None	928,620	987,407	1,076,928
6770.None - CIRSA Deductibles, None	877,380	795,000	562,500
6825.01 - Allowance/Reimb_Mileage, None	-	-	200
6830.01 - Professional Develop_Training, None	3,100	3,100	5,500
6835.None - Dues, None	435	435	435
7310.01 - Charges/Fees_Bond Insurance, None	5,200	-	-
7310.03 - Charges/Fees_Filing, None	6,500	-	-
7410.07 - Contract Svcs_Consultant, None	42,500	44,625	46,750
7505.06 - Personnel Prog_Loss Control, None	5,000	5,000	5,000
7505.12 - Personnel Prog_Telehealth, None	53,532	53,532	54,210
7505.13 - Personnel Prog_Wellness, None	60,000	60,000	6,000
7505.16 - Personnel Prog_Health Clinic, None	-	-	555,456
6510.None - Telephone, None	508	508	670
7620.01 - Data Process Chgs_Basic, None	15,464	15,464	15,066
7620.02 - Data Process Chgs_Equip Replace, None	1,400	1,400	1,300
7620.03 - Data Process Chgs_Direct, None	3,395	3,395	2,456
Non Personnel Operating Total	\$ 2,840,048	\$ 3,642,246	\$ 3,480,421
Total Expenditures	\$ 4,093,286	\$ 4,941,946	\$ 4,537,322
Contingency and Reserves			
8920.None - Contingency, None	\$ 200,000	\$ 200,000	\$ -
8930.None - Unallocated appropriation, None	\$ -	\$ 2,679,634	\$ 2,897,208
Contingency and Reserves Total	\$ 200,000	\$ 2,879,634	\$ 2,897,208

405 Comm Center Fund			
Revenue			
Charges for Service			
4321.None - County Wide System Charges, None	\$ 1,835,362	\$ 1,840,531	\$ 1,927,721
4330.None - Prof Svcs Rev, None	23,000	33,000	20,000
Charges for Service Total	\$ 1,858,362	\$ 1,873,531	\$ 1,947,721
Interfund Revenue			
4390.14 - Interfund Chgs_Police, None	\$ 2,214,258	\$ 2,214,258	\$ 2,358,738
4390.15 - Interfund Chgs_Fire, None	429,057	429,057	460,324
Interfund Revenue Total	\$ 2,643,315	\$ 2,643,315	\$ 2,819,062
Other			
4650.None - Lease Revenue, None	\$ 3,942	\$ 3,942	\$ 2,799
Other Total	\$ 3,942	\$ 3,942	\$ 2,799
Interest			
4610.None - Interest Income, None	\$ -	\$ -	\$ 5,491
Interest Total	\$ -	\$ -	\$ 5,491
Total Revenue	\$ 4,505,619	\$ 4,520,788	\$ 4,775,073

Expenditures			
Labor and Benefits			
5000.None - Full Time Salaries, None	\$ 3,103,164	\$ 3,162,101	\$ 2,866,007
5010.None - Cellular Telephone, None	451	451	-
5099.None - Pay Plan Contingency, None	1,077	-	-
5290.None - Seasonal Part-Time, None	12,583	12,583	36,801
5390.07 - Overtime_Holiday Pay, None	-	-	53,082
5390.None - Overtime, None	363,228	363,228	368,510



2018 Adopted, 2018 Amended, 2019 Recommended
As of 12/5/2018

Recommended Budget by Fund			
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
5420.None - Gen Retire Plan, None	185,985	189,492	171,753
5510.None - Social Security Cont, None	200,322	203,977	185,671
5515.None - Medicare Cont, None	50,456	51,309	48,684
5610.None - Worker's Compensation, None	18,195	18,195	18,858
5620.None - Dental Insurance, None	32,393	32,876	34,953
5625.None - Health Insurance, None	611,631	636,417	699,575
5630.None - Life Insurance, None	4,181	4,271	4,506
5635.None - Long Term Disability, None	10,608	10,725	11,273
8900.None - Labor Vacancy Savings, None	-	-	-
Labor and Benefits Total	\$ 4,594,274	\$ 4,685,625	\$ 4,499,673
Non Personnel Operating			
6105.11 - Operating Supply_Office, None	\$ 4,500	\$ 4,500	\$ 3,045
6105.None - Operating Supply, None	30,500	30,500	32,480
6125.None - Uniforms/Clothing, None	2,500	2,500	2,538
6210.04 - Repairs/Maint_Equipment, None	15,000	15,000	15,000
6210.None - Repairs/Maint, None	19,000	19,000	19,015
6310.None - Printing/Publications, None	500	500	508
6510.01 - Telephone_CBI, None	1,000	1,000	1,015
6510.03 - Telephone_Long Distance, None	8,500	8,500	-
6510.07 - Telephone_E911 Lines, None	86,000	86,000	81,918
6510.08 - Telephone_Other, None	8,500	8,500	14,000
6640.03 - Rent_Property/Space, None	20,888	20,888	21,201
6830.01 - Professional Develop_Training, None	66,000	66,000	66,855
6830.02 - Professional Develop_Travel, None	15,000	15,000	15,225
6835.None - Dues, None	3,500	3,500	3,553
7410.13 - Contract Svcs_Financial Audit, None	2,284	2,284	2,129
7410.None - Contract Svcs, None	60,000	60,000	60,900
7430.None - Contract Maintenance, None	16,500	16,500	16,748
7505.None - Personnel Prog, None	3,000	3,000	3,045
7585.None - Comm Participat, None	1,000	1,000	1,015
7900.01 - Operating Equip_Communications, None	91,000	91,000	92,365
7900.None - Operating Equip, None	5,000	5,000	5,075
7910.None - Furniture/Fixtures, None	3,500	3,500	3,553
6510.09 - Telephone_Air Cards/Mobile Device, None	7,644	7,644	8,544
6510.None - Telephone, None	6,099	6,099	6,032
7620.01 - Data Process Chgs_Basic, None	299,346	299,346	296,297
7620.02 - Data Process Chgs_Equip Replace, None	59,000	59,000	59,350
7620.03 - Data Process Chgs_Direct, None	543,048	543,048	925,487
7630.01 - Medical Programs_Health Programs, None	-	-	38,323
7630.02 - Medical Programs_HSA Match, None	-	-	5,250
7630.03 - Medical Programs_Wellness Awards, None	-	-	9,158
7640.None - Liability Insurance, None	4,204	4,204	6,323
7650.01 - Interfund Chgs_General Govt, None	318,698	318,698	332,503
7680.None - Interfund Fuel, None	1,995	1,995	3,901
7685.01 - Fleet Accrual_Replacement, None	30,375	30,375	35,087
7685.02 - Fleet Accrual_Maintenance, None	8,225	8,225	8,973
7695.None - Interfund Utilities, None	57,418	57,418	57,418
Non Personnel Operating Total	\$ 1,799,724	\$ 1,799,724	\$ 2,253,829
Capital Outlay			
8100.01 - Capital Equip_Communication Sys, None	\$ 1,360,349	\$ 1,405,849	\$ 634,000
Capital Outlay Total	\$ 1,360,349	\$ 1,405,849	\$ 634,000



2018 Adopted, 2018 Amended, 2019 Recommended
As of 12/5/2018

Recommended Budget by Fund				
Classification-Account-Description		2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
Total Expenditures	\$	7,754,347	\$ 7,891,198	\$ 7,387,502
Transfers In				
4811.None - Transfer in E911 Fund, None	\$	3,172,611	\$ 2,996,357	\$ 2,374,468
Transfers In Total	\$	3,172,611	\$ 2,996,357	\$ 2,374,468

406 Facilities Management Fund

Revenue

Interfund Revenue				
4389.01 - Facility Chgs_ Maintenance, None	\$	916,282	\$ 916,282	\$ 905,687
4389.03 - Facility Chgs_ Utilities, None		1,663,620	1,663,620	1,663,620
Interfund Revenue Total	\$	2,579,902	\$ 2,579,902	\$ 2,569,307
Interest				
4650.None - Lease Revenue, None	\$	-	\$ -	\$ 1,599
Interest Total	\$	-	\$ -	\$ 1,599
Other				
4650.None - Lease Revenue, None	\$	20,460	\$ 20,460	\$ 20,460
Other Total	\$	20,460	\$ 20,460	\$ 20,460
Total Revenue	\$	2,600,362	\$ 2,600,362	\$ 2,591,366

Expenditures

Labor and Benefits				
5000.None - Full Time Salaries, None	\$	360,383	\$ 360,383	\$ 366,197
5010.None - Cellular Telephone, None		541	541	541
5390.None - Overtime, None		3,657	3,657	3,650
5420.None - Gen Retire Plan, None		21,628	21,628	21,980
5510.None - Social Security Cont, None		22,576	22,576	22,932
5515.None - Medicare Cont, None		5,284	5,284	5,365
5610.None - Worker's Compensation, None		5,461	5,461	5,807
5620.None - Dental Insurance, None		4,434	4,434	3,707
5625.None - Health Insurance, None		93,529	93,529	82,223
5630.None - Life Insurance, None		590	590	532
5635.None - Long Term Disability, None		1,379	1,379	1,291
Labor and Benefits Total	\$	519,462	\$ 519,462	\$ 514,225
Non Personnel Operating				
6105.03 - Operating Supply_Comput/Printer, None	\$	1,900	\$ 1,900	\$ 1,900
6105.08 - Operating Supply_Janitorial, None		20,500	20,500	20,500
6105.11 - Operating Supply_Office, None		500	500	1,000
6105.12 - Operating Supply_Safety, None		200	200	200
6105.13 - Operating Supply_Small Tools, None		300	300	6,700
6105.None - Operating Supply, None		500	500	6,500
6125.None - Uniforms/Clothing, None		450	450	1,950
6210.01 - Repairs/Maint_Buildings, None		19,000	19,000	19,000
6210.04 - Repairs/Maint_Equipment, None		-	-	6,000
6270.03 - Damage Repair_Vehicles, None		-	-	7,500
6550.01 - Utilities_Electricity, None		1,427,482	1,427,482	1,427,482
6550.04 - Utilities_Gas, None		254,394	254,394	254,394
6550.05 - Utilities_Sewer, None		6,765	6,765	6,765
6550.06 - Utilities_Solid Waste, None		13,604	13,604	13,604
6550.07 - Utilities_Water, None		8,345	8,345	8,345
6550.12 - Utilities_Drainage, None		1,045	1,045	1,045
6640.02 - Rent_Land/Lease, None		-	-	10,500
6830.01 - Professional Develop_Training, None		1,000	1,000	4,000



2018 Adopted, 2018 Amended, 2019 Recommended
As of 12/5/2018

Recommended Budget by Fund			
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
7410.22 - Contract Svcs_Recycling, None	1,000	1,000	1,000
7410.None - Contract Svcs, None	82,000	82,000	100,000
7430.12 - Contract Maintenance_Janitorial, None	17,000	17,000	17,000
7430.None - Contract Maintenance, None	105,500	105,500	110,000
7900.None - Operating Equip, None	1,000	1,000	1,000
6510.09 - Telephone_Air Cards/Mobile Device, None	6,528	6,528	660
6510.None - Telephone, None	3,958	3,958	3,016
6550.09 - Utilities_Energy Service Contract, None	14,515	14,515	14,906
7620.01 - Data Process Chgs_Basic, None	584	584	10,044
7620.02 - Data Process Chgs_Equip Replace, None	3,050	3,050	2,500
7620.03 - Data Process Chgs_Direct, None	35,025	35,025	45,187
7630.01 - Medical Programs_Health Programs, None	-	-	7,452
7630.03 - Medical Programs_Wellness Awards, None	-	-	1,781
7640.None - Liability Insurance, None	43,109	43,109	64,836
7680.None - Interfund Fuel, None	2,530	2,530	2,550
7685.01 - Fleet Accrual_Replacement, None	5,031	5,031	5,811
7685.02 - Fleet Accrual_Maintenance, None	5,367	5,367	8,781
7690.01 - Facility Accrual_Maintenance, None	13,265	13,265	14,296
7695.None - Interfund Utilities, None	5,720	5,720	5,720
Non Personnel Operating Total	\$ 2,101,167	\$ 2,101,167	\$ 2,213,925
Capital Outlay			
8215.None - Facility Improvements, None	\$ 194,420	\$ 18,628	\$ -
8515.None - Art/Sculptures, None	-	30,000	-
Capital Outlay Total	\$ 194,420	\$ 48,628	\$ -
Total Expenditures	\$ 2,815,049	\$ 2,669,257	\$ 2,728,150
Transfers In			
4821.None - Transfer in Sales Tax CIP, None	\$ -	\$ -	\$ 200,000
Transfers In Total	\$ -	\$ -	\$ 200,000
Contingency and Reserves			
8930.None - Unallocated appropriation, None	\$ -	\$ -	\$ 139,982
Contingency and Reserves Total	\$ -	\$ -	\$ 139,982



Grand Junction City Council

Regular Session

Item #6.a.ii.

