

GRAND JUNCTION, COLORADO MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL

October 2, 1991

The City Council of the City of Grand Junction, Colorado, convened in regular session the 2nd day of October, 1991, at 7:30 p.m. in the City/County Auditorium at City Hall. Those present were Jim Baughman, John Bennett, Bill Bessinger, Bill McCurry, Paul Nelson, Reford Theobold, and President of the Council Conner Shepherd. Also present were City Manager Mark Achen, Assistant City Attorney John Shaver, and City Clerk Neva Lockhart.

Council President Shepherd called the meeting to order and Councilman Baughman led in the Pledge of Allegiance.

INVOCATION - Councilman Reford Theobold.

MINUTES

Upon motion by Councilman Bessinger, seconded by Councilman McCurry and carried, the minutes of the September 18, 1991, City Council Meeting were approved as submitted.

WELCOME TO DAROLD SLOAN, CHIEF OF POLICE

PROCLAMATION DECLARING SATURDAY, OCTOBER 12, 1991, AS "AMERICAN ASSOCIATION OF RETIRED PERSONS DAY" IN THE CITY OF GRAND JUNCTION

PROCLAMATION DECLARING OCTOBER 4, 1991, AS "MESA COUNTY LEGAL SECRETARIES DAY IN COURT" IN THE CITY OF GRAND JUNCTION

PROCLAMATION DECLARING OCTOBER, 1991, AS "BREAST CANCER AWARENESS MONTH" IN THE CITY OF GRAND JUNCTION

APPOINTMENTS TO THE GRAND JUNCTION/MESA COUNTY RIVERFRONT COMMISSION - THREE-YEAR TERMS

Upon motion by Councilman Baughman, seconded by Councilman Theobold and carried, Brad Loucks, Ken Nesbitt and R.T. Mantlo were appointed to three-year terms on the Grand Junction/Mesa County Riverfront Commission, and Ward Scott was reappointed to a three-year term on the Commission.

DOMESTIC VIOLENCE AWARENESS MONTH

Councilman Nelson stated that the month of October has also been declared "Domestic Violence Awareness Month". He informed Council and the audience that one third of the emergency admissions at our local St. Mary's Hospital are a direct result of domestic violence in our area.

RECOGNITION OF BOY SCOUT CURTIS BENNETT FROM TROOP 341

CONSIDERATION OF BIDS - AWARD OF CONTRACTS

One 5-Ton Dump Truck for Streets Department - Fuoco Motor Company  
- \$44,664.31

Purchase and Installation of Five (5) Snow Plows and a V-Box  
Material Spreader - Booth Rouse - \$48,039.00

Front-End Loader Equipped with a Snowblower (Price Includes Mobile  
Radio) - Century Equipment - \$109,469.00

VCB Advertising Renewal Contract with Tashiro Marketing &  
Advertising in the amount of \$230,000 for the Period September 1,  
1991 - August 31, 1992

Jarvis Property 4,159 Feet of Six-Foot Fencing - J & S Fence  
Company of Grand Junction - \$16,000.00

Upon motion by Councilman Theobold, seconded by Councilman  
Bessinger and carried by roll call vote, the bids on the above  
contracts were accepted and awarded as noted, and the City Manager  
was authorized to sign said Contracts.

RESOLUTION NO. 60-91 CONCERNING A 1992 GRANT CONTRACT WITH THE  
COLORADO DEPARTMENT OF TRANSPORTATION WHICH PROVIDES FOR DUI  
ENFORCEMENT PROGRAM FUNDING AND AUTHORIZES THE MAYOR TO SIGN SAID  
GRANT CONTRACT

The following Resolution was presented and read: (Full copy in  
P.R.). Upon motion by Councilman Theobold, seconded by Councilman  
Bessinger and carried by roll call vote, the Resolution was passed  
and adopted as read.

SOLE SOURCE PURCHASE OF THE "SCAN" WEATHER FORECASTING SYSTEM -  
SURFACE SYSTEMS, INC. - \$29,346.00 PLUS A COMPU ADD MODEL 212  
COMPUTER (286/MHz) AND TWO MODEMS OFF THE STATE AWARD CONTRACT FOR  
\$1,361.00 - TOTAL COST \$30,707.00

This item was removed from the Consent Agenda at the request of  
Councilman Baughman.

Public Works Director Jim Shanks reviewed this item stating that  
in the past the City has expended approximately \$150,000 per year  
on snow removal. Much of this figure represents overtime costs. He  
has estimated that the proposed system will pay for itself in a  
period of two years.

Upon motion by Councilman Theobold, seconded by Councilman McCurry  
and carried, the Sole Source Purchase of the "SCAN" Weather  
Forecasting System with Surface Systems, Inc. plus a CompuAdd  
Model 212 Computer (186/MHz) and two modems off the State Award  
Contract totaling \$30,707 was approved.

