

**GRAND JUNCTION CITY COUNCIL  
CITY HALL AUDITORIUM, 250 NORTH 5<sup>TH</sup> STREET  
AGENDA**

**WEDNESDAY, JUNE 6, 2001, 7:30 P.M.**

**CALL TO ORDER**

Pledge of Allegiance  
Invocation - Miriam Greenwald, Lay Leader  
Jewish Community, Congregation Ohr Shalom

**OATH OF OFFICE TO NEWLY PROMOTED POLICE SERGEANT AMY CLYMER**

**PRESENTATION OF CERTIFICATES OF APPOINTMENT TO NEWLY APPOINTED MEMBERS OF THE PLANNING COMMISSION**

**CITIZEN COMMENTS**

**\*\*\* CONSENT CALENDAR \*\*\***

1. **Minutes of Previous Meetings** [Attach 1](#)

*Action: Approve the Summary of the May 14, 2001 Workshop and the Minutes of the Regular Meeting May 16, 2001*

2. **Enhanced 911 Equipment for the Communications Center** [Attach 2](#)

Request for Proposals were solicited and received until March 16, 2001 for the purchase of a 911 Enhanced Communications System with Automatic Numbering Identification and Automatic Location Identification. Proposals were received from the following companies:

Quest/Positron	Colorado Springs, CO/Grand Junction, CO
Quest/Plant	Colorado Springs, CO/Temecula, CA
Motorola/Plant	Englewood, CO/Temecula, CA
911 Inc./Phonz +	Denver, CO

*Action: Approve the Purchase of Enhanced 911 Communications Equipment from Quest/Plant in the Amount of \$344,674*

Staff presentation: Paula Creasy, Communications Center Manager  
John Linko, Communications Center Shift Supervisor

3. **Grant Request for COPS in Schools 2001 Program** [Attach 3](#)

The U.S. Department of Justice is accepting grant requests to provide funds toward salaries and benefits for a School Resource Officer who will be deployed to work in and around schools under the COPS in Schools grant program. This is a Federal Program that will fund up to \$125,000 per officer, over a three-year grant period. The total three-year budget is estimated at \$212,724 which includes a marked police vehicle and related equipment as well as the officer's uniforms and required personal safety equipment. The City's portion will include \$29,347 in matching funds for salaries and benefits and \$58,377 for capital expenditures and associated operating expenses for the three-year grant period.

*Action: Authorize City Manager to Sign the Grant Request for COPS in Schools 2001 Program*

Staff presentation: Harry Long, Police Captain

4. **Wireless Report Writing Software System** [Attach 4](#)

This system is a software solution for mobile wireless data access for the Grand Junction Police Department. By use of pocket radio technology the system provides real-time messaging and data communications among permanent and mobile users. This system is a law enforcement version that includes specialized features designed to improve officer safety, optimize communications efficiency and provide investigative logic field reporting.

*Action: Approve Purchase of One Wireless Report Writing Software System from Vision TEK, Inc., Superior, Colorado, in the Amount of \$80,000*

Staff presentation: Lt. Robert Knight, Division Commander

5. **Zetron Radio Interface Upgrade** [Attach 5](#)

This is an upgrade to the Communication Center's existing Computer Aided Dispatch system. The upgraded software works in conjunction with the Motorola paging equipment in the Communication Center and the individual Grand Junction Fire Stations to allow automatic dispatch notification (toning) for the fire station and a visual indicator for the dispatcher.

*Action: Approve Purchase of One Zetron 6/26 Radio Interface Upgrade for the Grand Junction Communications Center in the Amount of \$29,423*

Staff presentation: Paula Creasy, Communications Manager

6. **Accepting Grant from the Colorado State Emergency Medical Services for Funding of New Ambulance** [Attach 6](#)

City Council Resolution authorizing acceptance and Mayor's signature on a contract for a Colorado State Emergency Medical Services grant for partial funding of a replacement ambulance for the Grand Junction Fire Department. The Grand Junction Fire Department is requesting acceptance of the \$34,200 matching grant.

Resolution No. 55 -01 - A Resolution Accepting a Colorado State Emergency Medical Services Grant and Approving the Associated Contract

*\*Action: Adopt Resolution No. 55 -01*

Staff presentation: Jim Bright, GJFD Operations Chief  
John Howard, GJFD EMS Coordinator

7. **29 Road Improvements, Phase 1 – Utilities** [Attach 7](#)

The following bids were received on May 25, 2001:

<u>Contractor</u>	<u>From</u>	<u>Bid Amount</u>
M.A. Concrete Construction, Inc.	Grand Junction	\$1,082,318.50
RW Jones Construction, Inc.	Fruita	\$1,155,535.75
Sorter Construction, Inc.	Grand Junction	\$1,209,705.00

Engineer's Estimate \$1,286,545.00

*Action: Award Contract for 29 Road Improvements, Phase 1 – Utilities to M.A. Concrete Construction, Inc. in the Amount of \$1,082,318.50*

Staff presentation: Tim Moore, Public Works Manager

8. **2001 New Sidewalk Construction** [Attach 8](#)

The following bids were received on May 29, 2001:

<u>Contractor</u>	<u>From</u>	<u>Bid Amount</u>
Reyes Construction	Grand Junction	\$137,271.25
G and G Paving	Grand Junction	\$130,000.00
BPS Concrete	Grand Junction	\$124,995.27
Vista Paving Corp.	Grand Junction	\$109,970.90

Engineer's Estimate

\$123,029.75

*Action: Award Contract for 2001 New Sidewalk Construction to Vista Paving Corporation in the Amount of \$109,970.90.*

Staff presentation: Tim Moore, Public Works Manager

9. **2002 Regional Transportation Planning Contract** [Attach 9](#)

A joint resolution approving the Regional Transportation Planning Office to accept funds in the amount of \$8500.00 from CDOT. The funds allow the RTPO director to participate in the Statewide Advisory Committee activities.

Resolution No. 56-01 - A Joint Resolution of the County of Mesa and the City of Grand Junction Concerning Adoption of the Fiscal Year 2002 Regional Transportation Planning Contract

*\*Action: Adopt Resolution No. 56-01*

Staff presentation: Tim Moore, Public Works Manager

10. **Amendment to the 2001-2006 Transportation Improvement Program** [Attach 10](#)

Amendments to the TIP are required to reflect the amounts the MPO will request from the Federal Transit Administration prior to submittal of grant applications. The applications include requests for funds for construction of the transit transfer station, purchase of para-transit vehicles, rural transit operating funds, and planning assistance. City of Grand Junction, Mesa County and CDOT Region 3 staff concur with the proposed amendment.

Resolution No. 57-01 - A Joint Resolution of the County of Mesa and the City of Grand Junction Concerning Adoption of Administrative Amendment to the Fiscal Year 2001-2006 Transportation Improvement Program

*\*Action: Adopt Resolution No. 57-01*

Staff presentation: Tim Moore, Public Works Manager

11. **Addendum to the 1998 - 2002 Transit Development Plan** [Attach 11](#)

The Addendum to the 1998-2002 Transit Development Plan is required to qualify for other Federal Transit Administration (FTA) grant funding sources. The Addendum also updates the sections on service provision to more accurately reflect the current level of service. Because the City of Fruita and the Town of Palisade are located outside the federally-designated "urban area," these

additional sources can be accessed to help offset local match requirements to the overall Grand Valley Transit system. The Addendum also updates two sections of the Transit Development Plan on service provision to more accurately reflect the current level of service as approved by the Transit Steering Committee in January of 2000.

Resolution No. 58-01 - A Joint Resolution Concerning the Adoption of the Addendum to the Mesa County Transit Development Plan for 1998-2002

*Action: Adopt Resolution No. 58-01*

Staff presentation: Tim Moore, Public Works Manager

12. **Setting a Hearing on Vacating Portions of Road Right-of-Way for the Legends Subdivision Located at the Intersection of 28½ Road and Patterson Road** [File #VR-2000-238] [Attach 12](#)

The project petitioners are requesting the vacation of two portions of road right-of-way located at the intersection of 28½ Road and Patterson Road and that portion of unimproved 28½ Road right-of-way located north of the Grand Valley Canal.

Proposed Ordinance Vacating the Portions of 28½ Road Located between Patterson Road and the Grand Valley Canal

*Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for June 20, 2001*

Staff presentation: Pat Cecil, Development Services Supervisor

**\*\* END OF CONSENT CALENDAR \*\*\***

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**\*\* ITEMS NEEDING INDIVIDUAL CONSIDERATION \*\*\***

13. **Public Hearing - 2001 Five-Year Consolidated Plan Which Includes the Annual Action Plan for the 2001 CDBG Program Year** [Attach 13](#)

This public hearing is to receive public testimony regarding the City's 2001 Five-Year Consolidated Plan which must be submitted to HUD prior to the start of the City's 2001 CDBG Program Year.

Resolution No. 59-01 - A Resolution Adopting the 2001 Five-Year Consolidated Plan for the Grand Junction Community Development Block Grant (CDBG) Program

*\*Action: Adopt Resolution No. 59-01 and Authorize the City Manager or his designee to be the designated certifying official for the City of Grand Junction for all signatures required by HUD as part of being a CDBG Entitlement recipient*

Staff presentation: David Thornton, Principal Planner

14. **Public Hearing - Vacating Right-of-Way at 859 Struthers Avenue (High Side Brewery)** [File #VR-2001-082] [Attach 14](#)

Second reading and public hearing for the ordinance to vacate a right-of-way for the High Side Brewery located at 859 Struthers Avenue.

Ordinance No. 3350 – An Ordinance Vacating Right-of-Way Located at 859 Struthers Avenue (High Side Brewery)

*\*Action: Adopt Ordinance No. 3350 on Second Reading*

Staff presentation: Pat Cecil, Development Services Supervisor

15. **Public Hearing - Grand Meadows Annexation Located at 30 Road and Gunnison Avenue** [File #ANX-2001-080] [Attach 15](#)

Resolution for acceptance of petition to annex/second reading of the annexation ordinance for the Grand Meadows Annexation located at 30 Road and Gunnison Avenue, and including a portion of 30 Road right-of-way.