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

Information

SUBJECT:

An Ordinance Describing the Functions of the Municipal Court

RECOMMENDATION:

Staff recommends adoption of the ordinance.

EXECUTIVE SUMMARY:

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

BACKGROUND OR DETAILED INFORMATION:

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

As part of both the MacArthur Foundation grant process and the previous

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

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

FISCAL IMPACT:

None directly attributable to the ordinance/its adoption.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 4818, an ordinance to repeal Chapter 2.28 of the City of Grand Junction Municipal Code and to reenact Chapter 2.28 describing the functions of the Municipal Court on final passage and order final publication in pamphlet form.

Attachments

1. Ordinance
2. City Council Municipal Court Functions - 2018 - December 5 - Presentation

ORDINANCE NO. ____

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

RECITALS:

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

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

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

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

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

Chapter 2.28 MUNICIPAL COURT

2.28.010. Created.

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

2.28.020. Jurisdiction.

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

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

(c) The territorial jurisdiction of the Municipal Court shall be coextensive with the corporate limits of the City, and, in addition thereto, the court shall have the original jurisdiction of all cases arising under the provisions of this code and the Charter which arise on any city-owned property outside of the City limits or arise on non-city-owned property outside the corporate limits of the City, over which the City has authority to control and regulate by virtue of any law, rule, regulation, contract, deed, easement agreement, right-of-way or other publicly-acquired interest, including but not limited to the authority granted by C.R.S. 31-15-707, as amended.

2.28.030. Court of record.

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

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

2.28.040. Judges – vacancy - nomination committee.

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

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

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

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

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

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

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

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

2.28.050. Appointment and removal of Municipal Court judges

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

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

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

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

(e) Judicial performance commission.

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

(2) The judicial performance commission shall be composed of no less than three voting members up to seven voting members who shall be appointed by a majority of all members of the City Council. The judicial performance commission shall consist of at least one resident(s) of the City who is(are) not licensed attorneys, and at least two of the members shall be licensed attorneys engaged in the practice of law who are residents of the City or maintain or regularly practice law within the City. With respect to the members who are licensed attorneys, an effort shall be made to appoint one attorney whose employment relates to criminal prosecution, and one attorney whose employment relates to the defense of criminal cases. Each member of the commission shall be appointed for individual terms of four (4) years,

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

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

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

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

evaluation of the judge, and such written response by the judge shall become a permanent attachment to the commission's evaluation of the judge.

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

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

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

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

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

(a) A municipal judge shall have full power and authority to make and adopt local rules of procedure, in writing, for the Municipal Court, provided the rules are not inconsistent with those rules promulgated by the Colorado Supreme Court for Municipal Courts and any City ordinances. A municipal judge and any substitute judge shall have judicial powers over those causes arising under the Charter or any of the ordinances, laws, rules or regulations that come before the Municipal Court for deciding the outcome of the causes and the ascertainment and application of the remedy for each cause. In addition, the judge(s) shall have control and authority relating to the operation of the courtroom and administration of the causes, subject to any rules of procedure governing the operation and conduct of Municipal Courts promulgated by the Colorado Supreme Court and City ordinances.

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

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

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

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

2.28.080. Issuance of warrants and municipal holds.

(a) The municipal judge and any substitute judge shall be and are authorized to issue warrants for the inspection, search and nuisance abatement of premises or property by

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

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

2.28.090. Court Administrator and other staff.

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

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

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

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

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

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

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

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

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

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

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

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

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

2.28.100. Violations bureau.

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

(b) The Court Administrator shall establish the procedures by which a person may answer a charge of violation of a City ordinance by paying a penalty assessment, pleading guilty in writing, and waiving a hearing.

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

and complaint, or on the date and time such person is scheduled to appear, or for failure to comply with a court order.

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

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

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

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

2.28.110. Initiation of prosecutions - summons and complaint.

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

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

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

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

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

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

2.28.130. Court-appointed counsel.

(a) Any person charged before the Municipal Court who is indigent and unable to obtain legal counsel and who could be incarcerated if convicted of one or more of the violations with which charged may petition, in writing, to the court for court-appointed counsel. The City Attorney may, at any time during the prosecution, state in writing whether or not he or she will seek incarceration as part of the penalty upon conviction of an offense for which the defendant has been charged. If the City Attorney does not seek incarceration as part of such penalty, legal representation and supporting services need

not thereafter be provided for the defendant at City expense, and no such defendant shall be incarcerated if found guilty of the charge(s).

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

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

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

2.28.140. Prosecuting attorney.

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

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

(c) Pretrial diversion:

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

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

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

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

(4) Diversion agreements:

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

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

(iii) The diversion agreement may include a statement of the facts the charge is based upon as agreed to by the defendant, the defendant's attorney if represented, and the defendant's parent or legal guardian if the defendant is a juvenile. The statement is admissible as impeachment evidence against the defendant in the criminal proceedings if the defendant fails to fulfill the terms of the diversion agreement and criminal proceedings are resumed.

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

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

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

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

(d) Plea discussions and plea agreements:

(1) Where it appears that the effective administration of criminal justice will be served, the prosecuting attorney may engage in plea discussions for the purpose of reaching a plea agreement. The prosecuting attorney should engage in plea discussions or reach plea agreements with the defendant only through or in the presence of defense counsel, except where the defendant has refused or is not otherwise eligible for appointment of counsel and has not retained counsel, and in the presence of a parent or legal guardian if the defendant is a juvenile.

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

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

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

2.28.150. Sentencing.

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

(b) The court is empowered to assess costs, as set forth in section 2.28.160 against any defendant who pleads guilty or nolo contendere or who enters into a plea agreement or who, after trial, is found guilty of an ordinance violation.

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

(d) Notwithstanding any other provision of law, a child, as defined in section 19-1-103 (18), C.R.S. and as amended, arrested for an alleged violation of this code, convicted of violating this code or probation conditions imposed by the court, or found in contempt of court in connection with a violation or alleged violation of this code shall not be confined in a jail, lockup, or other place used for the confinement of adult offenders but may be held in a juvenile detention facility operated by or under contract with the department of human services or a temporary holding facility operated by or under contract with the City that shall receive and provide care for such child. The court may impose penalties for violation of probation conditions imposed by such court or for contempt of court in connection with a violation or alleged violation of the code may confine a child pursuant to section 19-2-508, C.R.S., for up to 48 hours in a juvenile detention facility operated by or under contract with the department of human services.

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

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

(g) Deferred sentencing:

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

(2) Prior to entry of a plea of guilty or nolo contendere to be followed by deferred judgment and sentence, the City Attorney, in the course of plea discussions is authorized to enter into a written stipulation, to be signed by the defendant, the defendant's attorney of record, the defendant's parent and/or legal guardian if the defendant is a juvenile and the City Attorney, under which the defendant is obligated to adhere to such stipulation.

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

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

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

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

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

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

2.28.160. Costs assessed and surcharges.

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

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

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

(1) Who is convicted of an offense.

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

(3) Who is held in contempt of court.

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

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

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

(f) Where any person, association, or corporation is convicted of an offense, the court shall give judgment in favor of the City of Grand Junction and against the defendant and if the defendant is a juvenile against the juvenile's parent(s) or legal guardian for the

amount of the costs of prosecution, the amount of the cost of care, and any fine imposed. Such judgments shall be enforceable in the same manner as are civil judgments.

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

- (1) Any docket fee, surcharge or assessment established by standing order of the Court.
- (2) All jury fees, including juror fees, if applicable.
- (3) Any costs incurred of a law enforcement agency.
- (4) Any fees of the court reporter for all or any part of a transcript necessarily obtained for use in the case.
- (5) The actual costs paid to any expert witness for the City.
- (6) The witness fees and mileage paid:
 - (i) For any person required to travel more than fifty miles from the person's place of residence to the place specified in the subpoena:
 - (ii) Actual lodging expenses incurred; and
 - (iii) Actual rental car, taxi, or other transportation costs incurred;
- (7) If a person under eighteen years of age is required to appear, the amount that a parent or guardian of the person paid for transportation and lodging expenses incurred while accompanying the person.
- (8) Any fees for exemplification and copies of papers necessarily obtained for use in the case.
- (9) Any fees for interpreters required during court appearances, depositions, status conferences, during hearings/trials and/or related proceedings.
- (10) On proper motion of the prosecuting attorney and at the discretion of the court, any other reasonable and necessary costs incurred by the prosecuting attorney or the Grand Junction Police Department that are directly the result of the successful prosecution of the defendant including the costs resulting from the collection and analysis of any chemical test.
- (11) Any costs incurred by a law enforcement agency in photocopying reports, developing film, and purchasing videotape as necessary for use in the case.

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

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

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

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

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

2.28.170 Jury trials.

(a) In all trials before the Municipal Court in cases arising under this code, trial shall be to the court, unless the defendant is entitled to a jury trial under the Constitution of the State or of the United States, general laws of the State, or the Charter or this code or ordinances of the City, in which case the defendant shall have a jury if, within 21 days after entry of a plea, the defendant files with the court a written jury demand and tenders to the court a jury fee in an amount set forth by resolution of the City Council, unless the fee is waived by the court because of the indigency of the defendant. A defendant who fails to file with the court the written jury demand, as provided in this section, waives the right to a jury trial. When a jury trial is granted, the jury shall consist of three jurors unless a greater number, not to exceed six, is requested by the defendant in the jury demand.

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

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

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

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

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

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

2.28.180. Complicity - Legal accountability as principal.

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

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

2.28.190. Attempt.

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

(b) A person who engages in conduct intending to aid another to commit an offense commits criminal attempt if the conduct would establish complicity under section

2.28.180 were the offense committed by the other person, even if the other is not guilty of committing or attempting the offense.

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

- (1) A belief that a circumstance exists which increases the probability of detection or apprehension of the defendant or another or which makes more difficult the consummation of the crime; or
- (2) A decision to postpone the crime until another time or to substitute another victim or another but similar objective.

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

Introduced on first reading the 7th day of November 2018 and ordered published in pamphlet form.

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

ATTEST:

President of the Council

City Clerk

Ordinance #4818

Describing the Operations and Functions of the Municipal Court

Overview of Proposed Ordinance

- The ordinance defines the structure and operation of the Court, including a process for the appointment and evaluation of the Municipal Judges.
- Defines and describes the reporting relationships of Court staff.
- With adoption of the proposed ordinance, diversion will become an alternative disposition commended to the discretion of the prosecuting attorneys.
- The ordinance provides a clear and well defined relationship between the executive and judicial branches of the City so that the future and long term operation of the Court can be determined by the City Council under the authority of the Charter/Constitution and the Ordinance.

Legal Authority for Proposed Ordinance

Article XX of the Colorado Constitution establishes the right of Home Rule:

Article XX, Section 6 (in relevant part) provides that:

The people of each city and town of this state, having a population of two thousand ... shall always have, power to make, amend, add to or replace the Charter of said city or town, which shall be its organic law and extend to all of its local and municipal matters[.]... such city and town, and the citizens thereof, shall have the powers ... to legislate, upon, provide, regulate, conduct and control ... the creation of municipal courts; the definition and regulation of the jurisdiction, powers and duties thereof, and the appointment of the officers thereof ...

Legal Authority for Proposed Ordinance

Consistent with the Constitution, the City Charter in Article VIII, Paragraph 70 (in relevant part) provides:

The judge of the municipal court of the city shall have all jurisdiction, powers, duties and limitations as provided for a municipal court by state law or by ordinance except as otherwise provided by this Charter

...

- There is no other provision in the Charter regarding the court.
- The court is presently operated according to State law (C.R.S 13-10-101 *et. seq.*); with adoption of the Ordinance local law will control.

Legal Authority for Proposed Ordinance

C.R.S. 13-10-103 (in relevant part) provides that:

except for the provisions relating to the method of salary payment for municipal judges, the incarceration of children, the appearance of the parent, guardian or lawful custodian of any child under 18 years of age who is charged with a municipal offense, the right to a trial by jury for petty offenses, the rules of procedure promulgated by the supreme court and appellate procedure, the article (State law) may be superseded by charter or ordinance enacted by a home rule city.



Grand Junction City Council

Regular Session

Item #6.b.i.

Meeting Date: December 5, 2018

Presented By: Kathy Portner, Community Services Manager

Department: Community Development

Submitted By: Kathy Portner

Information

SUBJECT:

A Resolution Accepting a Petition for the Annexation and Ordinances Annexing and Zoning the Frog Pond Annexation Planned Development (PD) with R-5 (Residential, 5 du/ac) and CSR (Community Services and Recreation, Located at 2501 Monument Road

RECOMMENDATION:

The Planning Commission recommended approval of the requested zoning at its November 13, 2018 meeting.