ORDINANCES ON FINAL PASSAGE

Proofs of Publication on the following Ordinances proposed for final passage have been received and filed. Copies of the Ordinances proposed for final passage were submitted to the City Council prior to the meeting.

ORDINANCE NO. 2538 - ZONING DIAMOND SHAMROCK ANNEXATION NO. 2 TO LIGHT COMMERCIAL (C-1), LOCATED ON THE SOUTHEAST CORNER OF 29 ROAD AND NORTH AVENUE - CONTAINING 0.62 ACRE

Upon motion by Councilman Bennett, seconded by Councilman Theobold and carried, the following entitled proposed ordinance was called up for final passage and read by title only: ZONING CERTAIN LANDS ANNEXED TO THE CITY LOCATED ON THE SOUTHEAST CORNER OF NORTH AVENUE AND 29 ROAD.

There were no comments. Upon motion by Councilman McCurry, seconded by Councilman Baughman and carried by roll call vote, the Ordinance was passed, adopted, numbered 2538, and ordered published.

ORDINANCE NO. 2539 - ZONING FOUNTAINHEAD ANNEXATION TO PLANNED RESIDENTIAL 12 UNITS PER ACRE (PR-12) AND RESIDENTIAL SINGLE-FAMILY-RURAL (RSF-R), LOCATED NORTH OF G ROAD BETWEEN 24 AND 25-1/4 ROADS - CONTAINING 136.22 ACRES

Upon motion by Councilman Bennett, seconded by Councilman Theobold and carried, the following entitled proposed ordinance was called up for final passage and read by title only: ZONING CERTAIN LANDS ANNEXED TO THE CITY LOCATED NORTH OF G ROAD BETWEEN 24 AND 25-1/4 ROADS.

There were no comments. Upon motion by Councilman Theobold, seconded by Councilman Nelson and carried by roll call vote, the Ordinance was passed, adopted, numbered 2539, and ordered published.

RESOLUTION NO. 60-91

A RESOLUTION APPROVING THE LAW ENFORCEMENT ASSISTANCE FUND (LEAF) CONTRACT L-22-92

WHEREAS, the City of Grand Junction, on behalf of the Grand Junction Police Department, has submitted an application to the Colorado Department of Transportation, Office of Transportation Safety for funding a LEAF project for the prevention of drunken driving and the enforcement of laws pertaining to the driving under the influence of alcohol or other drugs, pursuant to Section 43-4-401 through 404, CRS and pursuant to LEAF rules at 2CCR 602.1; and

WHEREAS, the State has approved the application and has prepared LEAF Contract L-22-92 which requires the City of Grand Junction to provide certain matching funds for this project; and

WHEREAS, the City of Grand Junction has the authority and responsibility to fund the Grand Junction Police Department and to sign contracts on behalf of the Grand Junction Police Department; and

WHEREAS, LEAF Contract L-22-92, which requires the local agency to provide matching funds in the amount of \$4,431.00, has been presented to the City of Grand Junction for approval; and

WHEREAS, a resolution by the City Council of the City of Grand Junction has formally approved the LEAF Contract, obligated the required local match funds, and authorized the proper signature to be affixed to the Contract indicating such approval;

NOW THEREFORE, BE IT RESOLVED, that the City of Grand Junction hereby approves the term, conditions and obligations of LEAF Contract L-22-92, obligates sufficient local funds to satisfy the local funding requirements of the Contract, and hereby authorizes the City Manager, Mark K. Achen, to sign the LEAF Contract on behalf of the City of Grand Junction.

PASSED and ADOPTED this 2nd day of October, 1991.

Conner W. Shepherd

Conner W. Shepherd  
President of the Council

ATTEST:

Neva B. Lockhart, CMC  
City Clerk

DEPARTMENT OR AGENCY NUMBER L-22-92

CONTRACT ROUTING NUMBER

CONTRACT

THIS CONTRACT, Made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, by and between the State of Colorado, for the use and benefit of the Colorado Department of Transportation, Office of Transportation Safety, 4201 East Arkansas Avenue, Denver, Colorado 80222 (hereinafter referred to as "the State") and the City of Grand Junction, for the Grand Junction Police Department, 625 Ute Avenue, Grand Junction, CO 81501 (hereinafter referred to as "the Contractor").