**a. Resolution Accepting Petition**

Resolution No. 60-01 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as Grand Meadows Annexation is Eligible for Annexation, Located at 30 Road and Gunnison Avenue and Including a Portion of the 30 Road Right-of-Way

*\*Action: Adopt Resolution No. 60-01*

**b. Annexation Ordinance**

Ordinance No. 3351 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Grand Meadows Annexation, Approximately 9.65 Acres Located at 30 Road and Gunnison Avenue and Including a Portion of the 30 Road Right-of-Way

*\*Action: Adopt Ordinance No. 3351 on Second Reading*

Staff presentation: Lisa Gerstenberger, Senior Planner

16. **Public Hearing – C & K Annexation Located at 2521 River Road** [Attach 16](#)  
[File #ANX-2001-092]

Resolution of acceptance of petition to annex/second reading of the annexation ordinance for the C & K Annexation located at 2521 River Road.

**a. Resolution Accepting Petition**

Resolution No. 61–01 – A Resolution Accepting Petitions for Annexation, Making Certain Findings, Determining that Property Known as C & K Annexation is Eligible for Annexation, Located at 2521 River Road

*\*Action: Adopt Resolution No. 61–01*

**b. Annexation Ordinance**

Ordinance No. 3352 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, C & K Annexation, Approximately 9.935 Acres Located at 2521 River Road

*\*Action: Adopt Ordinance No. 3352 on Second Reading*

Staff presentation: Lisa Gerstenberger, Senior Planner

17. **Public Hearing - Zoning C & K Annexation Located at 2521 River Road** [Attach 17](#)  
[File #ANX-2001-092]

Second reading of the zoning ordinance to zone the C&K Annexation Light Industrial, I-1, and Community Services and Recreation, CSR, located at 2521 River Road.

Ordinance No. 3353 – An Ordinance Zoning the C & K Annexation to Light Industrial, I-1 Zone District, and CSR Zone District, Located at 2521 River Road

*\*Action: Adopt Ordinance No. 3353 on Second Reading*

Staff presentation: Lisa Gerstenberger, Senior Planner

18. **Lease-Purchase for Fire Equipment** [Attach 18](#)

This lease-purchase arrangement allows the EMS Foundation to address various technical requirements of the Internal Revenue Code by Wells Fargo Bank leasing to the City of Grand Junction twelve necessary pieces of fire equipment, including several vital fire engines. While the City and Wells Fargo will enter into the lease-purchase agreement, the EMS Foundation is obligated to make the

annual payments, and to guarantee all payments to the Bank, so that the City is not obligated.

Resolution No. 62-01 - A Resolution Authorizing Either the Mayor or the City Manager to Execute a Lease-Purchase Agreement and Related Documents for Fire Engines and Other Equipment

*\*Action: Adopt Resolution No. 62-01*

Staff presentation: Ron Lappi, Administrative Services Director  
Dan Wilson, City Attorney

19. **NON-SCHEDULED CITIZENS & VISITORS**
20. **OTHER BUSINESS**
21. **ADJOURNMENT**



## Attach 1

### GRAND JUNCTION CITY COUNCIL WORKSHOP

May 14, 2001

The City Council of the City of Grand Junction, Colorado, met on Monday, May 14, 2001 at 7:04 in the City Hall Auditorium to discuss workshop items. Those present were Harry Butler, Dennis Kirtland, Bill McCurry, Jim Spehar, Reford Theobold, Janet Terry and President of the Council Pro Tem Cindy Enos-Martinez.

#### Summaries and action on the following topics:

1. **STRATEGIC PLAN** – City Manager Arnold asked Council to schedule a date in July now that they can meet and review the results of the citizen survey. He also asked Council for their feedback on his proposal. The results of the survey can be used for both Council goals and budgeting.

**Action Summary:** Council was supportive of the citizen survey and desired to set a date for a team building session in June or July. A date following the Community Visioning was also discussed for sometime in September.

2. **FURTHER DISCUSSION REGARDING THE CULTURAL PLAZA** - The name decision was to occur after some consideration by Council. Councilmember Theobold related the ideas from the previous discussion and new ideas were brought forth. (Cultural Historical Plaza, Foundations of Law and Liberty, Liberty Plaza, Foundation Stones of Our Nation, The Cornerstones of Law and Liberty). Council then discussed methods of recognizing contributors.

**Action Summary:** For recognition of contributors, Council was not ready to make a decision so that item was removed from the agenda. The name decision will stay on Wednesday's agenda.

3. **DISCUSSION OF FUTURE WORKSHOPS, COUNCIL ASSIGNMENTS AND COUNCIL OPERATIONS:** Council will discuss scheduling items for future workshops, Council assignments to various boards and day to day operations of the City Council.

**Action Summary:** Council scheduled a workshop for July 9<sup>th</sup> followed by a rescheduled Council meeting on July 11<sup>th</sup>. Council reviewed several future workshop items and tentatively scheduled several. Council laid out board assignments. Then Council discussed interest in Mayor and Mayor Pro Tem positions and discussed the election method to take place on Wednesday night.

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

**May 16, 2001**

The City Council of the City of Grand Junction, Colorado, convened into regular session the 16th day of May, 2001, at 7:34 p.m. at the City Hall Auditorium, 250 N. 5<sup>th</sup> Street. Those present were Harry Butler, Dennis Kirtland, Bill McCurry, Jim Spehar, Janet Terry, Reford Theobold and President of the Council Pro Tem Cindy Enos-Martinez. Also present were City Manager Kelly Arnold, City Attorney Dan Wilson, and City Clerk Stephanie Nye.

Council President Pro Tem Enos-Martinez called the meeting to order and Councilmember Theobold led in the Pledge of Allegiance. The audience remained standing during the invocation by Reverend Scott Hogue, First Baptist Church.

**PRESENTATION OF DISTINGUISHED BUDGET AWARD AND CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING TO BUDGETING AND ACCOUNTING MANAGER LANNY PAULSON AND ACCOUNTING SUPERVISOR KIM MARTENS**

**PROCLAMATION DECLARING MAY 20-26, 2001, AS "EMERGENCY MEDICAL SERVICES WEEK" IN THE CITY OF GRAND JUNCTION**

**APPOINTMENT TO THE GRAND JUNCTION PLANNING COMMISSION**

Upon motion by Councilmember Terry, seconded by Councilmember Spehar and carried, Mike Denner was appointed to the Planning Commission.

**APPOINTMENT OF FIRST ALTERNATE FOR THE PLANNING COMMISSION**

Upon motion by Councilmember Terry, seconded by Councilmember Spehar and carried, J. Creighton Bricker was appointed as First Alternate to the Planning Commission.

**ELECTION OF MAYOR AND MAYOR PRO TEM / ADMINISTER OATHS OF OFFICE**

Upon motion by Councilmember Theobold, seconded by Councilmember Spehar and carried unanimously, Cindy Enos-Martinez was elected President of the Council/Ex Officio Mayor.

Through a nomination process and subsequent run-off votes, Councilmember Janet Terry was selected as President of the Council Pro Tem/Ex Officio Mayor Pro Tem.

City Clerk Stephanie Nye administered the oaths of office to President of the Council/Mayor Cindy Enos-Martinez and President of the Council Pro Tem/Mayor Pro Tem Janet Terry.

**REORGANIZATION OF COUNCIL**

Resolution No. 47-01 – A Resolution Appointing and Assigning City Councilmembers to Represent the City on Various Boards and Organizations

Upon motion by Councilmember Theobald, seconded by Councilmember McCurry and carried by roll call vote, Resolution No. 47-01 was adopted.

**CONSENT ITEMS**

Upon motion by Councilmember Terry, seconded by Councilmember McCurry and carried, the following Consent Calendar Items #1 through 7 were approved:

1. **Minutes of Previous Meetings**

*Action: Approve the Minutes of the Regular Meeting May 2, 2001 and the Special Meeting of May 7, 2001*

2. **Riverside Storm Drainage Improvements**

The following bids were received on May 8, 2001:

<u>Contractor</u>	<u>From</u>	<u>Bid Amount</u>
Sorter Construction, Inc.	Grand Junction	\$323,500.00
M.A. Concrete Construction	Grand Junction	\$376,512.15
Spallone Construction	Gunnison	\$415,030.00
R.W. Jones Construction	Fruita	\$435,860.80
Engineer's Estimate		\$374,055.00

*Action: Award Contract for Riverside Storm Drainage Improvements to Sorter Construction, Inc., in the Amount of \$323,500*

3. **Vacating Easements in the Grand Mesa Shopping Center, Located at 565 25 Road** [File #FP-2001-087]

The applicant requests to vacate any interest the City may have in several private easements located within or adjacent to property to be developed as the Grand Mesa Center. The easements include a stormwater retention and drainage

easement on Kenwood Grove Minor Subdivision and two non-exclusive easements for a private road and utilities within the Kenwood Grove Condominium. These easements will also be vacated by deed by the respective private parties.

- (1) Resolution No. 48-01 – A Resolution Vacating a Drainage and Stormwater Easement on Lot 1, Kenwood Grove Minor Subdivision, Located at 565 25 Road
- (2) Resolution No. 49-01 – A Resolution Vacating a Non-Exclusive Easement for Private Road and Utilities across Kenwood Grove Condominium, Located at 565 25 Road

*Action: Adopt Resolutions No. 48-01 and No. 49-01*

4. **Setting a Hearing on Vacating Right-of-Way at 859 Struthers Avenue (High Side Brewery)** [File #VR-2001-082]

First reading of the ordinance to vacate a right-of-way for the High Side Brewery located at 859 Struthers Avenue.

Proposed Ordinance Vacating Right-of-Way Located at 859 Struthers Avenue (High Side Brewery)

*Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for June 6, 2001*

5. **Setting a Hearing on Zoning C & K Annexation Located at 2521 River Road** [File #ANX-2001-092]

First reading of the zoning ordinance to zone the C&K Annexation Light Industrial, I-1, and Community Services and Recreation, CSR, located at 2521 River Road.

Proposed Ordinance Zoning the C & K Annexation to Light Industrial Zone District (I-1) and CSR Zone District, Located at 2521 River Road

*Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for June 6, 2001*

6. **Setting a Hearing on Laser Junction Annexation, Located at 2547 River Road** [File #ANX-2001-099]

Referral of petition, first reading of the annexation ordinance and exercising land use immediately for the Laser Junction Annexation located at 2547 River Road

and includes a portion of the River Trail. The 3.606-acre Laser Junction Annexation consists of one parcel of land.