EXECUTIVE SUMMARY:

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

The Applicant is requesting a zone of annexation to Planned Development (PD) with R-5 (Residential, 5 du/ac) and CSR (Community Services and Recreation) default zone districts, as well as the approval of an Outline Development Plan (ODP) for the Frog Pond development. The approximately 3.5 acre parcel is bisected by Monument Road, with 2.5 acres on the east side and 1 acre on the west side. The proposed plan includes mixed use development of the east parcel, including residential and limited commercial, and preservation of the west parcel as open space along No Thoroughfare

Wash. The Outline Development Plan establishes specific performance standards that the development will be required to meet and conform with, as authorized by Section 21.02.150 (b) of the Zoning and Development Code.

BACKGROUND OR DETAILED INFORMATION:

Annexation: The Frog Pond annexation consists of one 4.49 acre parcel of land located at 2501 Monument Road, bisected by Monument Road. The property currently has two duplex buildings with a total of 4 residential dwelling units. The Applicant plans to continue to rent the two duplex units, but is requesting annexation at this time in anticipation of further development of the property. The property is bisected by Monument Road, with approximately 1 acre on the west side of Monument Road that is part of the No Thoroughfare drainage and is proposed as open space, and approximately 2.5 acres on the east side of Monument Road proposed for development. The annexation includes 1.177 acres of the adjacent Monument Road Right-of-Way.

The property is adjacent to existing City limits, within the Persigo 201 boundary and is Annexable Development as defined in the Persigo Agreement. Pursuant to the 1998 Persigo Agreement all proposed development within the Persigo Wastewater Treatment Facility boundary (commonly known as the 201 boundary) requires annexation to the City. The Applicant has petitioned for annexation of the property, which includes all of the Monument Road right-of-way adjacent to and bisecting the property (1.177 acres).

Zone of Annexation:

The Applicant, Frog Pond LLC, has requested annexation of land located at 2501 Monument Road in anticipation of future development of the property. The property is bisected by Monument Road with approximately 2.5 acres on the east side that includes two duplex buildings with a total of four residential dwelling units and 1 acre on the west side that is part of the No Thoroughfare Wash drainage. The Applicant is requesting a zone of annexation to Planned Development (PD) with R-5 (Residential, 5 du/ac) and CSR (Community Services and Recreation) default zone districts, as well as the approval of an Outline Development Plan (ODP) for 14 to 21 residential units and a maximum of 14,670 s.f. (10% of the total land area) be allocated for limited commercial use, to include building footprint and parking.

The proposed plan includes mixed use development of the east parcel, including residential and limited retail, and preservation of the west parcel as open space along No Thoroughfare Wash. The Outline Development Plan establishes specific performance standards that the development will be required to meet and conform with, as authorized by Section 21.02.150 (b) of the Zoning and Development Code.

The property has a County zoning of RSF-4 (Residential Single Family, 4 du/ac). Surrounding properties are zoned R-5 (Residential, 5 du/ac), R-4 (Residential, 4 du/ac) and County RSF-4. The Future Land Use designation of the subject property is Residential Low which allows for densities of .5 to 2 units per acre; however, the Blended Map designation of Residential Low allows for densities up to 5 units per acre. Further, the properties directly adjacent to the site to the east and north have a Future Land Use designation of Residential Medium that anticipates densities of 4 to 8 units per acre and are developed single family attached and detached units at densities of 4 to 5 units per acre. The property to the south is owned by the City of Grand Junction and is a part of the Three-Sisters/Tabaguache open space and trail system.

The Zoning and Development Code (“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.

Drainage:

The property has been subject to flooding of No Thoroughfare Wash in the past, and some of the site is shown as an area of flash flooding by USGS Geohazards mapping, but is not a mapped floodplain on the FIRM maps. Maintenance done along the Wash through the West parcel has improved the capacity of the natural drainageway. Analysis of the No Thoroughfare Wash will be required with a preliminary or final plan for the property to establish base flood elevations and determine necessary mitigation. A wetlands determination and delineation will also be required for any of the area proposed for development.

Establishment of Uses:

The proposed ODP preserves the No Thoroughfare Wash drainage, located on the west side of Monument Road, as open space. The proposed uses on the remainder of the property on the east side of Monument Road include residential uses as allowed in the R-5 zoning, including Single Family attached and detached, Duplex/Two Family, Multifamily, Civic and Home Occupation, as well up to 10% of the land area for limited commercial use, including business residence, office, restaurant/coffee shop (with no drive-through), food truck, daycare, bike shop/rentals, fitness studio and tour services. Uses specifically prohibited include drive-through business, gas station, liquor store, automotive repair/service.

Density/Intensity:

The plan proposes a range of 14-21 residential units. The Applicant is requesting a default zone of R-5, which has a minimum density of 3 units per acre and maximum density of 5 units per acre. Further, section 21.03.040(f)(2)(ii) of the Zoning and

Development Code allows for the inclusion of adjacent right-of-way for purposes of calculating density on parcels smaller than five acres. Therefore, the proposal for 14-21 residential units results in a density range of 4 du/ac to 4.7 du/ac, which is within the range of the default zone requirements.

Section 21.05.040(d) of the Code specifies that mixed use developments in areas designated for residential development in the Comprehensive Plan may have up to 10 percent of the land area dedicated to nonresidential uses. The applicant is proposing that a maximum of 14,670 s.f. (10% of the total land area) be allocated for limited commercial use, to include building footprint and parking, and a maximum floor area of building to not exceed 8,000 s.f. Proposed allowed uses include office, restaurant/coffee shop (no drive thru), food truck, daycare, bike shop/bike rentals, fitness studio, tour services.

Access:

The location of the current driveway access from Monument Road to serve the existing duplex units will also serve future development. Improvements to the access and the need for a turn lane on Monument Road will be determined at the time of Preliminary/Final Plan development. Additional right-of-way along Monument Road has already been obtained to accommodate the future road section, as well as the Monument Road Trail that planned for construction by the City in 2019.

Open Space and Pedestrian Amenities:

The approximately one-acre piece of property on the west side of Monument Road contains the No Thoroughfare Wash drainage. The Applicant is proposing to dedicate that as open space, providing a natural area for the conveyance of the runoff coming through the wash from the cliffs and canyons of the Colorado National Monument.

The Applicant has conveyed additional right-of-way adjacent to the property east of Monument Road to accommodate the Monument Road Trail that will connect downtown Grand Junction to the Lunch Loops/Tabaguache trailhead along Monument Road.

Phasing:

The Applicant is proposing to develop the project in a single phase with the ODP being valid for a period of 5 years from the approval date.

Signage:

Signage for the limited commercial uses shall conform to the standards of the R-O (Residential-Office) zone district.

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.

In review of the project, City Staff found that two of the seven long-term community benefits, are being met with this proposed development application:

#4 Other recreational amenities. As stated in the Applicant's General Project Report, the property owner has worked diligently with the City on the Monument Road trail. The City has obtained additional right-of-way along the frontage of this property for the trail. In addition, the property owner worked cooperatively with the City to re-establish a drainage that was key to obtaining right-of-way on adjoining properties. The applicant could have waited to provide the ROW and easements needed for the trail concurrent with the development application, but was willing to work with the City prior to application to meet the City's deadlines to apply for grant funding. The Monument Road trail, scheduled for construction in 2019, will traverse the frontage of the east parcel, providing a connection from downtown to the Lunch Loops trailhead.

#7 Protection and/or preservation of natural resources, habitat areas and natural features; and/or Public Art. The proposal preserves the No Thoroughfare Wash drainage as a natural area. The Wash provides for drainage and flash flood waters coming off the Colorado National Monument. The area is heavily vegetated and provides habitat for a variety of species.

Default Zone and Deviations:

The Applicant is proposing to utilize the dimensional standards of the R-5 (Residential – 5 du/ac) zone district with cluster provisions. Section 21.03.060 of the Code allows for the reduction of the minimum lot size in an R-5 zone district to 3,000 sq. ft. with a minimum dedication of 20% open space, allowing for the use of the R-8 district bulk standards. Proposed deviations are shown in the following table:

Dimensional Standard	R-5	Cluster	Proposed OPD
Frontyard Setback (Principal/Accessory)	20'/25'	20'/25'	5' *
Sidyard Setback (Principal/Accessory)	5'/3'	5'/3'	5'
Rearyard Setback (Principal/Accessory)	25'/5'	10'/5'	5'
Maximum Building Height	40'	40'	40'
Maximum Lot Coverage	60%	70%	N/A
Minimum Lot Coverage	4,000 sq. ft.	3,000 sq. ft.	N/A
Minimum Lot Width	40'	40'	N/A

*10' setback along Monument Road (parking and outdoor seating areas will be allowed to extend into the setback, but not more than 5')

For maximum flexibility in the design of this site, the Applicant is requesting the following deviations:

1. No minimum lot size or lot width.
2. No maximum lot coverage
3. Reduction of the rear yard setback from 10' to 5'
4. Reduction of the front yard setback from 20' to 5' (10' along Monument Road)

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 worked cooperatively with the City prior to project submittal on establishing the alignment and providing the right-of-way for the Monument Road trail. The applicant could have waited to dedicate the needed right-of-way concurrent with

the development application, but worked with the City to meet the deadlines for a grant application for the project.

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

The approximately one-acre piece of property on the west side of Monument Road contains the No Thoroughfare Wash drainage. The Applicant is proposing to dedicate that as open space, providing a natural area for the conveyance of the runoff coming through the wash from the cliffs and canyons of the Colorado National Monument. The proposed open space is approximately 31% of the total acreage. The Cluster provisions of the Code require a minimum of 20% open space dedication to allow for use of the R-8 district standards. The proposal provides for a greater quantity of public open space than required to utilize the Cluster provisions.

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

The Applicant is not proposing to provide any additional 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.

The proposed project is a mixed use development that includes residential and limited commercial use to serve the area and trail users, while preserving the natural area on the west side of Monument Road.

NOTIFICATION REQUIREMENTS

Neighborhood Meeting:

A Neighborhood Meeting regarding the proposed Annexation and Zoning was held on December 28, 2017 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 9 citizens. Comments and concerns expressed by the attendees centered on the proposed limited commercial component, increased traffic on Monument Road, drainage and flooding concerns. The application for annexation and zoning was submitted on June 25, 2018.

Notice was completed consistent to the provisions in Section 21.02.080 (g) of the City's Zoning and Development Code. The subject property was posted with an application sign on July 24, 2018. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property on October 24, 2018. The notice of this public hearing was published November 6, 2018 in the Grand Junction Daily Sentinel.

ANNEXATION ANALYSIS

Staff has found, based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the Frog Pond Annexation is eligible to be annexed because of compliance with the following:

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

ZONING 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 property has a Future Land Use designation of Residential Low, which is described as single-family detached residences with typically 0.5 to 2 units per acre and a Blended Land Use designation of Residential Low that allows for densities up to 5 units per acre. In addition, the Future Land Use designation of the adjacent properties to the north and east is Residential Medium, which allows for a mix of residential development types with gross densities of 4 to 8 units per acre. Section 21.02.130(d)(1)(v) of the Zoning and Development Code allows for the processing of a rezone application or request without a plan amendment when the proposed zoning is consistent with the Comprehensive Plan and the property is adjacent to the land use designation that would support the requested zone district. The requested default zone district of R-5 is consistent with the Blended Map and the adjacent Future Land Use designation of Residential Medium; therefore, a Comprehensive Plan amendment is not required.

Further, the Outline Development Plan request is consistent with the following goals and/or policies of the Comprehensive Plan by providing a mixed use development conveniently located to services, the preservation of the No Thoroughfare Wash natural area and access for the Monument Road trail that will connect downtown to the Lunch Loops recreation area.

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 B: Encourage mixed-use development and identification of locations for increased density.

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

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

Policy D: A trails master plan will identify trail corridors linking neighborhoods with the Colorado River, Downtown, Village Centers and Neighborhood Centers and other desired public attractions.

Goal 10: Develop a system of regional, neighborhood and community parks protecting

open space corridors for recreation, transportation and environmental purposes.

Policy B: Preserve areas of scenic and/or natural beauty and, where possible, include these areas in a permanent open space system.

As proposed, the application is in conformance with the Grand Junction Circulation Plan and other applicable adopted plans and policies.

b) Section 21.02.160(f) of the Zoning and Development Code states that “land annexed to the City shall be zoned in accordance with Section 21.02.140 to a district that is consistent with the adopted Comprehensive Plan and the criteria set forth. Generally, future development should be at a density equal to or greater than the allowed density of the applicable County zoning district. The rezoning criteria provided in Section 21.02.140 (a) of the Grand Junction Zoning and Development Code follows.