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment in Fund

Number 2001, G/L Account Number 55906, Contract Encumbrance Number 08528; and

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

WHEREAS, the Legislature has created the Law Enforcement Assistance Fund (LEAF) for the prevention of drunken driving (43-4-401 through 43-4-404, CRS, replacement edition); and

WHEREAS, LEAF has been established to provide funds to aid in the prevention of drunken driving and the enforcement of laws pertaining to driving under the influence of alcohol and drugs; and

WHEREAS, pursuant to section 43-4-404, C.R.S., the State desires to allocate LEAF funds to local authorities (cities and counties) to benefit the health and safety of persons in Colorado by the implementation of local programs developed by the local authorities for drunken driving prevention and law enforcement improvements; and

WHEREAS, the Contractor has submitted a LEAF project funding Application, which has been approved by the State; and

WHEREAS, the Contractor has established a qualified program, consistent with current State Highway Safety rules at 2CCR 602-1, to coordinate efforts to prevent drunken driving and to enforce laws pertaining to driving under the influence of alcohol and drugs within its jurisdiction; and

WHEREAS, the Contractor has available the technical ability to properly perform the project as described in the Application and to address the LEAF objectives of the Legislature; and

WHEREAS, this Contract is executed by the State under authority of 29-1-203, 43-1-106, 43-4-402 and 403, and 24-42-103 CRS, and by the Contractor under sections 29-1-203 and 30-11-101, 31-15-101 CRS or home rule charter, as applicable, together with the attached resolution.

NOW THEREFORE, it is hereby agreed as follows:

1. The Contractor's approved LEAF Application, the LEAF Contract Management Manual dated December 1, 1990 and LEAF Application Guidelines dated July, 1987, the State Highway Safety Rules at 2CCR 602-1, and Attachments A, B and C are incorporated herein by this reference as terms and conditions of this contract. The Contractor acknowledges that it has received copies of the LEAF Contract Management Manual, the Application Guidelines, and the State Highway Safety Rules. The Contractor shall comply with all terms and conditions of this Contract. In the event of a conflict between the terms of this Contract and the terms of the incorporated materials, the following priority shall be used to

resolve such conflict:

- A. State Highway Safety Rules; then
- B. This Contract; then
- C. LEAF Contract Management Manual and Guidelines; then
- D. Attachments A, B, C, in that order; then
- E. Approved Application.

2. The Contractor shall carry out the program and perform the activities which are specifically described in the approved Application and are generally described in Attachment A.

3. The Contractor shall submit quarterly reports to the State detailing the performance of this Contract according to the reporting criteria described in Attachment B.

4. Project Funding Provisions. This Contractor shall perform the project work. The total budget amount authorized by this Contract for the actual costs of the project work is \$36,431, as described in Attachment C. The State and the Contractor shall participate in the payment of this total budget amount, as provided herein.

The State shall use LEAF funds exclusively to pay for 88% of the actual costs incurred by the Contractor for the project work up to the State's maximum share amount of \$32,000 (88% of \$36,431). Provided, however, that the State's maximum share shall not exceed the amount of \$32,000 for any reason, including if the Contractor voluntarily pays more than the minimum match amount required of the Contractor under this contract, unless this contract is supplemented in writing to that effect prior to the incurring of any cost in excess of the total budget amount.

The Contractor shall provide a minimum match share of \$4,431 (12% of \$36,431) either in payment of actual costs incurred for the project work or in the form of in-kind services which are directly related to the enforcement of laws pertaining to driving under the influence of alcohol or other drugs as described in the project. It is anticipated that the Contractor may voluntarily provide either payment of actual costs or in-kind services exceeding its minimum match requirement in order to establish the project on a permanent basis, provided that it is expressly understood that any such voluntary payment or services shall not increase the State's maximum share under this contract. In addition, if the Contractor fails to provide the total amount of its minimum match share the State's obligation to pay its percentage share shall be reduced in direct proportion to the extent of such failure, so that the State's obligation will be reduced \$88 for each \$12 (88%-12%) the Contractor fails to provide.

If the Contractor incurs project costs which exceed the Attachment C budget amount without first increasing that amount by written contract amendment, the Contractor shall be solely responsible for the payment of such excess costs. The State share of the total budget amount will be provided solely from LEAF funds. Any

obligation of the State under this Contract is contingent both upon LEAF funds being available for this Contract and upon the Contractor providing its minimum share. The State will pay the Contractor for the State's share of actual costs incurred on a monthly or quarterly basis, subject to prior review and approval by the State of work performance and pursuant to payment procedures contained in the LEAF Contract Manual. The Contractor shall maintain an itemized accounting of all billings and other records to support all costs charged to the Contract and shall present same to the State upon request.

The obligation of the Contractor for all or any part of the payment obligations set out herein shall only extend to monies duly and lawfully appropriated for the purpose of this Contract by the Governing Body of the Contractor. The Contractor hereby represents and warrants that the monies to pay for the Contractor's obligations described herein have been legally appropriated for the purpose of this Contract. The Contractor shall adopt a resolution approving this Contract, obligating the necessary monies to pay for its share of costs or in-kind services, and authorizing a signatory to execute this Contract. A copy of such resolution shall be attached to and made a part of this Contract.