**a. Referral of Petition, Setting a Hearing and Exercising Land Use Control and Jurisdiction**

Resolution No. 50-01 – A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation and Exercising Land Use Control – Laser Junction Annexation Located at 2547 River Road including a portion of the River Trail

*Action: Adopt Resolution No. 50-01*

**b. Set a Hearing on Proposed Ordinance**

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Laser Junction Annexation, Approximately 3.606 Acres Located at 2547 River Road and including a portion of the River Trail

*Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for July 18, 2001*

**7. Name of the Plaza**

City Council discussed the matter at Monday's workshop and will bring forth a recommendation.

*Action: Naming the Plaza "Cornerstones of Law and Liberty"*

**\*\*\* END OF CONSENT CALENDAR \*\*\***

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**CITIZEN COMMENTS**

Mark Sutrina, 674 28 Road, addressed the Council on the matter of the proposed extension of Cortland Avenue, whether a road will go through their property. A right-of-way exists. The extension will effect his property value. Mayor Enos-Martinez responded that Council has received a report but has not had a chance to review and discuss it yet. It will be discussed at a workshop on June 4, 2001. If a decision is to be made by Council, the item can be added to Wednesday's agenda (three weeks from tonight). A change to the major street plan will require it to go to the Planning Commission first.

**\*\*\* ITEMS NEEDING INDIVIDUAL CONSIDERATION \*\*\***

**JUVENILE ACCOUNTABILITY INCENTIVE BLOCK GRANT**

In 1999, the City, along with the City of Fruita, Town of Palisade and Mesa County were awarded the Juvenile Accountability Incentive Block Grant. The decision was made that the funds would be best used for additional supervisors with the Partners program who would be able to supervise Mesa County court cases, and the three cities' cases, when Useful Public Service was sentenced. The collaboration has proven to be a success with 331 Municipal Court Juvenile cases being supervised and 7,291 hours of Useful Public Service being completed this year. [This is a federal grant exempt from TABOR limitations.]

Stephanie Rubinstein, Staff City Attorney, reviewed this item. She said this partnership for Juvenile Accountability with the Partners Program has worked out wonderfully.

Joe Higgins, Executive Director of Partners, was present and summarized the program. Some of the projects are a public garden at the Botanical Gardens. The young people have cut down weeds around Watson Island and built a half-mile of zigzagged trail. They are also putting in a garden in the area. They work with other agencies for assignments to The Salvation Army, the fairgrounds, supplemental food distribution for Mesa County, etc.

Resolution No. 51-01 – A Resolution Accepting the Juvenile Accountability Incentive Block Grant in the Amount of \$54,997

Upon motion by Councilmember Kirtland, seconded by Councilmember McCurry and carried by roll call vote, Resolution No. 51-01 was adopted.

**PUBLIC HEARING – FUNDING PROJECTS FOR THE 2001 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND DRAFT FIVE-YEAR CONSOLIDATED PLAN**

This is a public hearing to receive input regarding use of the City's 2001 CDBG Program Year funds, to discuss the funding recommendations made by the City Council CDBG Committee and to receive public testimony on the draft 2001 Five-Year Consolidated Plan. The City Council did receive a letter regarding priorities in the five year plan from the CDBG Consolidated Plan Advisory Committee.

The public hearing opened at 7:58 p.m.

Assistant City Manager David Varley reviewed this item saying it is time to put together another five-year plan. The plan will last through 2006.

He outlined the process, the history and the development of the new plan. He reviewed the requests for funding received by the City and process used to determine the priorities of the funding requests. He noted that a lower priority does not necessarily mean the project will not be funded.

Assistant City Manager Varley asked that the Council receive public testimony on the five-year plan. Additional public comment will be taken on June 6, 2001. A request has been made that housing be considered the number one priority. Staff has left the priorities the same and Council can make changes. He displayed the list of requests explaining each of them, as well as the recommended funding:

1. Energy Office Affordable Housing Acquisition and Preservation Project – to acquire 91 affordable units and preserve them as permanent affordable rental housing - \$200,000
2. Grand Valley Catholic Outreach Transitional Housing services – will serve 15 individuals and 2 families who are homeless for a period of 12 to 24 months - \$10,000.
3. Habitat for Humanity Infrastructure for Camelot Garden Subdivision - for fencing and landscaping in the 1.8 acre 11 lot Camelot Gardens Subdivision owned by Habitat for Humanity - \$39,000.
4. Marillac Clinic – will assist in the relocation and expansion of Marillac’s Dental Clinic at 2333 N. 6<sup>th</sup> Street - \$200,000.
5. Mesa Youth Services, Inc., Partners – for parking lot and landscaping construction for Partners Activity Center at the new proposed location at 12<sup>th</sup> and Colorado - \$15,000.
6. Mesa Development Services – new construction of Accessible Group Home at 1444 N. 23<sup>rd</sup> Street (barrier-free lift system and a hydrosonic bathtub used for therapeutic values) - \$40,000.
7. Colorado West Mental Health Center – to purchase either land or a building by CWMH to create a new mental health center – no funding recommended for that project.
8. Western Colorado Business Development Corporation (Incubator) – business loans to City residents that qualify as low and moderate income – no funding recommended for that project.

The requests total \$890,000. The City has \$504,000 to distribute this year.

Councilmember Spehar added that the two requests that were not funded was because the committee wanted more detail on the request of the Colorado West Mental Health Center and the Western Colorado Business Development Corporation, and both probably have other resources for funding. He noted that the City does not keep any of the funding for administration of this fund as allowed. Mr. Varley stated that up to 20% can be retained by the City for administration, although this amount has not been retained and will go back into the community.

Mary Lou Vanderberg, 1533 Crestview Way, President Elect of the Grand Valley Catholic Outreach, thanked the Council on behalf of Sister Karen for Council's attention and sensitivity towards the needs of the day center.

Councilmember Theobald said the issue of paperwork is a challenge. The Catholic Outreach does such a good job with their paperwork which makes it easier to continue funding their facility.

Councilmember Terry said the City Council received a letter on changing priorities. She requested testimony on the request.

Janet Cameron, Executive Director of Marillac Clinic, said part of the committee are accustomed to working with low income issues, although the entire group was moved by the extent of need. The committee would like to see the City shift away from using the funds for funding City infrastructure and allow the full amount of grant dollars to serve low income needs solely.

Councilmember Terry asked Ms. Cameron about the housing priority in the letter Council received suggesting giving housing an important part of serving low-income. Ms. Cameron said her personal priority was to build a community based infrastructure to serve low to moderate income. She suggested Dan Whalen address the question on housing.

Dan Whalen, Executive Director of the Energy Office, the priority was not necessarily just housing, but all the services that help the low-income population. Rather than water and sewer, curb and gutter, the committee felt it was time to let City Council know they would like to see all the grant funds go toward low-income issues. His sense was that the priority was not necessarily housing.

Councilmember Terry said her initial interpretation was housing but Ms. Cameron's explanation clarified that.

Merillee Wood, Mesa County Developmental Services, agreed with Janet Cameron. There is a serious problem with low income residents in this community, and the gap is widening between the incomes of people who are in service jobs and the cost of living in this community, in particular the cost of housing. Most people in this income bracket are paying more than the 30% of their income for housing.

Assistant City Manager Varley said the plan can still be changed at the next meeting. The plan must be adopted on June 6, 2001. It was suggested that changes be discussed at the next workshop and the changes be brought for adoption on June 6, 2001.

There were no other comments. The public hearing closed at 8:24 p.m.



Councilmember Dennis Kirtland recused himself from voting on this item, as he is a volunteer board member for the Marillac Clinic. When roll was called Councilmember Harry Butler also abstained based on a conflict of interest due to his service on the Mesa Valley Developmental Services Board.

Upon motion by Councilmember Theobold, seconded by Councilmember Spehar and carried with Councilmembers **KIRTLAND** and **BUTLER ABSTAINING**, the recommendation for funding of the six projects recommended by the CDBG City Council Subcommittee for the City's 2001 CDBG Program Year Action Plan was approved.

### **PROCESS TO RELEASE POWERS OF ATTORNEY FOR ANNEXATION**

During the decade of the 1990's, the City obtained Powers of Attorney to annex property in return for connection to the City managed Persigo Sewer System. Since the 1998 City/County Persigo Agreement, some of those Powers of Attorney are moot.

City Attorney Dan Wilson explained the reason for the releases and the process being proposed. Individual requests will be reviewed. Councilmember Terry requested a list be brought forward to release all of them at once. City Attorney Wilson responded that a list can be compiled but cautioned Council that more requests might come through for release later.

Councilmember Terry questioned the statement in the Staff report saying, "The Clerk would facilitate these releases upon the request of an interested party or property owner on a case-by-case basis." Mr. Wilson said anytime it is requested to have the POA removed, the Clerk would request the City Manager or the Mayor sign a stock release form because the Power of Attorney has expired. If they are only four years old, the proposal does not apply.

Upon motion by Councilmember Theobold, seconded by Councilmember Spehar and carried, the City Clerk was authorized to obtain the signature of either the Mayor or the City Manager on a Release to Extinguish such Powers of Attorney, and to proactively seek out and compile a list of all expired Powers of Attorney and release them all at once.

### **APPEAL OF MEIER TELECOMMUNICATIONS CONDITIONAL USE PERMIT AT 688 29½ ROAD [FILE #CUP-2001-032]**

The surrounding neighbors are requesting an appeal of the March 13, 2001 Planning Commission approval of the Conditional Use Permit for a 140' tall telecommunications tower located at 688 29½ Road in an RMF-5 Zone. The tower was approved by Planning Commission subject to staff's recommendations.

**Please note:** The Zoning & Development Code adopted in 2000 has new rules for appeals of CUPs (Section 2.18). This matter is the first example of an appeal under these new rules. In short, the appeal is based on the written documents considered by the Planning Commission, the verbatim transcript of the Planning Commission hearing, the written arguments of the appellant and any responses. Unlike the old method, the Council does not hear any new testimony or arguments. There is no public participation. The Council may discuss all aspects of the appeal among its members. The Council may ask City staff to interpret or explain matters contained in the written record. Council may also discuss the process and legal questions with its staff. Section 2.18(E) chapter 2, page 56) lists the criteria to be used when the Council makes its decision on the appeal.