(1) Subsequent events have invalidated the original premises and findings; and/or The property currently has a Mesa County zoning of RSF-4 and must be zoned with the annexation. The proposed PD zoning with a default zone of R-5 is consistent with the Comprehensive Plan and with the zoning of the properties to the north. Therefore, 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 is underutilized in terms of the residential development potential anticipated by the Comprehensive Plan designation of Residential Low on the Blended Map that would allow for densities up to 5 units per acre. The requested ODP and rezone to PD with a R-5 default zone furthers the goals and policies of the Comprehensive Plan by providing for density in the mid-range of the adjoining 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 residential and limited commercial land uses allowed in the PD zone district. Ute Water is available to the property from both Monument Road and S Redlands Road. Sanitary sewer is available at the intersection of Monument Road and S Redlands Road, approximately 580 feet south of the property and will be extended for the proposed future development. The property can also be served by Xcel Energy electric and natural gas. The property is in close proximity to the

Neighborhood Center at Monument Road and Highway 340/Broadway, which provides a number of commercial services.

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 and limited commercial land use proposed. Primary response is from Fire Station 1 at 620 Pitkin Avenue and secondary response from Fire Station 5 at 2155 Broadway. Response time from Fire Station 1 is within National Fire Protection Association guidelines.

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. GJPD expects additional requests for service for this location will be minimal and does not anticipate a need for increased personnel or equipment to provide services to the proposed development.

The public and community facilities are adequate to serve the type and scope of the residential and limited commercial 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 Frog Pond property is an under-developed parcel of land that would be considered an infill development project. The Applicant is requesting to develop the property as a Planned Development (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. The proposed density is within the allowable range of the Residential Low Blended Map category, as well as the Residential Medium Land Use designation of the adjacent properties.

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 dedication and preservation of the No Thoroughfare Wash area as open space for the conveyance of drainage and flash floods and as a natural area for habitat for a variety of species

Staff, therefore finds this criterion has been met.

c) The planned development requirements of Section 21.05 of the Zoning and Development Code;

Section 21.05.040(d) of the Code specifies that mixed use developments in areas designated for residential development in the Comprehensive Plan may have up to 10 percent of the land area dedicated to nonresidential uses. The applicant is proposing that a maximum of 14,670 s.f. (10% of the total land area) be allocated for limited commercial use, to include building footprint and parking, and a maximum floor area of building to not exceed 8,000 s.f. Proposed allowed uses include office, restaurant/coffee shop (no drive thru), food truck, daycare, bike shop/bike rentals, fitness studio, tour services.

As per Section 21.05.040(f), Development Standards, exceptions may be allowed for setbacks in accordance with this section.

(1) Setback Standards. (i) Principal structure setbacks shall not be less than the minimum setbacks for the default zone unless the applicant can demonstrate that buildings can be safely designed and that the design is compatible with the lesser setbacks, (ii) reduced setbacks are offset by increased screening or primary recreation facilities in private or common open space, (iii) reduction of setbacks is required for protection of steep hillsides, wetlands or other environmentally sensitive natural areas. For maximum flexibility in the design of this site, the Applicant is requesting a reduction in the rear yard setback from 10' to 5' and a reduction in the front yard setback from 20' to 10'. A 5' rear yard setback will still provide for a minimum building separation of 10' and does not impact any of the adjacent properties due to topography. The requested reduction of the front yard setback to 10' allows for more flexibility for the internal design of the property and can be safely designed to be compatible with this lesser setback and will still provide for sufficient setback from the Monument Road right-of-way, which will contain the 10' wide, detached Monument Road trail section.

(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 approximately one-acre piece of property on the west side of Monument Road contains the No Thoroughfare Wash drainage. The Applicant is proposing to dedicate that as open space, providing a natural area for the conveyance of the runoff coming through the wash from the cliffs and canyons of the Colorado National Monument. The proposed open space is approximately 31% of the total acreage.

(3) Fencing/Screening. Fencing shall comply with GJMC 21.04.040(i). Fencing and/or screening will be determined with the final design and will comply with Section 21.04.040(i) of the Code.

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

Landscaping will meet or exceed the requirements of the Code. Section 21.06.040(d) requires 14' wide street frontage landscape adjacent to the public right-of-way, except where detached walks are provided it can be 5'. The proposed Monument Road trails will be detached along this section.

(5) Parking. Off-street parking shall be provided in accordance with GJMC 21.06.050. Parking will be provided in accordance with the 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 development will have a single access point onto Monument Road that is in the general location of the existing driveway and will meet all City standards.

d) The applicable corridor guidelines and other overlay districts (Section 21.02.150(b)(2)(iv)).

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 (Section 21.02.150(b)(2)(v)).

Existing public and community facilities and services are available to the property and are sufficient to serve the residential and limited commercial land uses allowed in the PD zone district. Ute Water is available to the property from both Monument Road and S Redlands Road. Sanitary sewer is available at the intersection of Monument Road and S Redlands Road, approximately 580 feet south of the property and will be extended for the proposed future development. The property can also be served by Xcel Energy electric and natural gas.

f) Adequate circulation and access shall be provided to serve all development pods/areas to be developed (Section 21.02.150(b)(2)(vi)).

The proposed project will have a single access onto Monument Road meeting all City standards. Internal circulation of the site will be determined with preliminary and final plans.

g) Appropriate screening and buffering of adjacent property and uses shall be provided (Section 21.02.150(b)(2)(vii)).

The property on the east side of Monument Road proposed for development is isolated from surrounding properties by topography. The adjacent properties to the north and south extend from Monument Road to S Redlands Road with single family homes built

on the upper portions of the properties along S Redlands Road. Adjacent properties are sufficiently screened and buffered from the development due to the topography.

h) An appropriate range of density for the entire property or for each development pod/area to be developed (Section 21.02.150(b)(2)(viii)).

The plan proposes a range of 14-21 residential units. The Applicant is requesting a default zone of R-5, which has a minimum density of 3 units per acre and maximum density of 5 units per acre. Further, section 21.03.040(f)(2)(ii) of the Zoning and Development Code allows for the inclusion of adjacent right-of-way for purposes of calculating density on parcels smaller than five acres. Therefore, the proposal for 14-21 residential units results in a density range of 4 du/ac to 4.7 du/ac, which is within the range of the default zone requirements.

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 to utilize the dimensional standards of the R-5 (Residential – 5 du/ac) zone district with cluster provisions. Section 21.03.060 of the Code allows for the reduction of the minimum lot size in an R-5 zone district to 3,000 sq. ft. with a minimum dedication of 20% open space, allowing for the use of the R-8 district bulk standards. The proposed project includes approximately 31% of the land dedicated as open space. For maximum flexibility in the design of this challenging site, the Applicant is requesting the following deviations:

1. No minimum lot size or lot width.
2. No maximum lot coverage
3. Reduction of the rear yard setback from 10' to 5'
4. Reduction of the front yard setback from 20' to 5' (10' from Monument Road for buildings and 5' for parking and outdoor seating)

The standards proposed for the limited commercial use of the site are as follows:

1. hours of operation from 6 a.m. to 10:30 p.m.
2. Sign standards of the R-O zone district
3. Maximum acreage of limited commercial area use of 14,670.16 s.f.(10% of total land area) to include building footprint and parking
4. Maximum floor area of limited commercial building not to exceed 8,000 s.f.

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 (Section 21.02.150(b)(2)(x)).

The Applicant is proposing to develop the subdivision in a single phase with final approval to be 5 years from approval of the ODP. 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;

The property proposed for development is isolated from surrounding properties by topography. The adjacent properties to the north and south extend from Monument Road to S, Redlands Road with single family homes built on the upper portions of the properties along S Redlands Road. Adjacent properties are sufficiently screened and buffered from the development due to the topography.

2. Mitigates adverse impacts on adjacent properties; and

As stated above, the isolation of the property due to location and topography results in no adverse impacts to adjacent properties.

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

The property has a Future Land Use designation of Residential Low, which is described as single-family detached residences with typically 0.5 to 2 units per acre and a Blended Land Use designation of Residential Low that allows for densities up to 5 units per acre. In addition, the Future Land Use designation of the adjacent properties to the north and east is Residential Medium, which allows for a mix of residential development types with gross densities of 4 to 8 units per acre. Section 21.02.130(d)(1)(v) of the Zoning and Development Code allows for the processing of a rezone application or request without a plan amendment when the proposed zoning is in consistent with the Comprehensive Plan and the property is adjacent to the land use designation that would support the requested zone district. The requested default zone district of R-5 is consistent with the Blended Map and the adjacent Future Land Use designation of Residential Medium; therefore, a Comprehensive Plan amendment is not required.

Further, the Outline Development Plan request is consistent with the following goals and/or policies of the Comprehensive Plan by providing a mixed use development conveniently located to services, the preservation of the No Thoroughfare Wash natural

area and access for the Monument Road trail that will connect downtown to the Lunch Loops recreation area.

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 B: Encourage mixed-use development and identification of locations for increased density.

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

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

Policy D: A trails master plan will identify trail corridors linking neighborhoods with the Colorado River, Downtown, Village Centers and Neighborhood Centers and other desired public attractions.

Goal 10: Develop a system of regional, neighborhood and community parks protecting open space corridors for recreation, transportation and environmental purposes.

Policy B: Preserve areas of scenic and/or natural beauty and, where possible, include these areas in a permanent open space system.

As proposed, the application is in conformance with the Grand Junction Circulation Plan and other applicable adopted plans and policies.

FISCAL IMPACT:

The provision of municipal services will be consistent with adjacent properties already in the City. Property tax levies and municipal sales/use tax will be collected, as applicable, upon annexation.

Based on the current assessed values of the annexation area, the City property tax revenue is estimated to be \$165 annually. Based on future development additional property tax may be generated. For every \$100,000 of actual valuation of residential property, at the current assessment rate, the property tax revenue would be

\$58 annually. For every \$100,000 of actual valuation of commercial property, the property tax revenue would be \$232 annually.

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

Currently the area is in the Grand Junction Rural Fire Protection District (Rural District) and Redlands Sub-District which collects mill levies of 5.938 and 4.904 and generates \$223.23 per year. The area is served by the Grand Junction Fire Department through a contract with the Rural District and these monies are passed on to the City of Grand Junction per the contract. If annexed, the Rural Fire District and the Redlands Sub-District mill levies will be removed and the City's 8 mills will need to pay for not only fire and emergency medical services but also other City services provided to the area. City services as discussed below are supported by a combination of property taxes and sales/use taxes.

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

Annual Maintenance costs for the 570 linear feet of pavement on Monument Rd is estimated at approximately \$350/year to sweep, remove snow, striping and signage. Future chipseal costs for this road is estimated at \$4,560 and is planned as part of this area's normal chip seal cycle in the next six years. No Thoroughfare Wash will become the City's responsibility as part of this annexation and the development of the property. The wash has been subject to sedimentation loading due to upstream naturally occurring erosion and will require periodic removal of sediment and vegetation control to maintain the capacity of the wash. Estimated cost of the maintenance of wash is approximately \$500/year on average.

The cost to improve the road frontage to accommodate the left turn into the development is estimated at \$160,000. Under current Transportation Capacity Payment policies, this work is the responsibility of the City.

The property can be served by an 8" sewer main located at the intersection of Monument Road and S Redlands Road. The developer will be responsible for extending the line approximately 600' to the Frog Pond property.

To determine/anticipate what the impact may be to the GJPD in providing police services should the city proceed with this annexation, calls for service during 2016,

2017 and 2018 were pulled. A review of that data revealed that there were nine calls to that location during that time span. Based on that data we anticipate that GJPD will respond to an average of three calls per year to this particular location. Four of the nine cases were for traffic stops. Based on that information we expect that any requests for service by GJPD for this location will be minimal.

At this point, we do not anticipate a need for an increase in personnel or equipment to provide law enforcement services to this proposed annexation. However, this annexation along with any future annexations/developments will no doubt have an eventual cumulative impact that will require an increase in law enforcement personnel and equipment to provide adequate services.