The total budget amount of this Contract is \$36,431.00. The State and Contractor shall participate in the payment of this amount:

A. State's maximum share (from LEAF) \$32,000  
B. Contractor's share \$4,431  
TOTAL AMOUNT \$36,431

5. The effective date of this contract shall be the date the Controller of the State of Colorado approves this contract, or such later date specified herein. The term of the Contract shall begin January 1, 1992, and shall terminate on December 31, 1992.

6. The Contractor agrees that any subcontracts entered into by the Contractor under this Contract must meet all applicable State and Federal requirements and must be approved by the Office of Transportation Safety prior to execution by the Contractor.

7. a) Termination Due to Loss of Funding. The parties hereto expressly recognize that the Contractor is to be paid, reimbursed, or otherwise compensated solely with certain funds provided to the State for the purpose of contracting for the services provided for herein. Therefore, the Contractor expressly understands and agrees that all its rights, demands and claims to compensation arising under this Contract are contingent upon receipt of such funds by the State. In the event that such funds or any part thereof are not received by the State, the State or Contractor may immediately terminate this Contract.

b) Termination for Cause. If, through any cause, either party shall fail to fulfill in a timely and proper manner the

obligations under this Contract, or if either party shall violate any of the covenants, agreements or stipulations of this Contract, the non-breaching party shall thereupon have the right to terminate this Contract for cause by giving written notice to the breaching party such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the breaching party shall not be relieved of liability to the non-breaching party for any damages sustained by the non-breaching party by virtue of a breach of the Contract by the breaching party, and the State may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the State from the Contractor is determined, if the Contractor is a breaching party.

c) Termination for Convenience. Either party may terminate this Contract at any time that it determines that the purpose of the distribution of monies under the Contract would no longer be served by completion of the Project. Such party shall effect such termination by giving written notice of termination to the other party and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.

8. The Contractor shall adopt a resolution substantially in the form presented by the State, which approves this Contract, obligates the necessary local funds, and authorizes the execution of this Contract.

9. The Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither the Contractor nor any agent or employee of the Contractor shall be deemed to be an agent or employee of the State. The Contractor shall pay, when due, all required employment taxes and compensation (and show proof of such insurance) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the Contractor, its employees and agents.

10. The Special Provisions are attached hereto and hereby made a part hereof as terms and conditions of this contract.

IN WITNESS WHEREOF, the parties hereto have caused the foregoing contract to be executed by their duly authorized officers the day and year first above written.

ATTEST



STATE OF COLORADO  
ROY ROMER, GOVERNOR

\_\_\_\_\_  
Chief Clerk  
Department of Transportation

By

\_\_\_\_\_  
A. RAY CHAMBERLAIN  
Executive Director  
Department of Transportation

CITY OF GRAND JUNCTION

By Mark K. Achen

\_\_\_\_\_  
Mark K. Achen  
City Manager

By

\_\_\_\_\_  
JOHN E. CONGER  
Director  
Office of Transportation Safety

By

\_\_\_\_\_  
Darold Sloan  
Chief of Police

APPROVED AS TO FORM:

Dan E. Wilson

\_\_\_\_\_  
Dan Wilson  
City Attorney

ATTEST

\_\_\_\_\_  
Neva Lockhart  
City Clerk

APPROVALS

CLIFFORD W. HALL  
State Controller

GALE NORTON  
Attorney General

By

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By

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BARRY B. RYAN  
Assistant Attorney General  
Natural Resources Section

#### SPECIAL PROVISIONS

#### CONTROLLER'S APPROVAL

1. This contract shall not be deemed valid until it shall have been approved by the Controller of the State of Colorado or such assistant as he may designate. This provision is applicable to any contract involving the payment of money by the State.

#### FUND AVAILABILITY

2. Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

#### BOND REQUIREMENT

#### INDEMNIFICATION

4. To the extent authorized by law, the contractor shall indemnify, save and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

#### DISCRIMINATION AND AFFIRMATIVE ACTION

5. The contractor agrees to comply with the letter and spirit of the Colorado Antidiscrimination Act of 1957, as amended, and other applicable law respecting discrimination and unfair employment practices (24-34-402. CRS 1982 Replacement Vol.), and as required by Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975. Pursuant thereto, the following provisions shall be contained in all State contracts or subcontracts.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age. The contractor will take affirmative

action to insure that applicants are employed, and that employees are treated during employment, without regard to the above mentioned characteristics. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; lay-offs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth provisions of this non-discrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age.

(3) The contractor will send to each labor union or representative of workers with which he has collective bargaining agreement or other contract or understanding, notice to be provided by the contracting officer, advising the labor union or workers' representative of the contractor's commitment under the Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975, and of the rules, regulations, and relevant Orders of the Governor.