Mayor Enos-Martinez announced Council is not here tonight to decide whether it would or would not have granted the Conditional Use Permit, but to decide whether the Planning Commission had a basis for granting their approval. The new Code says there will be no new testimony or presentation of evidence from any member of the public, including the applicant or the neighbors, taken at this time.

City Attorney Wilson explained the process and the federal law, and what the federal law says the City cannot do. In 1996 Congress passed a law that pre-empts part of what used to be thought of as totally regulated by local City and County governments. The concern of Congress was to promote telecommunications expansion in the country and the new era. Therefore, Council is restrained to a degree, whereas, normally the City Council can adopt land use rules and Council has entire discretion. When Congress adopted the new telecommunications act, it said the local governments cannot:

1. Have the affect of prohibiting wireless services within the community
2. Address environmental affects of radio emissions
3. Must act upon applications within a reasonable period of time
4. Deny except based on substantial evidence from the written record

In November, 2000, Council adopted the new City Code. This is the first appeal since the new Code. He then explained the new City Code section on appeals and how the Code intended it to be handled. Planning Commission would hear the line of testimony and that occurred. Both the applicants in this case and the neighborhood made arguments and submitted evidence before the Planning Commission. A transcript was prepared of the Planning Commission discussion. Upon reviewing the entire record, Council is not to go back and decide if it would have made the same decision as the Planning Commission. Historically, if the Planning Commission approved, the Council was free to disagree and make its own decision. The new Code says the Council needs to review the record to determine if the Planning Commission had a basis for the decision. If there is nothing to support the Planning Commission's decision, Council could overturn the decision to allow this tower to be built. Analogous to a Rule 106a.4. Decision. No new evidence or testimony is taken. Council reviews the record.

The City Code also states the first step of an appeal requires a rehearing. It is Mr. Wilson's interpretation that if that section of the Code would apply, it would be a total waste in this case, i.e. an approval. He felt the rehearing applied to cases where the request was denied because there is an extensive transcript of the detailed consideration conducted by the Planning Commission. Also the original ordinance on telecommunications stated the appeal goes to the Planning Commission and then to District Court. That section was not repealed as it should have been. Mr. Wilson then referred Council to the five criteria they should consider:

1. The decision-maker may have acted in a manner inconsistent with the provisions of this Code or other applicable local, state or federal law; or
2. The decision-maker may have made erroneous findings of fact based on evidence and testimony on the record; or
3. The decision-maker may have failed to fully consider mitigating measures or revisions offered by the applicant that would have brought the proposed project into compliance; or
4. The decision-maker may have acted arbitrarily, acted capriciously, and/or abused its discretion; or
5. In addition to one or more of the above findings, the appellate body shall find the appellant was present at the hearing during which the original decision was made or was otherwise on the official record concerning the development application. The appellate body shall also find that the appellant requested a rehearing before the decision-maker in accordance with Section 2.18.D.

The Mayor asked for questions from the audience on the process only. There were none.

Councilmember Spehar explained that the reason the Code was changed to this process was to avoid a total rehearing on the same item. Procedural items are what are reviewed by Council. Councilmember Theobald said it also avoids the situation where the same people had to continue to attend meetings and defend their position.

City Attorney Wilson also stated that Council can make its decision and direct Staff to bring back a document containing the findings.

Councilmember Terry asked if the federal guidelines prohibit Council from restricting locations such as commercial, industrial or residential zone districts. City Attorney Wilson said no. Councilmember Terry said the City Code says it's allowed with a Conditional Use Permit anywhere, given certain conditions. City Attorney Wilson concurred.

Councilmember Terry asked if the not being able to address environmental issues pertained to the airport issues in terms on airport critical zone. City Attorney Wilson said Council cannot consider testimony that says the tower emissions will cause illness. Councilmember Terry asked if aesthetics is classified as an environmental issue. Mr. Wilson said Council can consider that. The City requires they be co-located to reduce the

number. Aesthetics are okay as long as they don't have the net effect of prohibiting the coverage within the community.

Councilmember Terry asked if the federal law is specific to all types of services. City Attorney Wilson said Staff does not have the technical expertise to address that question.

Councilmember Terry asked if the City can limit types. City Attorney Wilson said no. Local government is federally pre-empted from that. Congress makes that decision.

The Mayor closed the opportunity for the audience to ask questions on the process.

The Council proceeded to discuss the matter. City Attorney Wilson announced Council will now focus on the record of the Planning Commission's discussion.

City Attorney Wilson said if Council finds there a reasonable basis for the Planning Commission's decision, Council must uphold that decision.

Councilmember Theobald said Criteria #3 does not apply to this case as it is for denials. Criteria #5 is straightforward and the appellant was present and already discussed, so he felt only criteria items #1, #2 and #4 are at issue.

Councilmember Spehar read the five criteria for the information of the audience and viewers, and City Attorney Dan Wilson made the following comments on each:

1. The decision-maker may have acted in a manner inconsistent with the provisions of the Code or other applicable local, state or federal law – City Attorney's comment: Council must make a decision that the Planning Commission was inconsistent with the City Code or the federal law when making the decision. In the absence of that, the Planning Commission's decision will stand.
2. The decision-maker may have made erroneous findings of fact based on evidence and testimony on the record – City Attorney's comment: There is evidence on both sides of most questions in such a record. Council's standard is to say "Is there nothing on the side that supports the Planning Commission's decision," which is different than if Council were able to make its own decision based on the record, Council might reasonably come to a different conclusion.
3. The decision-maker may have failed to fully consider mitigating measures or revisions offered by the applicant that would have brought the proposed project into compliance – City Attorney's comment: Planning Commission says the project is in compliance so this is not applicable tonight.
4. The decision-maker may have acted arbitrarily, acted capriciously, and/or abused its discretion – City Attorney's comment: Again, is there some reasonable basis for the Planning Commission decision.
5. In addition to one or more of the above findings, the appellate body shall find the appellant was present at the hearing during which the original decision was made

or was otherwise on the official record concerning the development application. The appellate body shall also find that the appellant requested a rehearing before the decision-maker in accordance with Section 2.18.D. – City Attorney’s comment: Mr. Wilson recommended strike the last sentence for consideration tonight. The sentence right before that is a new process to make sure the correct players were involved in the hearing, so there is jurisdiction and the decision will be solid.

Councilmember Terry referred to the Staff report and asked if the airport safety zone is not in the critical zone. Patricia Parish, Associate Planner, Community Development Department, said Walker Field did write a letter saying it is not in the airport critical zone or airport area of influence, and therefore is not subject to their criteria.

Councilmember Spehar asked if the Planning Commission considered each of the items noted in the Staff report, and were the findings of Staff and the Planning Commission consistent with the Code as adopted. Ms. Parish said yes.

Councilmember Kirtland said Ms. Parish stated in her staff report the criteria to be used to be able to identify mitigation for this, camouflage or other things that could be available. Ms. Parish said the criteria from Section 4.3.R is the review of a tower facility. Those items were the criteria pulled out of that section. Things such as “stealth” tower and a tower “blending in” with the surroundings. Councilmember Kirtland asked if pictures were provided. Ms. Parish said the pictures provided by the appellant were created via a computer and are somewhat out of scale. She discussed stealth requirements that could be implemented.

Councilmember Kirtland said in Section 4.3.R.18 of the Zoning and Development Code there is a large discussion regarding the landscaping plan. He found nothing in the record addressing anything more than the existing trees.

Ms. Parish said streetscape landscaping and buffering of the facilities is addressed in the Code. The existing vegetation was a mix of 20’ trees on the west side of a residential lot. They couldn’t do streetscaping but the City did ask for buffering around the fence. Ms. Parish went through the legal argument.

1. According to the City Code, the City has the ability to reduce a setback by 25% with vegetation to help minimize the visual high tower and facilities. In this case there was some existing vegetation and the Planning Commission decided to grant the 25% reduction in setback to be able to retain the existing vegetation. The tower could have been raised within the normal setbacks without that reduction on the setback.
2. The decision of the Director of Community Development that no existing tower could be used in lieu of new construction was supported by competent evidence. Staff has only so much ability to test the information provided by the applicant. Staff are not experts – they ask the applicant to provide that information. Ms.

Parish set in on several meetings regarding coverage, and was confident they had made a good effort. City Attorney Wilson said once the applicant applies those statements, that is sufficient to support the Planning Commission's decision, unless this letter gave a specific example of why the information was wrong.

3. The decision of the Director of Community Development and the Planning Commission that the proposed use under the Conditional Use Permit is compatible with adjoining property supported by competent evidence and complies with the laws of the City of Grand Junction. Past Planning Commission decisions have indicated that the question of towers compatibility with adjoining residences or properties were similarly addressed. The City has the ability to look at their own criteria on telecommunication towers. Also the FCC has established the Telecommunications Act. The City's hands are tied to a point on compatibility because that cannot be the sole consideration under the Telecommunications Act. It can only be considered as long as it does not interfere with the prohibition of some companies.

Councilmember Spehar asked if Council can require them to allow co-location. City Attorney Wilson said the City does require that. In fact, they are required to provide the City an annual list of all contacts made for possible co-locations. Councilmember Spehar wanted to make sure the towers throughout the community are used on a full co-location basis, avoiding the possibility of an applicant locating a tower, then for competitive reasons, not providing the opportunity to others to co-locate on that tower. Staff assured Council that is addressed in the Code provisions.

4. The decision of the Planning Commission that the proposed tower location minimize visual and other adverse impacts to the residential neighborhood was supported by competent evidence. Staff believes with the attempted screening facilities at the base of the tower, and the existing landscaping that was more mature, they have done the best they can do.