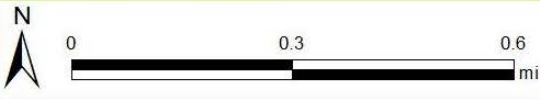
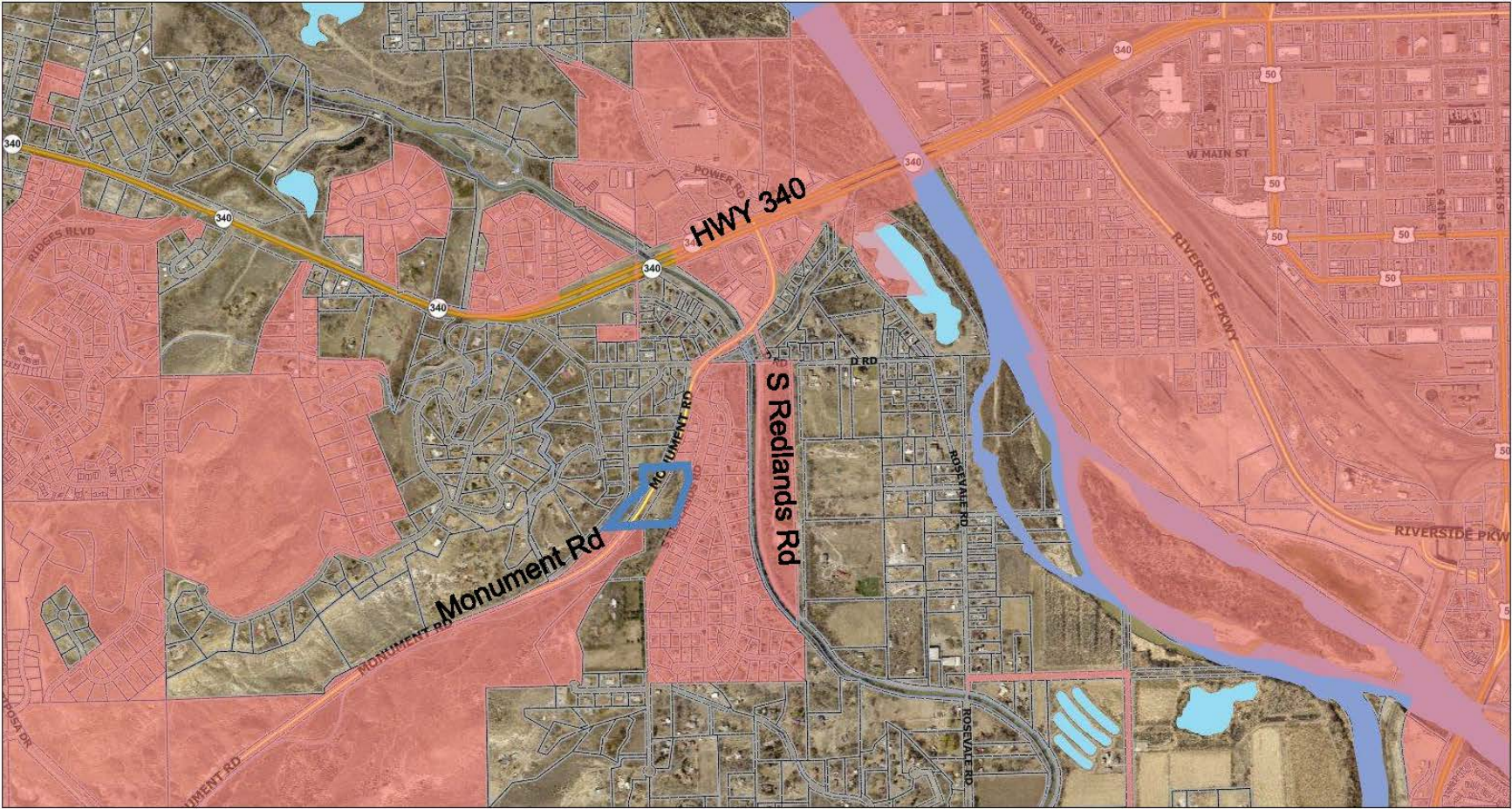
SUGGESTED MOTION:

I move to (approve/deny) Resolution No. 85-18, a resolution accepting a petition for the annexation of lands to the City of Grand Junction, Colorado, making certain findings and determining that property known as the Frog Pond Annexation, located at 2501 Monument Road is eligible for annexation, Ordinance No. 4825, an ordinance annexing territory to the City of Grand Junction, Colorado, Frog Pond Annexation, approximately 4.49 acres, located at 2501 Monument Road, and Ordinance No. 4826, an ordinance zoning the Frog Pond Annexation to Planned Development (PD) with R-5 (Residential, 5 du/ac) and CSR (Community Services and Recreation) Default Zone Districts, located at 2501 Monument Road on final passage and order final publication in pamphlet form.

Attachments

1. Site Maps and Photos
2. Letters
3. Resolution Accepting Petition
4. Annexation Ordinance
5. Zoning Ordinance

Expanded City Limits Location Map



Date: 8/22/2018

1 inch = 752 feet



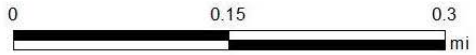
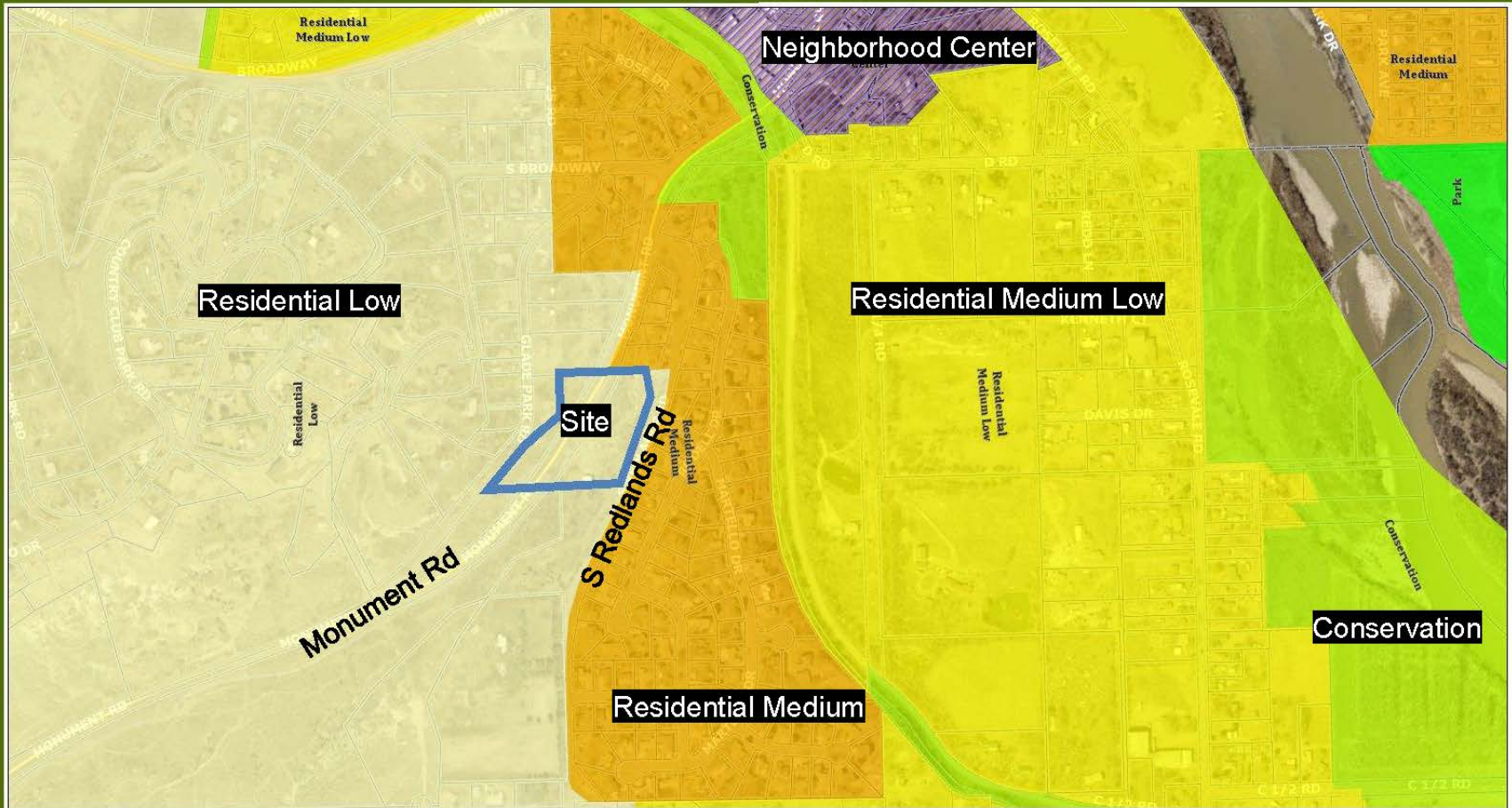
Frog Pond Annexation



Date: 8/22/2018

1 inch = 188 feet

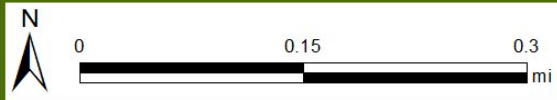
Frog Pond Annexation Future Land Use



Date: 8/22/2018

1 inch = 376 feet

City of Grand Junction



Date: 10/25/2018

1 inch = 376 feet





View of east parcel from Monument Road with existing duplex buildings



View of east parcel from Monument Road at driveway access



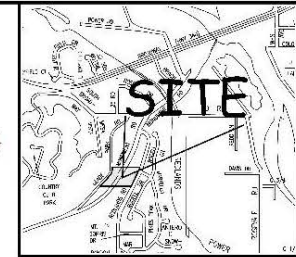
View of west parcel from Monument Road looking south



View of east and west parcels along Monument Road looking north

FROG POND ANNEXATION

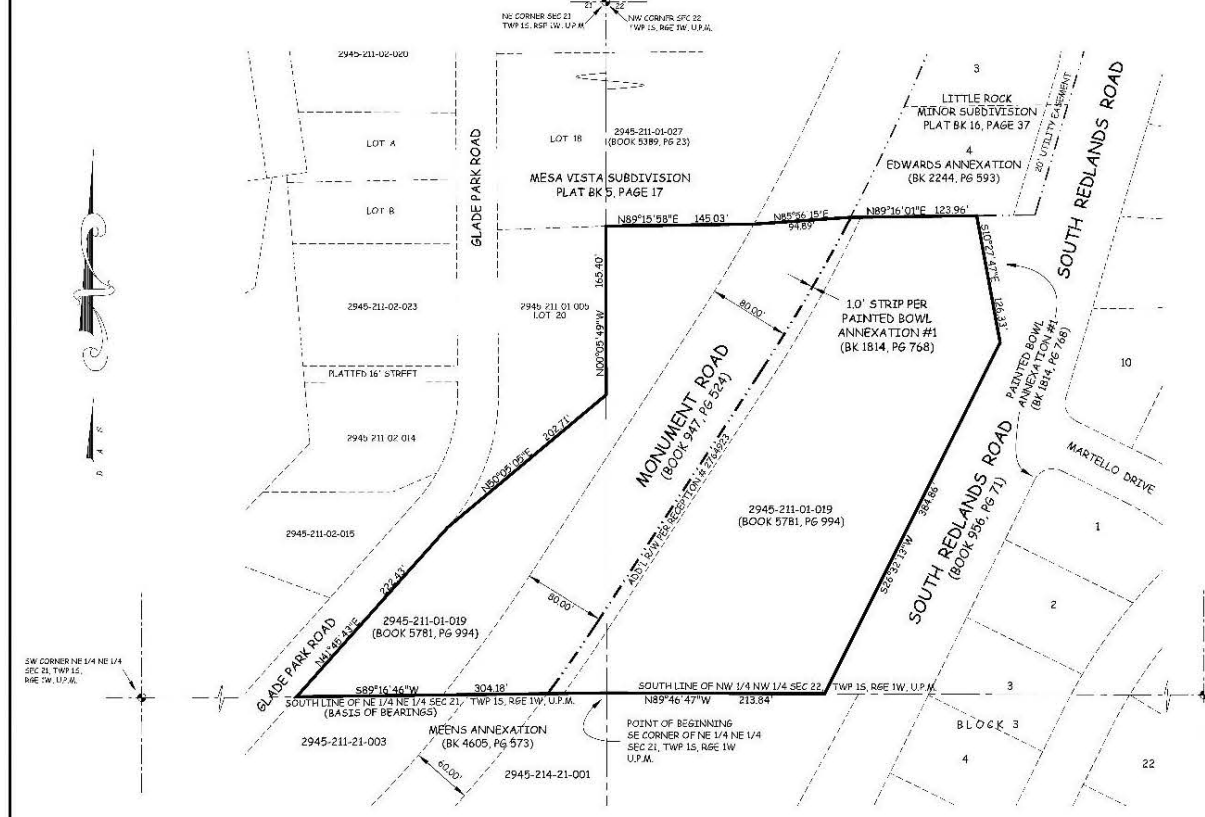
SITUATE IN THE NE 1/4 OF SECTION 21 AND THE NW 1/4 OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 1 WEST
 UTE PRINCIPAL MERIDIAN
 COUNTY OF MESA, STATE OF COLORADO



DESCRIPTION

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

BEGINNING at the Southeast corner of the NE 1/4 NE 1/4 of said Section 21 and assuming the South line of the NE 1/4 NE 1/4 of said Section 21 bears S 89°16'46" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 89°16'46" W along the South line of the NE 1/4 NE 1/4 of said Section 21, a distance of 304.18 feet, more or less, to a point on the East right of way for Glade Park Road, as same is described on the plat of Mesa Vista Subdivision, as same is recorded in Plat Book 5, Page 17, Public Records of Mesa County, Colorado; thence N 4°45'43" E, along said East right of way, a distance of 222.43 feet, more or less; to a point being the Southwest corner of Lot 20 of said Mesa Vista Subdivision; thence N 50°05'09" E, along the South line of said Lot 20, a distance of 202.71 feet to a point being the Southeast corner of said Lot 20 and lying on the East line of the NE 1/4 NE 1/4 of said Section 21; thence N 00°05'49" W, along said East line, a distance of 165.40 feet, more or less, to a point being the Northeast corner of said Lot 20; thence N 89°15'58" E, along the South line of that certain property described in Book 5389, Page 23 and the North line of that certain parcel of land described in Book 5781, Page 994, all in the Public Records of Mesa County, Colorado, a distance of 145.03 feet to a point on the West right of way for Monument Road, as same is described in Book 947, Page 524, Public Records of Mesa County, Colorado; thence N 89°16'01" E, thru the right of way for said Monument Road, a distance of 94.89 feet, more or less, to a point being the Southwest corner of Lot 4, Little Rock Minor Subdivision, as same is recorded in Plat Book 16, Page 37, Public Records of Mesa County, Colorado; thence N 89°16'01" E, along the South line of said Lot 4, a distance of 123.90 feet, more or less, to a point on the West right of way for South Redlands Road, as same is described in Book 956, Page 71, Public Records of Mesa County, Colorado; thence S 10°27'47" E, along said West right of way, a distance of 126.33 feet; thence S 26°32'13" W, along said West right of way, a distance of 384.86 feet, more or less, to a point on the South line of the NW 1/4 NW 1/4 of said Section 22; thence N 89°46'47" W, along said South line, a distance of 213.84 feet, more or less, to the Point of Beginning.