(4) The contractor and labor unions will furnish all information and reports by Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, and by the rules, regulations and Orders of the Governor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the office of the Governor or his designee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(5) A labor organization will not exclude any individual otherwise qualified from full membership rights in such labor organizations, or expel any such individual from membership in such labor organization or discriminate against any of its members in the full enjoyment of work opportunity, because of race, creed, color, sex, national origin, or ancestry.

(6) A labor organization, or the employees or members thereof will not aid, abet, incite, compel or coerce the doing of any act defined in this contract to be discriminatory or obstruct or prevent any person from complying with the provisions of this contract or any order issued thereunder; or attempt either directly or indirectly, to commit any act defined in this contract to be discriminatory.

(7) In the event of the contractor's non-compliance with the non-discrimination clause of this contractor or with any of such

rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further State contracts in accordance with procedures, authorized in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975 and the rules, regulations, or orders promulgated in accordance therewith, and such other sanctions as may be imposed and remedies as may be invoked as provided in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, or by rules, regulations, or orders promulgated in accordance therewith, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraph (1) through (8) in every sub-contract and subcontractor purchase order unless exempted by rules, regulations, or orders issued pursuant to Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any sub-contracting or purchase order as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with the subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the State of Colorado to enter into such litigation to protect the interest of the State of Colorado.

#### COLORADO LABOR PREFERENCE

6a. Provisions 8-17-101 & 102, CRS for preference of Colorado labor are applicable to this contract if public works within the State are undertaken hereunder and are financed in whole or in part by State funds.

b. When construction contract for a public project is to be awarded to a bidder, a resident bidder shall be allowed a preference against a non-resident bidder from a state or foreign country equal to the preference given or required by the state or foreign country in which the non-resident bidder is a resident. If it is determined by the officer responsible for awarding the bid that compliance with this subsection .06 may cause denial of federal funds which would otherwise be available or would otherwise be inconsistent with requirements of federal law, this subsection shall be suspended, but only to the extent necessary to prevent denial of the moneys or to eliminate the inconsistency with federal requirements (section 8-19-101 and 103, CRS).

#### GENERAL

7. 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 contract. Any provision of this contract 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 contract to the extent that the contract is capable of execution.

8. At all times during the performance of this Contract, the Contractor shall strictly adhere to all applicable federal and state laws, rules and regulations that have been or may hereafter be established.

9. 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), CRS 1978 Replacement Vol., and that no violation of such provisions is present.

10. The signatories aver that to their knowledge, no state employee has a personal or beneficial interest whatsoever in the service or property described herein:

COLORADO DEPARTMENT OF HIGHWAYS  
DIVISION OF HIGHWAY SAFETY

LEAF CONTRACT ATTACHMENT A

LEAF OBJECTIVE PLAN

LEAF Project # L-22-92

Responsible Agency Grand Junction P.D.

Contract Period 1-1-92 through 12-31-92

Project Coordinator Sergeant Lynden Benoit

LEAF Objective: L-22-92 To increase and improve the enforcement of the laws pertaining to alcohol and drug related traffic offenses by performing the activities described in the Approved Application and summarized below.

Activity #	Activity Description
1	Provide officers throughout the term of this contract to perform DUI enforcement activity within the City of

	Grand Junction as stated in the Approved Application.
2	Make all reasonable efforts to increase the DUI alcohol and drug arrests within the Grand Junction P.D. to a level of 430 during 1992.
3	Purchase a DUI enforcement vehicle with related equipment and have it operational by May 1, 1992.

COLORADO DEPARTMENT OF HIGHWAYS  
DIVISION OF HIGHWAY SAFETY

LEAF CONTRACT ATTACHMENT B

LEAF REPORTING CRITERIA

LEAF Project # L-22-92

1). Each quarter the Contractor shall submit a report to the Office of Transportation Safety in accordance with the LEAF Contract Management Manual. The Quarterly Report will state all activity accomplishments during the reporting period.

2). In addition to the required reporting criteria above, the Office of Transportation Safety requests the Contractor to voluntarily submit data on the type of traffic violation which ultimately resulted in DUI arrests, and on the number of vehicle drivers who are stopped and are not in compliance with the safety belt law (CRS 42-4-236).

3) Upon completion of all LEAF activity the Grand Junction P.D. shall submit a Final Report in accordance with the LEAF Contract Management Manual.

COLORADO DEPARTMENT OF HIGHWAYS  
DIVISION OF HIGHWAY SAFETY

LEAF PROJECT FINANCIAL BUDGET (Contract attachment C)

LEAF project # L-22-92 Grand Junction P.D.