Councilmember Theobald suggested, keeping in mind the five criteria #1, #2 and #4, in particular, seeing how each of their points relates to those required criteria:

1. The Mackley letter makes five points: 1) lack of communication between Staff and Planning Commission. Councilmember Theobald said that is not a requirement and did not feel it applies; 2) lack of Staff to pursue other available options. Councilmember Theobald said there is a presumption in the Code to accept the information given, not to independently find other options; 3) lack of following the guidelines as set forth in the Code. Councilmember Theobald said Staff did follow the guidelines; 4) Planning Commission did not see the letters from concerned neighbors prior to the hearing, but perused them during the hearing. Prior review is not a requirement within the Code and does not apply. City Attorney Wilson noted that's no different than hearing oral testimony; and 5) locating in the city park was not considered. Councilmember Theobald noted the Code reads

“encouraged “, not “required”, and the proposal is within the guidelines of the Code.

2. The Livingston letter makes four points: 1) adverse impacts in a residential neighborhood. There is a presumption (as in the Mackley letter) that the evidence presented is the evidence available; 2) compatibility with adjoining property. The Code presumes that it is compatible with residential neighborhoods because of the setbacks and mitigation. (Again criteria #3 would be a reasonable interpretation of the Code by the Planning Commission.) 3) no existing tower can be used in lieu of the new construction. Their suggestion is that the Director should have required independent evidence. Again, the presumption is the evidence presented is the evidence upon which to make their decision; and 4) deals with the reduction of the minimum setback, and was the 25% appropriate. Appropriateness of reduction - in compliance with the Code, criteria reviewed, only #4 is the primary focal point of the appeal, whether the 25% setback reduction was appropriate. The landscaping provided sufficient mitigation to reduce the setback. The Planning Commission was not arbitrary, capricious or abusive in its discretion in granting the 25%.

Councilmember Terry said there is a tight framework in which to decide and was ready to go forward with a motion.

Councilmember Butler said according to law, Council can't change much in this case.

Councilmember Kirtland struggled with the 25% reduction in setback. As a value judgement, he didn't feel the trees offered much in the way of protection. Given the requirements and process, the Planning Commission acted within the realms of the Code as did Staff.

Councilmember Spehar agreed with Councilmember Kirtland.

President of the Council Enos-Martinez recused herself from voting on this issue as she has a relative that works for Cleartalk. City Attorney Wilson said unless Ms. Enos-Martinez had a financial interest, recusing herself was not necessary. Mayor Enos-Martinez said she was more comfortable recusing.

Upon motion by Councilmember Theobald, seconded by Councilmember Terry and carried by roll call vote with Mayor ENOS-MARTINEZ ABSTAINING, the appeal was denied for the following reasons:

Criteria #1 is not met, Criteria #2 is not met, Criteria #3 is not relevant in this case, Criteria #4 is not met, and Criteria #5 is met, but is a technical requirement only.

Councilmember Spehar said over a period of time, several Councilmembers have indicated a concern with the issues that are addressed in this appeal. The proliferation of these antennas is increasing complaints and concerns. The City needs to look into this

further, especially the need for technical evaluation, and pursue that in cooperation with Mesa County and possibly other municipalities, requiring applicants to pay for such studies, being very aggressive in interpretation, and perhaps setting a moratorium on additional towers until a review of these issues has been completed.

Councilmember Terry supported moving forward quickly, but questioned a moratorium, as the number of pending applications is unknown. Councilmember Spehar said the moratorium would apply to new applications.

Councilmember Spehar suggested enforcing existing provisions as aggressively as possible.

City Attorney Wilson said there is some discretion in the Code to implement a direction without the need to change it until the Code is revised.

City Manager Kelly Arnold suggested allowing 30 days to develop a proposal on these issues.

Councilmember Kirtland asked if there can be a better solution to this one involving the applicant and neighbors. City Attorney Wilson said yes, if the applicant wanted to. The City's process can accommodate that.

Councilmember Spehar said some movement in that direction would mitigate his desire for the most aggressive action.

**PUBLIC HEARING - SNIDOW ANNEXATION NO. 1 AND NO. 2, LOCATED AT 3165 D ROAD** [FILE #ANX-2001-062]

The 34.14-acre Snidow Annexation No. 1 and No. 2 consists of one parcel of land located at 3165 D Road and includes portions of the 29 5/8 Road and D Road rights-of-way.

The public hearing opened at 9:37 p.m.

Pat Cecil, Development Services Supervisor, Community Development Department, reviewed this item.

Rob Katzenson, LanDesign, 244 N. 7<sup>th</sup> Street, representing the Plumbers & Pipefitters Union, Local #145, asked for approval of the annexation of this property. He was in agreement with the Staff report and recommendations on this item.

There were no public comments. The public hearing closed at 9:40 p.m.

**a. Resolution Accepting Petition for Annexation**



Resolution No. 52-01 – A Resolution Accepting a Petition for Annexation, Making Certain Findings and Determining Property Known as the Snidow Annexation, a Serial Annexation Comprising Snidow Annexation No. 1 and Snidow Annexation No. 2 Located at 3165 D Road and Including a Portion of the 29 5/8 Road and D Road Rights-of-Way, is Eligible for Annexation

**b. Annexation Ordinances**

- (1) Ordinance No. 3344 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Snidow Annexation No. 1, Approximately 13.78 Acres Located in the 29 5/8 Road and D Road Rights-of-Way
- (2) Ordinance No. 3345 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Snidow Annexation No. 2, Approximately 20.36 Acres Located at 3165 D Road and Including a Portion of the D Road Right-of-Way

Upon motion by Councilmember Spehar, seconded by Councilmember Theobold and carried by roll call vote, Resolution No. 52-01 was adopted, and Ordinances No. 3344 and 3345 were adopted on second reading and ordered published.

**PUBLIC HEARING - ZONING SNIDOW ANNEXATION LOCATED AT 3165 D ROAD**  
[FILE #ANX-2001-062]

Rezone the annexation area from County AFT to the City's General Commercial (C-2) zone district. The rezone area is located at 3165 D Road and includes portions of the 29 5/8 Road and D Road rights-of-way. The rezone area encompasses 16.59 acres.

The public hearing opened at 9:41 p.m.

Pat Cecil, Community Development Department, reviewed this item.

Rob Katzenson, LanDesign, 244 N. 7<sup>th</sup> Street, representing the Plumbers & Pipefitters Union, Local #145 asked for approval of the zoning. He again was in agreement with the Staff report and recommendations. He offered information on the preliminary plan if desired by Council.

There were no questions of Council and no public comments. The public hearing closed at 9:43 p.m.

Ordinance No. 3346 – An Ordinance Zoning the Snidow Annexation to the General Commercial (C-2) Zone District, Located at 3165 D Road

Upon motion by Councilmember Theobold, seconded by Councilmember Spehar and carried by roll call vote, Ordinance No. 3346 was adopted on second reading and ordered published.

**PUBLIC HEARING - GAMBLE/SAGE ANNEXATION LOCATED AT 3070 I-70 BUSINESS LOOP** [FILE #ANX-2001-043]

The 10.78-acre Gamble/Sage Annexation located at 3070 I-70 Business Loop consists of one parcel of land approximately 6.06 acres in size. The remaining acreage is comprised of approximately 582.28 feet along E¼ Road; 256.37 feet along I-70 B. There are no existing structures on the site. The owner of the property has signed a petition for annexation.

The public hearing opened at 9:45 p.m.

Lori Bowers, Associate Planner, Community Development Department, reviewed this item. A minor subdivision and site plan are in the process. Staff recommended approval of the annexation.

Mark Austin, RG Consulting Engineers, was in agreement with the Staff report and recommendations.

There were no public comments. The public hearing closed at 9:46 p.m.

**a. Resolution Accepting Petition for Annexation**

Resolution No. 53-01 – A Resolution Accepting a Petition for Annexation, Making Certain Findings and Determining that Property Known as the Gamble/Sage Annexation Located at 3070 I-70 B is Eligible for Annexation

**b. Annexation Ordinance**

Ordinance No. 3347 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Gamble/Sage Annexation, Approximately 10.78 Acres Located at 3070 I-70 B

Upon motion by Councilmember Kirtland, seconded by Councilmember Terry and carried, Resolution No. 53-01 was adopted and Ordinance No. 3347 was adopted on second reading and ordered published.

**PUBLIC HEARING - ZONING GAMBLE/SAGE ANNEXATION LOCATED AT 3070 I-70B** [FILE #ANX-2001-043]

The petitioner had requested the zoning designation of C-2 (Heavy Commercial) be placed upon the property upon annexation to the City. Upon review of adjacent County and City zoning, Staff is suggesting the zoning designation of C-1 (Light Commercial) be recommended. The applicants are currently in the site plan review process for a new office building and enclosed workshop/garage facility with screened outdoor storage.

The public hearing opened at 9:47 p.m.

Lori Bowers, Associate Planner, reviewed this item. She stated the applicant originally requested a C-2 zone but Staff is recommending C-1.

Councilmember Spehar asked Ms. Bowers to explain the difference between the two zones. Ms. Bowers said C-2 is heavier commercial, more industrial use. The C-1 zone district is lighter and more restrictive.

Mark Austin, RG Consulting Engineers, was present and in agreement with the C-1 zoning.

There were no public comments. The hearing closed at 9:48 p.m.

Ordinance No. 3348 – An Ordinance Zoning the Gamble/Sage Annexation to Light Commercial (C-1), Located at 3070 I-70 B

Upon motion by Councilmember Terry, seconded by Councilmember Theobald and carried by roll call vote, Ordinance No. 3348 was adopted on second reading and ordered published.

**PUBLIC HEARING - PARHAM ANNEXATION LOCATED AT 2960 D ROAD**

[FILE #ANX-2001-061]

Acceptance of petition to annex and second reading of the annexation ordinance for the Parham Annexation located at 2960 D Road and including a portion of the D Road right-of-way.

The public hearing opened at 9:49 p.m.

Lisa Gerstenberger, Senior Planner, Community Development Department, reviewed this item. The petition for annexation complies with Colorado State Statutes. She noted the Planning Commission has not heard the zoning request yet, and it should come before Council next month.

The applicant could not be present for the hearing.

There were no public comments. The hearing closed at 9:50 p.m.

**a. Resolution Accepting Petition for Annexation**

Resolution No. 54-01 – A Resolution Accepting a Petition for Annexation, Making Certain Findings and Determining Property Known as the Parham Annexation Located at 2960 D Road and Including a Portion of D Road Right-of-Way, is Eligible for Annexation

**b. Annexation Ordinance**

Ordinance No. 3349 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Parham Annexation, Approximately 14.53 Acres Located at 2960 D Road and Including a Portion of D Road Right-of-Way

Upon motion by Councilmember McCurry, seconded by Councilmember Theobald and carried, Resolution No. 54-01 was adopted and Ordinance No. 3349 was adopted on second reading and ordered published.