AREA OF ANNEXATION

ACREAGE PERMITTED	1.0000 AC.
CONTIGUOUS PROPERTY	1.9274 AC.
NET TO BE ANNEXED	1.9274 AC.
TOTAL ACRES	1.9274 AC.

IMPROVEMENTS INCLUDED: GLADE PARK ROAD, MONUMENT ROAD, SOUTH REDLANDS ROAD.

LEGEND

INDIVIDUAL PROPERTY	---
ANNEXATION BOUNDARY	---
RIGHT OF WAY	---
UTAH-ARIZONA MERIDIAN	---
SECTION 21	---
SECTION 22	---
GENERAL ANGLE	---
BEARING	---
ARC LENGTH	---
CURVED LENGTH	---
CURVED BEARING	---
BEARING	---
PLAT BOOK	---
BOOK	---
PAGE	---



ORDINANCE NO. 2024-001
 EFFECTIVE DATE 07-23-2024
THIS IS NOT A BOUNDARY SURVEY

PROFESSIONAL SEAL

Professional Land Surveyor for the State of Colorado

DATE: 07/23/2024

NOTICE

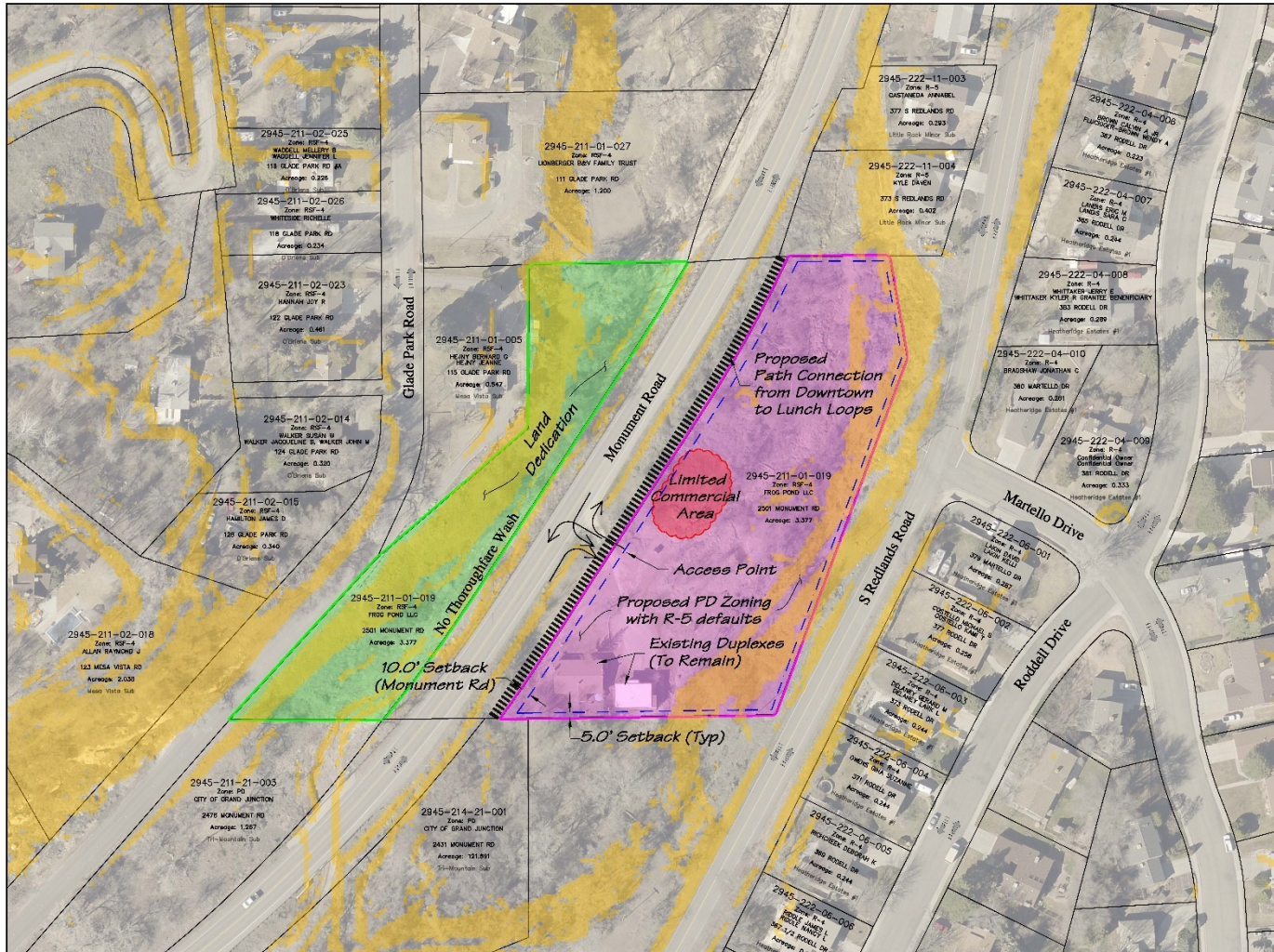
Consistency to Law: See all other documents of this project. Book and page numbers in this map are for information only. The actual survey data is contained in the plat of the annexation. Book and page numbers are for information only.

DRAWN BY	P.T.K.	DATE	07-23-2024
DESIGNED BY		DATE	
CHECKED BY	P.T.K.	DATE	
APPROVED BY		DATE	

CITY OF GRAND JUNCTION
 COLORADO

PUBLIC WORKS
 ENGINEERING DIVISION
 SURVEY DEPARTMENT

FROG POND ANNEXATION



Parcel 2945-211-01-019 Breakdown (Sq Ft)

East Lot:	100,830.02	68.7%
West Lot:	45,870.95	31.3%
Total Lot Acreage:	146,701.97	100.0%

Proposed Layout (Sq Ft)

Limited Commercial Use Max:	4,670.16	3.2%
Open Space:	45,870.95	31.3%

*Area to include building footprint & parking spaces

- Legend**
- Zone PD with R-5 Default Zone (Density - See Note 6)**
 - 10-15 Units Residential
 - Single Family (Attached & Detached)
 - Multi-Family
 - C-Use
 - Home Occupation
 - Limited Commercial
 - Short-Term Rentals
 - Land Dedication (21.5% of total lot acreage)**
 - Wetlands Protection
 - Drainage Maintenance
 - Wildlife Corridor
 - Limited Commercial Uses (Allowed) (Up to 10% of land area)**
 - Office
 - Restaurant/Cafe/Shop (no drive thru)
 - Food Truck
 - Daycare
 - Bike Shop / Bike Rentals
 - Fitness Studio
 - Tutor Services
 - Limited Commercial Uses (Restricted)**
 - Drive-Thru
 - Gas Station
 - Liquor Store
 - Automotive Repair / Service
 - Spacing > 30M
 - Proposed Trail
 - Perimeter Setback
 - Property Lines
 - Traffic Flow Direction
 - Traffic Movement

Proposed Zone Dimensional Standards

Default Zoning District	Min Lot Area (sq ft)	Min Lot Width (ft)	Min Lot Depth (ft)	Min Front Setback	Min Side Setback	Min Rear Setback	Max Lot Coverage	Max Height
R-5	N/A	N/A	5	5	5	5	N/A	40

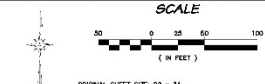
*10' setback along Monument Road (acting as an outdoor seating area) will be allowed to extend 7' to the setback, but no more than 10'.

- General Notes**
- The Applicant is requesting a rezoning of the property from R5-4 to a zoning of PD Planned Development with the underlying zoning of R-5 (Residential S).
 - All development plans will require approval by the City of Grand Junction Community Development Department. All development plans will need to conform to the proposed zone dimensional standards.
 - The Applicant is requesting the following deviations from the underlying R-5 zoning:
 - No minimum lot size.
 - No minimum lot width.
 - 5' Front, Rear, and Side setbacks.
 - Allowance of 10% limited commercial use.
 - Modify or dispense buffer requirement to a minimum 0' strip.
 - Presence of limited commercial operation from 8 a.m. to 10:00 a.m.
 - Sign standards of the R-5 zone would apply to limited commercial.
 - Limited commercial floor area no. to exceed 8,000 sq. ft.
 - Remove Maximum of Coverage requirement.
 - This site is located in Zone X on FEMA map pane 89077C039-9F.
 - Utilities will be collected prior to final planning.
 - Density allows for a range of 14-21 residential units.

ACCEPTANCE BLOCK

THIS MAP WAS PREPARED BY THE CITY OF GRAND JUNCTION COMMUNITY DEVELOPMENT DEPARTMENT. THE CITY OF GRAND JUNCTION COMMUNITY DEVELOPMENT DEPARTMENT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION SHOWN ON THIS MAP. THE USER OF THIS MAP ASSUMES ALL LIABILITY FOR ANY ERRORS OR OMISSIONS. THE CITY OF GRAND JUNCTION COMMUNITY DEVELOPMENT DEPARTMENT IS NOT RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY CAUSED BY THE USE OF THIS MAP.

Grand Planning and Landscaping Associates, Inc.
1221 N. 10th Street
PO Box 211-0116
FR 970-211-0763
www.gpland.com



NO.	DATE	DESCRIPTION	BY

REVISIONS

PRELIMINARY

RIVER CITY
704 HAYDEN CIRCLE, SUITE 100
GRAND JUNCTION, CO 81505
PHONE: 970-241-1111
FAX: 970-241-1112
WWW.RIVERCITYCO.ORG