REVENUES

		Source of funds
Total cost	LEAF	Local
\$36,431	\$32,000	\$4,431

EXPENSES

Category	Total
Personal services	\$17,886
Operating expenses	\$2,545
Travel expenses	\$-0-
Capital equipment	\$16,000
TOTAL	\$36,431

ORDINANCE NO. 2540 - ZONING FIRST AND PATTERSON ANNEXATION PLANNED BUSINESS 10 UNITS PER ACRE (PR-10), PLANNED BUSINESS (PB) WITH ALLOWANCES AND RESTRICTIONS PER ANNEXATION AGREEMENT, RESIDENTIAL SINGLE-FAMILY 4 UNITS PER ACRE (RSF-4), AND RESIDENTIAL SINGLE-FAMILY-RURAL (RSF-R), LOCATED NORTH AND SOUTH OF PATTERSON ROAD AND WEST OF FIRST STREET - CONTAINING 41.24 ACRES

Councilman Baughman did not discuss nor participate in the vote on this item.

Upon motion by Councilman Bennett, seconded by Councilman Theobold and carried, the following entitled proposed ordinance was called up for final passage and read by title only: ZONING CERTAIN LANDS ANNEXED TO THE CITY LOCATED NORTH AND SOUTH OF PATTERSON ROAD AND WEST OF FIRST STREET.

There were no comments. Upon motion by Councilman Theobold, seconded by Councilman McCurry and carried by roll call vote, the Ordinance was passed, adopted, numbered 2540, and ordered published.

RESOLUTION NO. 61-91 AUTHORIZING REVOCABLE PERMIT TO S.L.

VENTURES, INC., FOR A BURIED IRRIGATION PIPELINE IN THE ROAD  
RIGHT-OF-WAY FOR HORIZON GLEN COURT

The following Resolution was presented and read: (See next page.)

It was recommended that some form of disclosure regarding the buried irrigation pipeline and requirements be included in the Agreement to the property owners at the time of the sale of each lot. Assistant City Attorney John Shaver explained that should this Permit be approved, an Agreement will be executed by S.L. Ventures, Inc. when they are informed of conditions of the Revocable Permit, in addition to the conditions that are contained in the Permit. City Property Agent Tim Woodmansee recommended that the document and plat be recorded with a statement on the plat, and a statement in the covenants for the subdivision be required that refers to the particulars of the Permit, and then reference the recorded document. There would be a general recording of the subdivision as a whole, and a particular recording with each lot within the subdivision. Finally, requiring that the developer, prior to selling any lot, make these disclosures to the prospective purchasers.

Upon motion by Councilman Theobold, seconded by Councilman McCurry and carried by roll call vote with Councilmembers BENNETT and BAUGHMAN voting NO, the Resolution was passed and adopted as amended by Staff recommendations of City Property Agent Tim Woodmansee.

POLICE DEPARTMENT MILL TAILINGS REMOVAL PROJECT

City Manager Mark Achen asked that Council consider the following:

1. Selection of the option of rebuilding the Police Department facility with remodeling proposed by the Police Department;
2. Approving the selection of Chamberlain Architects to actually design the remodeling;
3. Approving the temporary site to which the Police Department would be relocated (Rocky Mountain Health Maintenance Organization building, 2784 Crossroads Boulevard), out of which the Department would operate for approximately 12 months.

Upon motion by Councilman Theobold, seconded by Councilman Bessinger and carried, the above recommendations were approved and the City Manager was authorized to expend up to \$10,000 for design costs by Chamberlain Architects for remodeling of the Police Department.

REQUEST FOR \$30,000 BY WESTERN COLORADO CENTER FOR THE ARTS TO  
COVER 1991 OPERATING DEFICIT

Councilman Bessinger moved that Council give the Western Colorado Center for the Arts a one-time \$30,000 grant which will have to be



matched by the Center for the Arts. The motion lost for lack of a second.

#### RIVERFRONT PROJECT

Councilman Bessinger submitted a proposal regarding the Riverfront Project to place a cap on the dollar amount to be spent on the project from now until such time as an overall plan is in place and estimates have been made. Councilman Theobold suggested that this item be revisited after the City's budget has been reviewed (December 31, 1991), and an informed decision on the cap can be made.

Councilman Bessinger moved that a cap of \$185,000 of spending on the Riverfront Project until such time as there is a planned estimate of the amount to be spent, and sequence of the work to be done has been finalized. The motion was seconded by Councilman Baughman.

Councilman Theobold felt that the Council would have a more accurate figure to deal with and would gain more support if the figure was determined after the budget is approved.

Councilman Nelson recommended that Council direct the Riverfront Commission to come up with a plan of capital spending to work with the State, City and County and other entities to come up with a long-term (20 years) projected budget to present to City Council on or before a date certain. In the meantime, the City Council can make a policy and take a very cautious approach in funding until such time as a plan is adopted for the Riverfront Project.