**OTHER BUSINESS**

**New Energy Proposal**

Councilmember Theobald reported on his recent conference call with the Secretary of Energy in Washington, D.C. regarding the new Energy proposal to be unveiled on May 17, 2001.

**ADJOURNMENT**

The meeting adjourned at 9:52 p.m.

Stephanie Nye, CMC  
City Clerk

**Attach 2**

**CITY COUNCIL AGENDA  
CITY OF GRAND JUNCTION**

<b>CITY COUNCIL</b>			
<b>Subject:</b>	<b>Award of contract for Enhanced 911 Equipment</b>		
<b>Meeting Date:</b>	<b>June 6, 2001</b>		
<b>Date Prepared:</b>	<b>May 18, 2001</b>		
<b>Author:</b>	<b>Susan J. Hyatt</b>	<b>Title: Senior Buyer</b>	
<b>Presenter Name:</b>	<b>Paula Creasy John Linko</b>	<b>Title: Comm. Center Manager Title: Comm. Center Shift Supervisor</b>	
	<b>Workshop</b>	<b>x</b>	<b>Formal Agenda</b>

**Subject: 911 Communications Center Enhanced System**

**Summary:** Request for Proposals were solicited and received until March 16, 2001 for the purchase of a 911 Enhanced Communications System with Automatic Numbering Identification (ANI) and Automatic Location Identification (ALI). The system enhancement includes:

- Hardware
- Software
- System Engineering
- Training
- Installation
- Service/Maintenance

**Background Information:** Eleven proposals were solicited and Proposal #8P-01-SH was advertised in the Daily Sentinel as required by City policy. Proposals were received from the following companies:

- Quest/Positron, Colorado Springs, CO/Grand Junction, CO
- Quest/Plant, Colorado Springs, CO/Temecula, CA
- Motorola/Plant, Englewood, CO/Temecula, CA
- 911 Inc./Phonz +, Denver, CO

The evaluation committee based on criteria included in the RFP recommends the Quest/Plant Proposal. There are a number of additional factors that were considered by the committee. The factors included Plant's superior reporting system, specialized training, window configuration options, and their service provider, Quest. The



**Attach 3**

**CITY COUNCIL AGENDA  
CITY OF GRAND JUNCTION**

<b>CITY COUNCIL</b>			
<b>Subject:</b>	<b>Grant Request for COPS in Schools 2001 Program</b>		
<b>Meeting Date:</b>	<b>June 6, 2001</b>		
<b>Date Prepared:</b>	<b>May 11, 2001</b>		
<b>Author:</b>	<b>Harry Long</b>	<b>Police Captain</b>	
<b>Presenter Name:</b>	<b>Harry Long</b>	<b>Police Captain</b>	
	<b>Workshop</b>	<b>X</b>	<b>Formal Agenda</b>

**Subject:** Approval of COPS in Schools Grant Request of \$125,000 to assist funding of one School Resource Officer over a three-year period.

**Summary:** The U.S. Department of Justice is accepting grant requests to provide funds toward salaries and benefits for a School Resource Officer who will be deployed to work in and around schools under the COPS in Schools grant program. This is a Federal Program that will fund up to \$125,000 per officer, over a three-year grant period. The total three year budget is estimated at \$212,724 which includes a marked police vehicle and related equipment as well as the officer's uniforms and required personal safety equipment. The City's portion of this budget will include \$29,347 in matching funds for salaries and benefits and \$58,377 for capital expenditures and associated operating expenses for the three year grant period.

**Background Information:** The officer requested in this grant would allow the department to deploy one School Resource Officer in each of the three middle schools. Currently the Police Department has three officers assigned to the School Resource Program with one assigned to Grand Junction High School, one assigned to Orchard Mesa Middle School and one dividing his time between East and West Middle Schools. This grant would provide for a fourth School Resource Officer thereby allowing each middle school to have an officer devoted full time.

The School Resource Officer Program in Grand Junction is a well-established and respected program that assigns officers to city schools on a full time basis. Their function is to work with the school populations, parents, teachers and the surrounding neighborhoods to deal with crime problems, provide education on safety and security issues and to prevent drug and alcohol abuse through education, alternative activities and role modeling.





24 April 2001

U.S. Department of Justice  
Office of Community Oriented Policing Services  
1100 Vermont Avenue, NW  
Washington, DC 20530

To Whom It May Concern:

Enclosed please find one (1) original and two (2) copies of the Grand Junction Police Department's application to the U.S. Department of Justice's **COPS in Schools** grant program.

If you have any concerns or questions regarding this application, please do not hesitate to contact Lt. Michael A. Nordine at (970) 244-3619.

Thank you for your consideration.

Sincerely,

---

Martyn Currie  
Interim Chief of Police



**COPS in Schools Grant Program Budget Information**

Applicant Name: \_\_\_\_\_ ORI Code (Assigned by FBI): \_\_\_\_\_ State: \_\_\_\_\_

This worksheet will assist you in properly organizing and estimating your costs and providing the necessary details for financial review. Complete Part 1 if you are requesting funds for full-time officers, Part 2 if you are requesting part-time officers, and both parts if you are requesting full- and part-time officers. Everyone must complete a Budget Summary.

The budget information you provide will be used to calculate your grant amount. Assistance in completing this information is available from the U.S. Department of Justice Response Center at 1-800-421-6770, or by writing the COPS Office, 1100 Vermont Avenue, NW, Washington, DC 20530. Also, you can refer to the sample budget included in this application kit. OMB Approval Number: 1103-0027

**Part 1. Complete if you are requesting Full-Time Officers**

1. Cost Per Full-Time Officer - Year 1

Current Annual Entry-Level Base Salary \$ 38,580 % of base salary

Annual Fringe Benefits:

*Social Security	\$	<u>559</u>	%	<u>1.45</u>
*Medicare	\$	<u>4,813</u>	%	
Health Insurance	\$		%	
Life Insurance	\$	<u>121</u>	%	<u>.31</u>
Vacation	\$		%	
Sick Leave	\$		%	
Retirement	\$	<u>4,109</u>	%	<u>10.65</u>
*Worker's Comp.	\$	<u>806</u>	%	<u>2.09</u>
*Unemployment Ins.	\$		%	
Other LTD	\$	<u>401</u>	%	<u>1.04</u>
Other Dental	\$	<u>657</u>	%	

Total Fringe Benefits \$ 11,466  
Total Year 1 Salary and Benefits \$ 50,046

**Instructions:**  
Please indicate the Law Enforcement Agency's cost for each of the following categories. Please do not include employee contribution costs.

Enter the base annual salary that your department currently pays a new, entry-level officer.

Cost for Social Security may not exceed 6.2%  
Cost for Medicare may not exceed 1.45 %  
Costs toward health insurance coverage, please indicate if this is for Family Coverage ( ) Yes ( ) No  
Costs toward life insurance coverage.  
Vacation costs, if not included in base salary.  
Sick leave costs, if not included in base salary.  
Contribution to retirement benefits.  
Costs of worker's compensation.  
Costs of unemployment insurance.  
**Costs of equipment, training, uniforms, vehicles and overtime are not permitted.**

Sum of department fringe benefit costs for Year 1.  
Year 1 base salary plus Year 1 fringe benefits

Department Name:

2. Cost Per Full-Time Officer - Year 2		Current Annual Entry-Level Base Salary \$ 39,737	
Annual Fringe Benefits:			
*Social Security	\$	576	% of base salary
*Medicare	\$	4,861	1.45
Health Insurance	\$		
Life Insurance	\$	123	.31
Vacation	\$		
Sick Leave	\$		
Retirement	\$	4,232	10.65
*Worker's Comp.	\$	830	2.09
*Unemployment Ins.	\$	413	1.04
Other LTD	\$		
Other Dental	\$	663	
<b>Total Fringe Benefits</b>	\$	11,698	
<b>Total Year 2 Salary and Benefits</b>	\$	51,435	
3. Cost Per Full-Time Officer - Year 3		Current Annual Entry-Level Base Salary \$ 40,929	
Annual Fringe Benefits:			
*Social Security	\$	593	% of base salary
*Medicare	\$	4,909	1.45
Health Insurance	\$		
Life Insurance	\$	127	.31
Vacation	\$		
Sick Leave	\$		
Retirement	\$	4,359	10.65
*Worker's Comp.	\$	855	2.09
*Unemployment Ins.	\$	425	1.04
Other LTD	\$		
Other Dental	\$	669	
<b>Total Fringe Benefits</b>	\$	11,937	
<b>Total Year 3 Salary and Benefits</b>	\$	52,866	

**Instructions:**  
Enter the base annual salary that your department currently pays a new, entry-level officer.

Cost for Social Security may not exceed 6.2%  
 Cost for Medicare may not exceed 1.45 %  
 Costs toward health insurance coverage, please indicate if this is for Family Coverage ( ) Yes ( ) No  
 Costs toward life insurance coverage.  
 Vacation costs, if not included in base salary.  
 Sick leave costs, if not included in base salary.  
 Contribution to retirement benefits.  
 Costs of worker's compensation.  
 Costs of unemployment insurance.  
 Costs of equipment, training, uniforms, vehicles and overtime are not permitted.

**Sum of department fringe benefit costs for Year 2.  
 Year 2 base salary plus Year 2 fringe benefits**

**Instructions:**  
Enter the base annual salary that your department currently pays a new, entry-level officer.

Cost for Social Security may not exceed 6.2%  
 Cost for Medicare may not exceed 1.45 %  
 Costs toward health insurance coverage, please indicate if this is for Family Coverage ( ) Yes ( ) No  
 Costs toward life insurance coverage.  
 Vacation costs, if not included in base salary.  
 Sick leave costs, if not included in base salary.  
 Contribution to retirement benefits.  
 Costs of worker's compensation.  
 Costs of unemployment insurance.  
 Costs of equipment, training, uniforms, vehicles and overtime are not permitted.