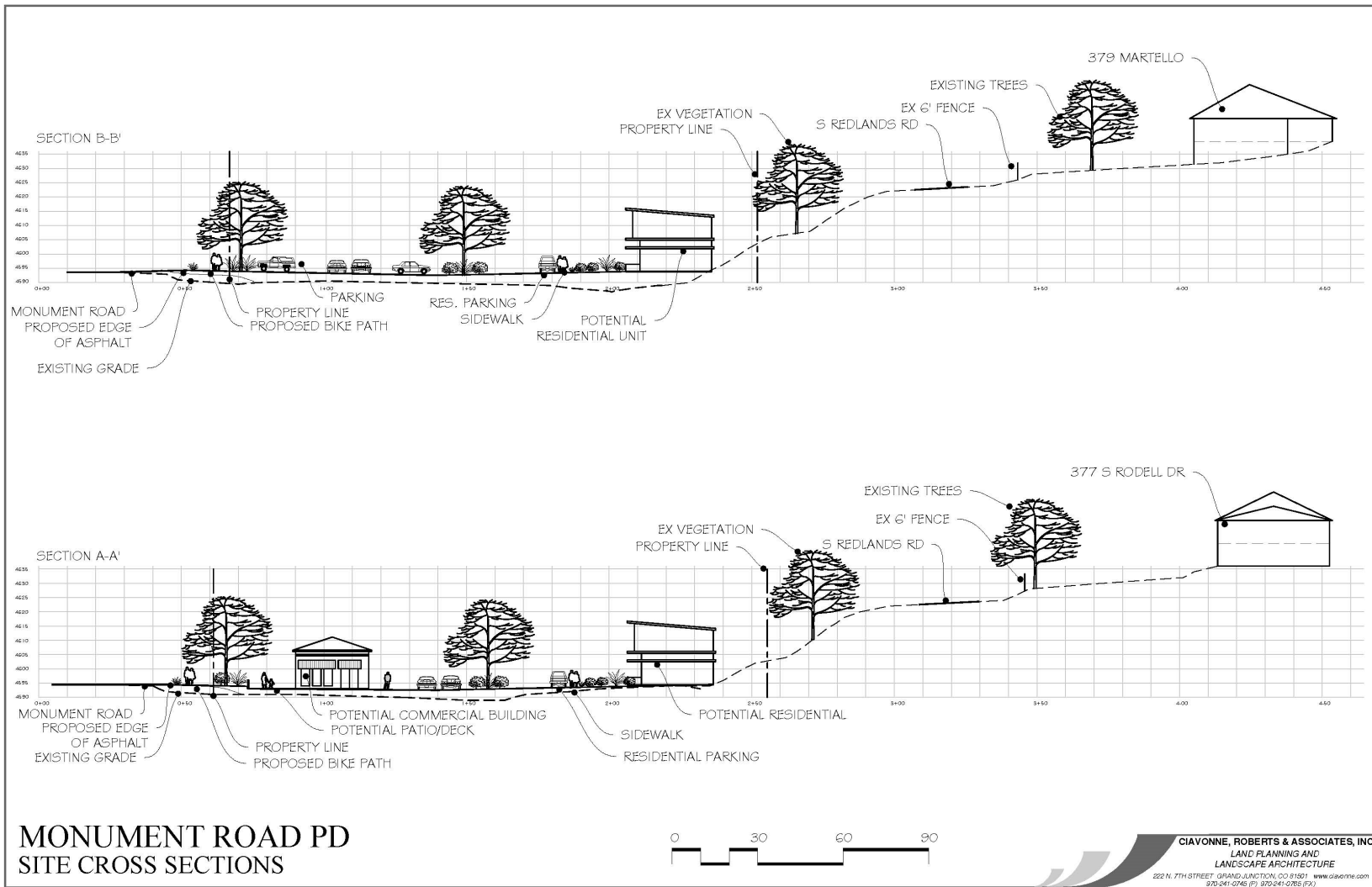
PROJECT NO: 1402-011 DATE ISSUED: 2/16/2018
DRAWN BY: [Name] CHECKED BY: [Name]
SCALE: 1" = 50' N/A

FROG POND LLC

2501 Monument Road

ODP Map

ODP 1





COLORADO WEST LAND TRUST

Conserving Land. Connecting People. Enriching Lives.

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Skip Mottram 1940-2011
Ivan Wood

Kevin Bray
Bray and Company
1015 N. 7th St.
Grand Junction, CO 81501

Tuesday, November 06, 2018

Dear Kevin,

I want to thank you for your vision and support for our efforts along Monument Road to create a premier outdoor recreation amenity for the Grand Valley. The Land Trust has worked for community benefit along Monument Road since 2011. As you know, our interest in conserving land and acquiring rights of way around the Three Sisters and Lunch Loop trail areas are to increase access to outdoor recreation, enhance our quality of life, and promote sustainable local economic development.

Frog Pond's proposed development support all three goals for our work along Monument Road. Your vision for 2501 Monument Road incorporates outdoor recreation into a compelling approach to development and conservation that drives economic growth and strengthens community. Thank you for your coordination with the Land Trust and City's joint project to construct an off-road shared use path along Monument Road by selling right of way that allows the path to traverse your property. We believe your property will contribute to local economic growth by enhancing this strategic element of our outdoor infrastructure.

Sincerely,

Rob Bleiberg
Executive Director



Frog Pond Annexation and ODP

Eric Marchese <marchese68@hotmail.com >

Sun 11/18/2018 10:16 AM

To: Katherine Portner <kathyp@gjcity.org>;

Kathy, please submit the following to the public record, the Planning Commission and the City Council regarding the Frog Pond Annexation and Outline Development Plan for 2501 Monument Road:

To Whom it may concern: We oppose the proposed change of zoning and annexation of 2501 Monument Road. We feel that the addition of more residential units and the addition of the commercial aspect of said property will degrade the feel of the area due to the increased amount of traffic, noise and increased light pollution that will be created from this project. We do very much appreciate Kevin Bray's dedication of his land on the west side of Monument Road to open space and his willingness for allowing the Right of Way for the bike path but do not approve of the zoning changes of his property.

The increased traffic onto that property due to the addition of over a dozen houses and commercial use will increase the risk to pedestrians and cyclists that will be travelling on the new path to and from the Lunch Loops. The influx of motor vehicles pulling in and out of the property will most likely be driving across the bike path! There is plenty of empty retail space virtually right across the street from the existing section of bike path if he would like to lease space there.

Having such densely packed homes at that address doesn't make aesthetic sense either given the nature of the open space that presently exists in the Monument Road corridor.

Thank you for receiving our input on this proposal.

Eric and Andrea Marchese

[109 Glade Park Road](#)

[Grand Junction, CO 81507](#)

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A PETITION
FOR THE ANNEXATION OF LANDS
TO THE CITY OF GRAND JUNCTION, COLORADO,
MAKING CERTAIN FINDINGS,
AND DETERMINING THAT PROPERTY KNOWN AS THE
FROG POND ANNEXATION, LOCATED AT 2501 MONUMENT ROAD
IS ELIGIBLE FOR ANNEXATION**

WHEREAS, on the 5th day of September 2018, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

FROG POND ANNEXATION

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

BEGINNING at the Southeast corner of the NE 1/4 NE 1/4 of said Section 21 and assuming the South line of the NE 1/4 NE 1/4 of said Section 21 bears S 89°16'46" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 89°16'46" W along the South line of the NE 1/4 NE 1/4 of said Section 21, a distance of 304.18 feet, more or less, to a point on the East right of way for Glade Park Road, as same is described on the plat of Mesa Vista Subdivision, as same is recorded in Plat Book 5, Page 17, Public Records of Mesa County, Colorado; thence N 41°45'43" E, along said East right of way, a distance of 222.43 feet, more or less, to a point being the Southwest corner of Lot 20 of said Mesa Vista Subdivision; thence N 50°05'05" E, along the South line of said Lot 20, a distance of 202.71 feet to a point being the Southeast corner of said Lot 20 and lying on the East line of the NE 1/4 NE 1/4 of said Section 21; thence N 00°05'49" W, along said East line, a distance of 165.40 feet, more or less, to a point being the Northeast corner of said Lot 20; thence N 89°15'58" E, along the South line of that certain property described in Book 5389, Page 23 and the North line of that certain parcel of land described in Book 5781, Page 994, all in the Public Records of Mesa County, Colorado, a distance of 145.03 feet to a point on the West right of way for Monument Road, as same is described in Book 947, Page 524, Public Records of Mesa County, Colorado; thence N 85°56'15" E, thru the right of way for said Monument Road, a distance of 94.89 feet, more or less, to a point being the Southwest corner of Lot 4, Little Rock Minor Subdivision, as same is recorded in Plat Book 16, Page 37, Public Records of Mesa County, Colorado; thence N 89°16'01" E, along the South line of said Lot 4, a distance of 123.96 feet, more or less, to a point on the West right of way for South Redlands Road, as same is described in Book 956, Page 71, Public Records of Mesa County, Colorado; thence S 10°27'47" E, along said West right of way, a distance of 126.33 feet; thence S

26°32'13" W, along said West right of way, a distance of 384.86 feet, more or less, to a point on the South line of the NW 1/4 NW 1/4 of said Section 22; thence N 89°46'47" W, along said South line, a distance of 213.84 feet, more or less, to the Point of Beginning.

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

WHEREAS, a hearing on the petition was duly held after proper notice on the 5th day of December, 2018; and

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

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

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

ADOPTED the _____ day of _____, 2018.

President of the Council

Attest:

City Clerk

NOTICE IS FURTHER GIVEN that a hearing will be held in accordance with the Resolution on the date and at the time and place set forth in the Resolution.

City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

FROG POND ANNEXATION

APPROXIMATELY 4.49 ACRES LOCATED AT 2501 MONUMENT ROAD

WHEREAS, on the 5th day of September 2018, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

WHEREAS, a hearing on the petition was duly held after proper notice on the 5th day of December 2018; and

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

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

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

FROG POND ANNEXATION

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

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

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

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

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

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

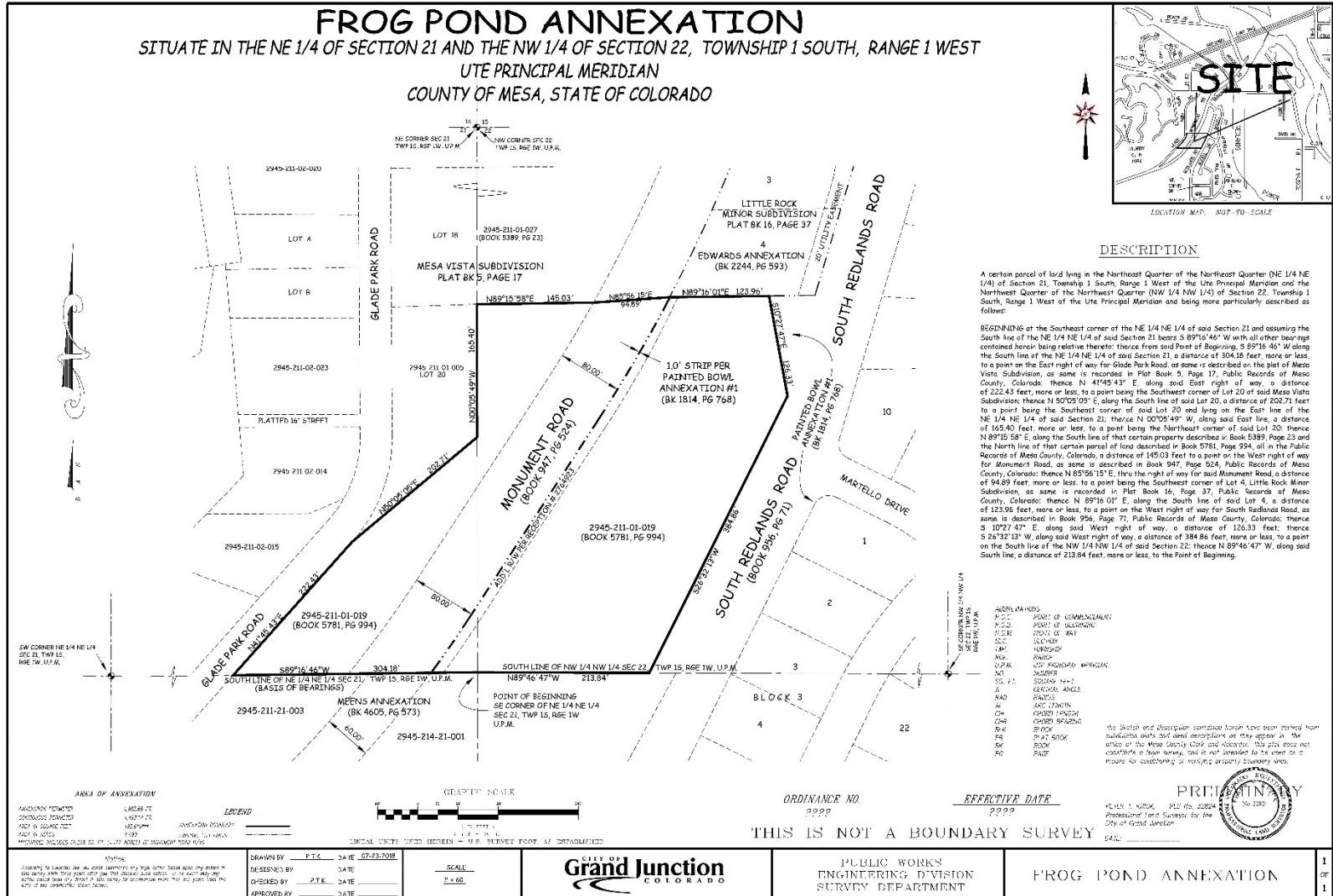
ADOPTED on second reading the _____ day of _____, 2018 and ordered published in pamphlet form.

President of the Council

Attest:

City Clerk

Exhibit A



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

**AN ORDINANCE ZONING THE FROG POND ANNEXATION TO PLANNED DEVELOPMENT (PD)
WITH R-5 (RESIDENTIAL, 5 DU/AC) AND CSR (COMMUNITY SERVICES AND RECREATION)
DEFAULT ZONE DISTRICTS**

LOCATED AT 2501 MONUMENT ROAD

Recitals

The Applicant, Frog Pond LLC, is requesting a zone of annexation to Planned Development (PD) with R-5 (Residential, 5 du/ac) and CSR (Community Services and Recreation) default zone districts, as well as the approval of an Outline Development Plan (ODP) for the Frog Pond development. The approximately 3.5 acre parcel is bisected by Monument Road, with 2.5 acres on the east side and 1 acre on the west side. The proposed plan includes mixed use development of the east parcel, including residential and limited commercial, and preservation of the west parcel as open space along No Thoroughfare Wash. The Outline Development Plan establishes specific performance standards that the development will be required to meet and conform with, as authorized by Section 21.02.150 (b) of the Zoning and Development Code. The project is located at 2501 Monument Road.