#### RESOLUTION NO. 61-91

CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO S.L. VENTURES, INC., A COLORADO CORPORATION

WHEREAS, S.L. Ventures, Inc., a Colorado Corporation, represents that it owns that certain real property which has been laid out and surveyed as Horizon Glen Subdivision Filing No. One, a subdivision of a part of the City of Grand Junction, and has petitioned the City Council of the City of Grand Junction, Colorado, for a Revocable Permit to allow the installation of an underground irrigation pipeline within the sewer main and sewer service line trenches in the public right-of-way for Horizon Glen Court as shown on said subdivision plat; and

WHEREAS, the City Council of the City of Grand Junction has determined that such action, if accomplished in accordance with the terms and conditions of the attached Revocable Permit, would not at this time be detrimental to the inhabitants of the City;

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

That the City Manager, on behalf of the City and as the act of the City, is hereby directed to grant the attached Revocable Permit to the above-named Petitioner for the purposes aforescribed and within the public right-of-way aforescribed; SUBJECT, however, to the several terms, conditions and covenants contained in the attached Revocable Permit.

PASSED and ADOPTED this 2nd day of October, 1991.

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

Attest:

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

#### REVOCABLE PERMIT

WHEREAS, S.L. Ventures, Inc., a Colorado Corporation, represents that it owns that certain real property which has been laid out and surveyed as Horizon Glen Subdivision Filing No. One, a subdivision of a part of the City of Grand Junction, and has petitioned the City Council of the City of Grand Junction, Colorado, for a Revocable Permit to allow the installation of an underground irrigation pipeline within the sewer main and sewer service line trenches in the public right-of-way for Horizon Glen Court as shown on said subdivision plat; and

WHEREAS, the City Council of the City of Grand Junction has determined that such action, if accomplished in accordance with the terms and conditions of this Revocable Permit, would not at this time be detrimental to the inhabitants of the City;

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

There is hereby granted to the above named Petitioner a Revocable Permit for the purposes aforescribed and within the public right-of-way aforescribed; provided, however, that the issuance of this Revocable Permit shall be conditioned upon the following:

1. The installation of said underground irrigation pipeline shall not be allowed to commence until the City Engineer has approved the plans and specifications for the same.
2. The Petitioner, by accepting this Revocable Permit, expressly guarantees for itself, its successors and assigns forever, the complete performance of the work through standards acceptable to the City and promises and guarantees that the Petitioner, for itself and its successors and assigns forever, shall be obligated to maintain and make all necessary repairs to said irrigation

pipeline, not the City of Grand Junction. The Petitioner, for itself and its successors and assigns forever, further promises and guarantees that it shall immediately repair, through standards acceptable to the City, any damages caused to the roadway improvements or utilities within Horizon Glen Court should the same become damaged as a result of the irrigation pipeline. The promises and guarantees covered under this Section 2 shall include all repairs and actions needed resulting from said irrigation pipeline, including, but not limited to:

- (a) Defects in workmanship;
- (b) Defects in material;
- (c) Normal wear and tear;
- (d) Settling of fills or excavations;
- (e) Any unauthorized deviations from the approved plans and specifications.

3. The Petitioner, for itself and its successors and assigns forever, agrees that it shall be solely responsible for the immediate repair of said irrigation pipeline should the same become damaged as a result of the degeneration, failure, repair, replacement or maintenance of the roadway improvements or utilities within Horizon Glen Court.

4. In the event the Petitioner, its successors or assigns fails to make any such immediate repair to the irrigation pipeline, roadway improvements and utilities within Horizon Glen Court as set forth herein, then the City may make such repairs and the Petitioner agrees, for itself and its successors and assigns, to timely pay and reimburse the City for all reasonable costs incurred by the City in making such repairs.

5. The Petitioner, for itself and its successors and assigns forever, promises and guarantees that all future repair, replacement and maintenance work conducted by and through the Petitioner within the public right-of-way for Horizon Glen Court shall be accomplished in strict conformance with City Ordinance No. 2497.

6. The Petitioner, for itself and its successors and assigns forever, agrees that it will not hold, nor attempt to hold, the City liable for any damages caused to the facilities to be installed by the Petitioner, or any other property of the Petitioner or any other person, as a result of the City or any other Public Utility's maintenance or future installation of roadway improvements or public utilities within the aforescribed public right-of-way. This Revocable Permit shall be issued only upon the concurrent execution by the Petitioner of an agreement that the Petitioner will save and hold the City, its officers, employees and agents harmless from, and indemnify the City, its

officers, employees and agents, any claims or causes of action however stated arising out of the encroachment or use granted, and that upon revocation of this Permit by the City the Petitioner will, within thirty (30) days of notice of revocation, peaceably surrender said right-of-way to the City and, at its own expense, remove any encroachment so as to restore the right-of-way to a condition as if originally constructed without the irrigation pipeline.