**Sum of department fringe benefit costs for Year 3.  
 Year 3 base salary plus Year 3 fringe benefits**

**U.S. Department of Justice – Office of Community Oriented Policing Services  
Cops in Schools Grant Application**

**COPS in Schools Narrative Addendum  
Grand Junction Police Department**

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**Eligibility Requirements:**

- **Provide assurance that the officers employed under this program will be assigned to work in or around primary or secondary schools at least 75% of their time.**

The officer requested in this COPS in Schools grant application would be deployed to one of the three middle schools within the City of Grand Junction. The Grand Junction Police Department presently has three officers assigned to the School Resource Officer Program with one assigned to Grand Junction High School, one assigned to Orchard Mesa Middle School and one dividing his time between East and West Middle Schools. Obtaining grant funding for one additional position to the School Resource Officer Program will allow us to devote one officer to East Middle School and one officer to West Middle School rather than splitting one between the two as exists today. The School Resource Officer Program in Grand Junction is a well-established and respected program that assigns officers to city schools on a full time basis. Their function is to work with the school populations, parents, teachers and the surrounding neighborhoods to deal with crime problems, provide education on safety and security issues and to prevent drug and alcohol abuse through education, alternative activities and role modeling.

- **Enter into a partnership agreement with either a specific school official or with an official with general educational oversight authority in that jurisdiction.**

Please see the enclosed Memorandum of Understanding between the Grand Junction Police Department and Mesa County Valley School District #51.

- **Agree to fulfill the required COPS in Schools training condition.**

This issue is addressed in the Memorandum of Understanding which states, in part, that each officer assigned to a School Resource Officer position as a result of this grant will attend a COPS in Schools training. Additionally, Rudy Malefich, the School District Representative, has agreed to attend this training.

**Problem Identification and Justification: Drug and Alcohol Abuse**

According to the American Drug and Alcohol Survey, the latest of which was conducted in 1998, children of middle school age in Grand Junction are beginning to try drugs and alcohol. The survey indicates that 60% of all kids through the 10<sup>th</sup> grade have tried alcoholic beverages. Of that group 86% of them admit to using it for the first time when they were between 10 and 15 years of age; Of the 49% of all kids through the 10<sup>th</sup> grade who admit to using marijuana, 89% indicate their first use was between the ages of 10 and 15; And, of the 18% of youth who admit to use of inhalants 77% of them first experimented when they were between the ages of 10 and 15. The Grand Junction Police Departments School Resource efforts focus on the middle schools which encompass the majority of the first time use of alcohol and drugs. The ability of a police officer to have a positive influence on behavior is greatly enhanced if the officer can contact kids either before or early into their drug and alcohol use.

Additional information from the survey tells us that the number of kids who use drugs to a moderate or high level increases drastically from the 6<sup>th</sup> grade to the 8<sup>th</sup> grade. The number of kids who fit into these categories doubles in between the 6<sup>th</sup> and the 8<sup>th</sup> grades and only increases by a quarter over the next two years. Once again, by contacting youth at an age where they are making some of their first decisions about drug and alcohol use we feel we can have a positive influence.

The Grand Junction Police Department believes that a regular, well-rounded effort at education, mentoring and enforcement will have positive effects on drug use among youth in our community. Presently one officer divides his time between two middle schools. Funding for an additional position will allow us to assign an officer to each middle school thereby allowing for more attention to the issues of juvenile use of drugs and alcohol.

### **Community Police Strategies to be used by the Officers:**

The officer assigned to work at East Middle School will implement the following community policing strategies:

- At-risk intervention, mentoring activities, problem solving projects, participation in school programs/events and conflict/dispute resolution.
- Enforcement of local, state and federal laws and prevention of criminal activity at East Middle school and the surrounding neighborhood.
- Identifying and tracking of serious habitual juvenile offenders at the earliest point in time for the purpose of placement of these juveniles into appropriate service networks.
- Serving as liaison with school administrators, teachers and parent organizations.

- Supporting school public safety needs including conducting school security surveys and making recommendations regarding safety issues.
- Conduct GREAT (Gang Resistance Education and Training) program in the classroom.
- Provide DARE (Drug Abuse Resistance Education) training to the primary feeder schools to East Middle School.
- Provide a law enforcement presence in the schools with appropriate modeling and mentoring of students.
- Collect and disseminate information on juveniles involved in gang activity, drug or alcohol use and abuse, and violent criminal activities.
- Serve on local juvenile justice committees and boards such as “Build a Generation”, Western Region Alternative Placement (WRAP), or “Sober Grad”.
- Work with East Middle Schools crisis intervention team.
- Coordinate and participate in Cops for Kids events during school breaks.

**Quality and Level of Commitment to Program:**

This COPS in Schools grant application is requesting one (1) police officer position to enable the Grand Junction Police Department to assign a police officer full time to each of its three middle schools and high school. The City of Grand Junction is planning to retain this position after the expiration of the three-year grant period. The Grand Junction Police Department remains committed to the School Resource Officer concept and will continue with the program and positions after funding has ceased.

The Grand Junction Police Department was the first agency on the Western Slope of Colorado to initiate a School Resource Officer program. In 1975 one position was funded through federal grants which provided for a full time presence in local schools. With the exception of approximately 3 years in the early to mid 80's, the School Resource Officer program has flourished in the City of Grand Junction. This program is one of the most successful and popular services offered by the Grand Junction Police Department.

The Grand Junction Police Department has a long history of commitment to youth programs and issues. In 1987 the Grand Junction Police Department piloted the Law Related Education program for 9<sup>th</sup> grade students in cooperation with School District 51 and Dr. Robert Hunter of Colorado State University. In 1992 the Department began providing DARE to fifth grade students in all but one elementary school within the City. Today, over 450 students attend DARE classes annually in city schools. Additionally, in 1997 the GREAT program was introduced at Orchard Mesa Middle School. The success of this initial program led, in 1999, to GREAT classes being taught in all three city middle schools.

The School Resource Officer for which this grant application is made will work full time in the schools and the neighborhood surrounding the schools. This officers effort will be directed towards addressing juvenile related concerns as well as to build and increase youth focused successes through enforcement and prevention efforts.

**Link To Community Policing:**

The Grand Junction Police Department is and has been firmly committed to community policing strategies. The Operations Division of the Department houses Patrol, School Resource, and Crime Prevention. All three of these entities work together along with community members to address crime and safety issues.

Patrol officers in Grand Junction are consistently assigned to a specific beat or area of the city. This allows them to develop a familiarity with the residents, schools and businesses. All officers are encouraged to become involved in problem identification and resolution within their beat areas. They have the opportunity to work with Neighborhood Watch groups, business organizations and individuals to assist people in resolving their own issues in their area. During the summer months we staff the "Beat Six" project in which we assign six officers to the downtown area on bicycles. The "Downtown Shopping Park" has historically experienced significant problems with graffiti, vandalism, transient loitering and panhandling, and theft. This project has been very successful in improving quality of life for the residents and business owners in this area.

Additionally, the Grand Junction Police Department Crime Prevention Unit offers a large number of services to the community to assist with preventing criminal activity and teaching the community to avoid victimization. The Unit offers "Crime Prevention Through Environmental Design", Neighborhood Watch Coordination, Crime Stoppers of Mesa County, the Mesa Mall Holiday Sub-Station, and the Red Ribbon Drug Prevention Campaign.

The school resource officer requested in this application will serve as a coordinator for involving the rest of the Police Department staff, patrol officers and investigators, in youth intervention and prevention activities. That may mean bringing investigators in to teach a class or getting patrol officers involved with police sponsored drug free alternative activities such as dances or sporting events. It is our intention to have the school resource officers working with and involving more officers in coordinated school and youth related activities.





**U.S. Department of Justice – Office of Community Oriented Policing Services  
Cops in Schools Grant Application**

**MEMORANDUM OF UNDERSTANDING  
Grand Junction Police Department – Mesa County Valley School District 51**

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The Grand Junction Police Department is applying for funding for one additional school resource officer who will be assigned primarily to East Middle School. This document will serve to define the roles and responsibilities of the individuals and partners involved, including school resource officers, school officials, students and parents.

**GOALS AND OBJECTIVES**

**Mission Statement:**

It is the mission of the Grand Junction Police Department School Resource Unit to foster a positive relationship between students, their families, school staff, the surrounding neighborhood and the police department by serving as positive role models. This will include serving as a problem solver and providing law enforcement services when necessary.

**Description of General Duties:**

The school resource officer sought in this application will be assigned to East Middle School within the City of Grand Junction. The general duties of the officer will fall into three main categories.

- Prevention related activities focus on developing of interpersonal relationships and educational programs such as GREAT and DARE. This may also include guest appearances that supplement instruction from classroom teachers. Prevention can also be carried out by deterring criminal activity through surveillance and directed patrol in and around the schools.
- Intervention includes such work as advocacy for victims of crimes and appropriate referrals to other service providers when students are in special need of assistance. School resource officers can be an important link in meeting the needs of students, school staff, and families. Representation on school teams, such as those for student assistance programs, make police assistance readily accessible for intervention. The officer will also, in specified school areas, develop and maintain a close relationship with neighboring residents and business owners who may have interactions with students in the area of their business or home.

- The officer will address crime-related matters in and around the schools such as taking crime reports, following up on case investigations, arresting perpetrators, and issuing citations for traffic related violations.

### **Desired Outcomes:**

The reason for this grant application is to fund the hiring of an additional school resource officer. Presently the Grand Junction Police Department has three officers assigned to the program with one of those officers splitting his time between two middle schools and the seven elementary schools that feed into them. The number of students and faculty involved in that many schools is overwhelming and does not provide the best service to either school. We believe that with an additional school resource officer we will be able to increase the police presence on campus, increase the amount of contact and involvement the officers have with students, faculty, parents and neighbors at both East and West Middle Schools, thereby having an impact on crime and general delinquency in and around the schools. Additionally, this will enable the SRO's at both East and West Middle Schools to work more closely with all interested parties to address the problems and issues inherent in a school neighborhood.

### **ROLES AND RESPONSIBILITIES FOR GRANT REQUIREMENTS AND ADMINISTRATIVE PROCEDURES**

The Grand Junction Police Department will maintain responsibility for all grant management issues including the receipt and disbursement of funds, program reporting requirements, financial reporting requirements and information sharing responsibilities.