The City Council finds, after a public hearing and review of the proposed Zone of Annexation to Planned Development (PD) and Outline Development Plan (ODP), determined that it satisfies the applicable criteria of the Code and is consistent with the purpose and intent of the Comprehensive Plan.

The City Council also finds and determines that the ODP achieves substantial long-term community benefits, as required by the Zoning and Development Code, by providing the following:

1. *Other recreational amenities.* As stated in the Applicant's General Project Report, the property owner has worked diligently with the City on the Monument Road trail. The City has obtained additional right-of-way along the frontage of this property for the trail. In addition, the property owner worked cooperatively with the City to re-establish a drainage that was key to obtaining right-of-way on adjoining properties. The applicant could have waited to provide the ROW and easements needed for the trail concurrent with the development application, but was willing to work with the City prior to application to meet the City's deadlines to apply for grant funding. The Monument Road trail, scheduled for construction in 2019, will traverse the frontage of the east parcel, providing a connection from downtown to the Lunch Loops trailhead.

2. *Protection and/or preservation of natural resources, habitat areas and natural features; and/or Public Art.* The proposal preserves the No Thoroughfare Wash drainage as a natural area. The Wash provides for drainage and flash flood waters coming off the Colorado National Monument. The area is heavily vegetated and provides habitat for a variety of species.

The City Council finds that a PD zone district with default zones of R-5 and CSR and with the deviations and standards established in the ODP, is consistent and conforms with

- 1) the Comprehensive Plan, Grand Junction Circulation Plan and other adopted plans and policies; and
- 2) the rezoning criteria provided in GJMC 21.02.140;
- 3) the planned development requirements of Section 21.05.040(f);
- 4) the applicable corridor guidelines and other overly districts.

The City Council also finds that such PD zoning provides the following:

- 5) public services and facilities that are adequate for and concurrent with the projected impacts of the development;
- 6) circulation and access adequate to serve all development pods/areas to be developed;
- 7) appropriate screening and buffering of adjacent property;
- 8) an appropriate range for density for the entire property or for each pod/area to be developed;
- 9) an appropriate set of “default” or minimum standards for the entire property or for each development pod/area to be developed;
- 10) an appropriate phasing or development schedule for the entire property or for each development pod/area to be developed; and
- 11) long term community benefits.

Section 21.05.040 (g) of the Code allows for deviations from the default district standards as long as community amenities are provided that are in excess of what would otherwise be required by the code. **The City Council finds that the deviations from the standards of the default zones established by this ordinance are supported by the provision of the following amenities:**

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 worked cooperatively with the City prior to project submittal on establishing the alignment and providing the right-of-way for the Monument Road trail.

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

The approximately one-acre piece of property on the west side of Monument Road contains the No Thoroughfare Wash drainage. The Applicant is proposing to dedicate that as open space, providing a natural area for the conveyance of the runoff coming through the wash from the cliffs and canyons of the Colorado National Monument. The proposed open space is approximately 31% of the total acreage.

3. 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.

The proposed project is a mixed use development that includes residential and limited commercial use to serve the area and trail users, while preserving the natural area on the west side of Monument Road.

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, the Planning Commission reviewed the request for the proposed Zone of Annexation to Planned Development (PD) and Outline Development Plan (ODP) and determined that it satisfies the applicable criteria of the Zoning and Development Code, is consistent with the purposes, intent, goals and policies of the Comprehensive Plan, and is generally compatible with land uses located in the surrounding area, and recommended approval.

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 FROG POND IS APPROVED WITH THE FOLLOWING STANDARDS AND DEFAULT ZONES:

A. This Ordinance applies to the following described property:

East Parcel

A parcel of land situated in the northeast quarter of the northeast quarter of Section 21 and in the northwest quarter of the northwest quarter of Section 22, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado lying east of Monument Road and being more particularly described as follows:

Beginning at Mesa County Survey Marker 812 for the north sixteenth corner common to said Sections 21 and 22 whence a #6 rebar with 2 ½" aluminum cap stamped "A.E.S. T1S R1W S16 S15 S21 S22 2002 PLS 24320" for the north corner common to said Sections 21 and 22 bears North 00°07'00" East with all bearings herein relative thereto;

Thence along the south line of the northeast quarter of the northeast quarter of said Section 21 South 89°29'00" West a distance of 58.13 feet to the easterly right of way line of Monument Road as recorded at Reception Number 989557 of the Mesa County records at a point of cusp on a curve concave to the northwest with a radius of 1462.39 feet;

Thence along said right of way 86.42 feet along said curve having a central angle of 3°23'09" and a chord bearing North 35°00'35" East, a distance of 86.41 feet;

Thence continuing along said right of way North 33°19'00" East, a distance of 286.84 feet;

Thence continuing along said right of way 179.96 feet along the arc of a curve to the left, having a radius of 1939.86 feet, a central angle of 5°18'55" and a chord bearing North 30°39'33" East, a distance of 179.89 feet to the south line of Little Rock Minor Subdivision as recorded at Reception Number 1819881 of the Mesa County Records;

Thence along said south line North 89°29'00" East, a distance of 124.76 feet to the westerly right of way of South Redlands Road as recorded at Reception Number 1001479 of the Mesa County records;

Thence along said westerly right of way South 9°58'12" East, a distance of 104.46 feet;

Thence continuing along said right of way South 20°18'48" West, a distance of 384.60 feet to the south line of the northwest quarter of the northwest quarter of said Section 22;

Thence along said line South 89°29'00" West, a distance of 308.12 feet to the Point of Beginning.

Containing 2.47 acres, more or less.

West Parcel

A parcel of land situated in the northeast quarter of the northeast quarter of Section 21 and in the northwest quarter of the northwest quarter of Section 22, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado lying west of Monument Road and being more particularly described as follows:

Commencing at Mesa County Survey Marker 812 for the north sixteenth corner common to said Sections 21 and 22 whence a #6 rebar with 2 ½" aluminum cap stamped "A.E.S. T1S R1W S16 S15 S21 S22 2002 PLS 24320" for the north corner common to said Sections 21 and 22 bears North 00°07'00" East with all bearings herein relative thereto;

Thence along the south line of the northeast quarter of the northeast quarter of said Section 21 South 89°29'00" West a distance of 160.33 feet to the westerly right of way line of Monument Road as recorded in Book 947 at Page 524 or the Mesa County records;

Thence continuing along the south line of the northeast quarter of the northeast quarter of said Section 21 South 89°29'00" West a distance of 141.53 feet to the easterly right of way of Glade Park Highway as recorded on that plat of Mesa Vista subdivision recorded at Reception Number 258205 of the Mesa County records;

Thence along said right of way North 42°26'00" East, a distance of 220.31 feet to the southwesterly corner of Lot 20 of said Mesa Vista subdivision;

Thence along the southeasterly line of said Lot 20 North 49°25'00" East, a distance of 202.50 feet to the southeast corner of said Lot 20;

Thence along the east line of said Lot 20 North 00°07'00" East, a distance of 165.40 feet to the northeast corner of said Lot 20;

Thence North 89°29'00" East, a distance of 145.04 feet to the westerly right of way line of Monument Road as recorded at Reception Number 989557 of the Mesa County records at a point of cusp on a curve concave to the northwest with a radius of 1859.86 feet;

Thence along said right of way 121.11 feet along the arc of said curve, having a central angle of 3°43'52" and a chord bearing South 31°27'04" West, a distance of 121.09 feet;

Thence continuing along said right of way South 33°19'00" West, a distance of 286.84 feet;

Thence continuing along said right of way 143.53 feet along the arc of a curve to the right, having a radius of 1382.39 feet, a central angle of 5°56'56", and a chord bearing South 36°17'28" West, a distance of 143.46 feet to the Point of Beginning.

Containing 0.99 acres, more or less.

Establishment of Uses:

The proposed ODP preserves the No Thoroughfare Wash drainage, located on the west side of Monument Road, as open space. The proposed uses on the remainder of the property on the east side of Monument Road include residential uses as allowed in the R-5 zoning, including Single Family attached and detached, Duplex/Two Family, Multifamily, Civic and Home Occupation, as well up to 10% of the land area for limited commercial use, including business residence, office, restaurant/coffee shop (with no drive-through), food truck, daycare, bike shop/rentals, fitness studio and tour services. Uses specifically prohibited include drive-through business, gas station, liquor store, automotive repair/service.

Density/Intensity:

The plan proposes a range of 14-21 residential units. The Applicant is requesting a default zone of R-5, which has a minimum density of 3 units per acre and maximum density of 5 units per acre. Further, section 21.03.040(f)(2)(ii) of the Zoning and Development Code allows for the inclusion of adjacent right-of-way for purposes of calculating density on parcels smaller than five acres. Therefore, the proposal for 14-21 residential units results in a density range of 4 du/ac to 4.7 du/ac, which is within the range of the default zone requirements.

Section 21.05.040(d) of the Code specifies that mixed use developments in areas designated for residential development in the Comprehensive Plan may have up to 10 percent of the land area dedicated to nonresidential uses. The applicant is proposing that a maximum of 14,670 s.f. (10% of the total land area) be allocated for limited commercial use, to include building footprint and parking, and a maximum floor area of building to not exceed 8,000 s.f. Proposed allowed uses include office, restaurant/coffee shop (no drive thru), food truck, daycare, bike shop/bike rentals, fitness studio, tour services.

Access:

The location of the current driveway access from Monument Road to serve the existing duplex units will also serve future development. Improvements to the access and the need for a turn lane on Monument Road will be determined at the time of Preliminary/Final Plan development. Additional right-of-way along Monument Road has already been obtained to accommodate the future road section, as well as the Monument Road Trail that will be constructed by the City in 2019.

Open Space and Pedestrian Amenities:

The approximately one-acre piece of property on the west side of Monument Road contains the No Thoroughfare Wash drainage. The Applicant is proposing to dedicate that as open space, providing a natural area for the conveyance of the runoff coming through the wash from the cliffs and canyons of the Colorado National Monument.

The Applicant has conveyed additional right-of-way adjacent to the property east of Monument Road to accommodate the Monument Road Trail that will connect downtown Grand Junction to the Lunch Loops/Tabaguache trailhead along Monument Road.

Phasing:

The Applicant is proposing to develop the project in a single phase with the ODP being valid for a period of 5 years from the approval date of this ordinance.

Default Zones:

The Default Zones shall be CSR (Community Services and Recreation) for the West parcel and R-5 (Residential, 5 du/ac) for the East parcel.

The Applicant is proposing to utilize the dimensional standards of the R-5 (Residential – 5 du/ac) zone district with cluster provisions. Section 21.03.060 of the Code allows for the reduction of the minimum

lot size in an R-5 zone district to 3,000 sq. ft. with a minimum dedication of 20% open space, allowing for the use of the R-8 district bulk standards. Proposed deviations are shown in the following table:

Dimensional Standard	R-5	Cluster	Proposed ODP
Frontyard setback (Principal/Accessory):	20'/25'	20'/25'	5' *
Sideyard setback (Principal/Accessory):	5'/3'	5'/3'	5'
Rearyard setback (Principal/Accessory):	25'/5'	10'/5'	5'
Maximum building height:	40'	40'	40'
Maximum Lot Coverage:	60%.	70%	N/A
Minimum Lot Area:	4,000 sq. ft.	3,000 sq.ft.	N/A
Minimum Lot Width:	40'	40'	N/A

*10' setback along Monument Road (parking and outdoor seating areas will be allowed to extend into the setback, but not more than 5')

The standards for the limited commercial use of the site are as follows:

1. Hours of operation from 6 a.m. to 10:30 p.m.
2. Sign standards of the R-O zone district
3. Maximum acreage of limited commercial area use of 14,670.16 s.f. (10% of total land area) to include building footprint and parking
4. Maximum floor area of limited commercial building not to exceed 8,000 s.f.

Landscaping & Fencing:

Landscaping will meet or exceed the requirements of the Code. Section 21.06.040(d) requires 14' wide street frontage landscape adjacent to the public right-of-way, except where detached walks are provided it can be 5'. The proposed Monument Road trails will be detached along this section.

Signage:

Signage for the limited commercial uses shall conform to the standards of the R-O (Residential-Office) zone district.

Should the PD and/or ODP expire, lapse or become invalid for any reason, the Property shall be fully subject to the then-applicable standards of the default zones established for each area of the Property (CSR for the West parcel and R-5 for the East parcel), without the requirement of any further action such as rezoning, by the City.

Introduced for first reading on this 7th day of November, 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