7. The Petitioner acknowledges and agrees that, prior to any real estate transaction involving property in Horizon Glen Subdivision, all potential owners of property in Horizon Glen Subdivision should be provided with constructive notice of this Revocable Permit and each and every condition and requirement contained herein. To effectuate this objective, the Petitioner agrees that it will accept the obligation of and diligently proceed with the following actions:

(1) The official recorded plat for Horizon Glen Subdivision Filing No. 1, and any Replat or additional filing thereof, shall contain the following statement: "The facility providing irrigation water to this development is located within the sewer main and sewer service line trenches in the public right-of-way for Horizon Glen Court. The City Council of the City of Grand Junction allowed the said installation under the expressed conditions of a Revocable Permit issued under City Resolution 64-91 as passed and adopted on October 2, 1991."

(2) The Protective Covenants for Horizon Glen Subdivision, Filing No. 1, and any Replat or additional filing thereof, shall contain the following statement: "The facility providing irrigation water to this development is located within the sewer main and sewer service line trenches in the public right-of-way for Horizon Glen Court. The City Council of the City of Grand Junction allowed the said installation under the expressed conditions of a Revocable Permit issued under City Resolution 64-91 as passed and adopted on October 2, 1991. Each and every lot owner shall be obligated to repair and maintain said irrigation facility and shall additionally be obligated to immediately repair all damages caused to the roadway improvements or utilities within Horizon Glen Court should the same become damaged as a result of the irrigation pipeline. In the event each and every lot owner fails to make any such immediate repair to the irrigation pipeline, roadway improvements and utilities within Horizon Glen Court as set forth herein, then the City may make such repairs and each and every lot owner shall timely pay and reimburse the City for all reasonable costs incurred by the City in making such repairs on an equal pro-rated basis."

(3) This Revocable Permit, the foregoing Resolution 61-91, and the following Agreement shall be recorded in the office of the Mesa County Clerk and Recorder prior to the Petitioner conveying any interest in any lot in Horizon Glen Subdivision Filing No. 1.

(4) Prior to conveying any interest in any lot in Horizon Glen Subdivision Filing No. 1, or any Replat or additional filing thereof, the Petitioner shall provide a true copy of this Revocable Permit, the foregoing Resolution 61-91, and the following Agreement to the prospective grantee(s).

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

\_\_\_\_\_  
Mark K. Achen, City Manager

Attest:

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

Acceptance:

S.L. Venture, Inc., a Colorado Corporation

\_\_\_\_\_  
William E. Foster, President

Attest:

\_\_\_\_\_  
Thomas E. Foster, Secretary

#### AGREEMENT

S.L. Ventures, Inc., a Colorado Corporation, hereby agrees that it will abide by each and every condition contained in the foregoing Permit; that it shall indemnify the City of Grand Junction, its officers, employees and agents and hold it, its officers, employees and agents harmless from all claims and causes of action as recited in said Permit; and that upon revocation of said Permit, it agrees to within thirty (30) days peaceably surrender said public right-of-way to the City and, at its own expense, remove any encroachment so as to restore the right-of-way to its original condition.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

S.L. Ventures, Inc., a Colorado Corporation

\_\_\_\_\_  
William E. Foster, President

Attest:

\_\_\_\_\_  
Thomas E. Foster, Secretary

STATE OF COLORADO	)	
	)	SS.
COUNTY OF MESA	)	

The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1991, by William E. Foster as President, and Thomas E. Foster as Secretary, S.L. Ventures, Inc., a Colorado corporation.

Witness my hand and official seal.

My Commission expires: \_\_\_\_\_

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

A vote was taken on the motion with the following result:

Those voting AYE: BESSINGER

Those voting NO: BENNETT, BAUGHMAN, NELSON, THEOBOLD, MC CURRY, SHEPHERD.

Councilman Bessinger withdrew his motion. Councilman Baughman withdrew his second.

It was moved by Councilman Nelson and seconded by Councilman Theobold that:

1. The Council direct the Riverfront Commission to prepare a long-term plan for the Riverfront area between Palisade and Fruita as it relates to the City of Grand Junction, the County, and the State, to include future capital projects, maintenance, administration obligations, and funding sources, said plan to be completed by December 31, 1993; and
2. Funding for current projects now underway may continue but no new projects to be introduced until after December, 1991; and
3. After the budget is established in December, the Council may

vote regarding the possibility of a cap on future expenditures.

The motion carried with President of the Council SHEPHERD voting NO.

ADJOURNMENT

Upon motion by Councilman McCurry, seconded by Councilman Bessinger and carried, the meeting was adjourned.

Neva B. Lockhart, CMC

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Neva B. Lockhart, CMC  
City Clerk