### **GRANT PROGRAM ISSUES**

A patrol sergeant, who also has supervision over our Mesa State College policing activities, supervises the School Resource Officer Program. Both of these operations are under the administrative command of the Day Watch Patrol Commander.

The school resource officer position applied for will be assigned to the East Middle School campus and it's surrounding neighborhood. During the School year approximately 70% of the officers time will be spent at various types of prevention activities, such as teaching DARE, GREAT and various other educational classes, student mentoring and counseling, staff and parent contacts, and serving on youth service boards and committees. The remaining 30% of the officers time will be spent in enforcement of reported criminal activity in and around the school grounds, identifying youth involved in early criminal activity, and developing intelligence on youth gang members and their activities.

During school vacation and break periods the school resource officer will continue to provide law enforcement services geared towards youth issues. It is during the school breaks we the Grand Junction Police Department sponsors several alternative, drug and alcohol free, activities for youth. Additionally, the officer will use these break times for additional program development and training.

**PARTNER INVOLVEMENT**

The school resource officer will coordinate his/her activities with the principal of East Middle School or his/her designee. The SRO is expected to maintain a strong relationship with school district personnel and is expected to consult with them on needs and issues of concern. Mesa County Valley School District 51 will allow access to the education environment and will work with the Grand Junction Police Department in providing a safe environment for students, family and staff.

\_\_\_\_\_  
Martyn Currie  
Interim Chief of Police  
Grand Junction Police Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rudy Malefich  
Director for Instruction  
Mesa County Valley School District 51

\_\_\_\_\_  
Date

**U.S. Department of Justice – Office of Community Oriented Policing Services  
Cops in Schools Grant Application**

**OFFICER RETENTION PLAN**

**Grand Junction Police Department**

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The City of Grand Junction plans to retain the one (1) police officer position requested in this COPS in Schools grant application after federal funding has completed its three year cycle. This will be accomplished through the City of Grand Junction budget process.

\_\_\_\_\_  
Martyn Currie  
Interim Chief of Police

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kelly Arnold  
Grand Junction City Manager

\_\_\_\_\_  
Date

**Attach 4**

**CITY COUNCIL AGENDA  
CITY OF GRAND JUNCTION**

<b>CITY COUNCIL</b>			
<b>Subject:</b>	<b>Sole Source Purchase – Wireless Report Writing System</b>		
<b>Meeting Date:</b>	<b>June 6, 2001</b>		
<b>Date Prepared:</b>	<b>May 25, 2001</b>		
<b>Author:</b>	<b>Ron Watkins</b>	<b>Title: Purchasing Manager</b>	
<b>Presenter Name:</b>	<b>Lt. Robert Knight</b>	<b>Title: Division Commander</b>	
	<b>Workshop</b>	<b>X</b>	<b>Formal Agenda</b>

**Subject:** Purchase of a **Wireless Report Writing Software System**

**Summary:** This system is a software solution for mobile wireless data access for the Grand Junction Police Department. By use of pocket radio technology the system provides real-time messaging and data communications among permanent and mobile users. Users log into the system from mobile computers mounted in each patrol car or mobile computers with internal wireless modems. This system is a law enforcement version that includes specialized features designed to improve officer safety, optimize communications efficiency and provide investigative logic field reporting.

**Background Information:** This sole source purchase is being requested from Vision TEK, Inc., because the system is superior functionally, no other system is available that meets the specialized needs of the Police Department, and compatibility with existing systems is critical.

**Budget:** Sufficient 2001 funds have been budgeted and approved for this purchase. This is a one-time purchase with no on-going annual expenditures.

**Action Requested/Recommendation:** Authorization to procure one Wireless Report Writing Software System from Vision TEK, Inc. Superior, Colorado in behalf of the Grand Junction Police Department for the amount of **\$80,000** as per cost proposal dated May 2001.

<b>Citizen Presentation:</b>	<b>X</b>	<b>No</b>	<b>Yes</b>	<b>If Yes,</b>
<b>Name:</b>	<b>N/A</b>			
<b>Purpose:</b>	<b>N/A</b>			

<b>Report results back to Council:</b>	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes	<b>When:</b>	
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<b>Placement on Agenda:</b>	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Indiv. Consideration	<input type="checkbox"/>	Workshop
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Attach 5

**CITY COUNCIL AGENDA  
CITY OF GRAND JUNCTION**

<b>CITY COUNCIL</b>			
<b>Subject:</b>	<b>Sole Source Purchase – Zetron Radio Interface Upgrade</b>		
<b>Meeting Date:</b>	<b>June 6, 2001</b>		
<b>Date Prepared:</b>	<b>May 25, 2001</b>		
<b>Author:</b>	<b>Ron Watkins</b>	<b>Title: Purchasing Manager</b>	
<b>Presenter Name:</b>	<b>Paula Creasy</b>	<b>Title: Communications Manager</b>	
	<b>Workshop</b>	<b>X</b>	<b>Formal Agenda</b>

**Subject:** Purchase of a Zetron 6/26 Radio Interface

**Summary:** This is an upgrade to the Communication Center existing Computer Aided Dispatch (CAD) system. The upgraded software works in conjunction with the Motorola paging equipment in the Communication Center and the individual Grand Junction Fire Stations to allow automatic dispatch notification (toning) for the fire station and a visual indicator for the dispatcher.

**Background Information:** This sole source purchase is being requested from Printrak, the provider of the original equipment. The system must be compatible with the original equipment, is superior functionally, and no other system is available that meets the specialized needs of the Communications Center.

**Budget:** Sufficient funds have been made available from the Emergency Telephone Service Authority Board for this purchase.

**Action Requested/Recommendation:** Authorization to procure one Zetron 6/26 Radio Interface Upgrade in behalf of the Grand Junction Communications Center for the amount of **\$29,423**.

<b>Citizen Presentation:</b>	<b>X</b>	<b>No</b>	<b>Yes</b>	<b>If Yes,</b>
<b>Name:</b>	<b>N/A</b>			
<b>Purpose:</b>	<b>N/A</b>			
<b>Report results back to Council:</b>	<b>X</b>	<b>No</b>	<b>Yes</b>	<b>When:</b>

<b>Placement on Agenda:</b>	<b>X</b>	<b>Consent</b>	<b>Indiv. Consideration</b>	<b>Workshop</b>
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**CITY COUNCIL AGENDA  
CITY OF GRAND JUNCTION**

<b>CITY COUNCIL</b>			
<b>Subject:</b>	<b>Resolution authorizing acceptance of a Colorado Emergency Medical Services Grant</b>		
<b>Meeting Date:</b>	<b>June 6, 2001</b>		
<b>Date Prepared:</b>	<b>May 29, 2001</b>		
<b>Author:</b>	<b>John Howard</b>	<b>Title: GJFD EMS Coordinator</b>	
<b>Presenter Name:</b>	<b>Jim Bright John Howard</b>	<b>Title: GJFD Operations Chief GJFD EMS Coordinator</b>	
	<b>Workshop</b>	<b>X</b>	<b>Formal Agenda</b>

**Subject:** City Council Resolution authorizing acceptance and the Mayor's signature on the contractual agreement for a Colorado State Emergency Medical Services grant for partial funding of a replacement ambulance for the Grand Junction Fire Department.

**Summary:** The Grand Junction Fire Department is requesting authorization to accept a \$34,200 matching grant from the Colorado EMS Grants Program.

(See attached Resolution, Year 2000 State Grant Application, and State EMS Grants Program Contract)

**Background Information:** In February of 2000, the Grand Junction Fire Department submitted a grant proposal to the Colorado State EMS Grants Program that would support funding of a replacement for our 11 year old van-type ambulance with a \$34,200 matching grant. This \$34,200 grant would supplement replacement accruals and trade-in funds that would enable us to purchase a larger modular-type ambulance that would better serve our response needs.

In July of 2000, our grant was accepted but not funded, due to a shortage of funds available in the State Grant Program. Our proposal was prioritized high on a waiting list that would disburse unused funds as they came in. We received notification of funding of this grant on May 16, 2001, with notice that the State requires that purchases must be completed with an ambulance on-site by June 30, 2001, or funds are returned to the State's General Fund. Our assessment is that several ambulances that closely match our specifications, from several vendors, are available. We are confident that we can meet the State time-line requirements and ensure City interests are met.

**Budget:** Unbudgeted revenue of \$34,200 to the General Fund. Staff time will be spent in preparing State quarterly reports and maintaining certain records. The bid process includes the option to inspect and drive unit to Grand Junction in order to expedite



delivery, and there may be some refurbishment costs associated with this type of bid process, such as changing paint striping, lettering, adding SCBA brackets, etc. We anticipate no change in the accrual rate because of options available with modular-type ambulances in moving patient compartments to a new chassis at the end of the chassis life with resulting dollar savings.

**Action Requested/Recommendation:** Grand Junction Fire Department Staff is requesting City Council resolution authorizing acceptance and the Mayor's signature on the contractual agreement of a State of Colorado Emergency Medical Services Grant in the amount of \$34,200.

<b>Citizen Presentation:</b>	<input checked="" type="checkbox"/>	<b>No</b>	<input type="checkbox"/>	<b>Yes</b>	<b>If Yes,</b>
<b>Name:</b>					
<b>Purpose:</b>					
<b>Report results back to Council:</b>	<input type="checkbox"/>	<b>No</b>	<input checked="" type="checkbox"/>	<b>Yes</b>	<b>When: June 20, 2001</b>

<b>Placement on Agenda:</b>	<input checked="" type="checkbox"/>	<b>Consent</b>	<input type="checkbox"/>	<b>Indiv. Consideration</b>	<input type="checkbox"/>	<b>Workshop</b>
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**RESOLUTION NO. -01**

**A RESOLUTION ACCEPTING A COLORADO STATE EMERGENCY MEDICAL SERVICES GRANT AND APPROVING THE ASSOCIATED CONTRACT**

**WHEREAS**, the City of Grand Junction, on behalf of the Grand Junction Fire Department, has submitted an application to the State of Colorado, Emergency Medical Services Grant Program for partial funding of a replacement ambulance; and

**WHEREAS**, the State of Colorado has approved \$34,200 in funds and has prepared a State EMS Grant Program contract; and

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

**WHEREAS**, a resolution by the City of Grand Junction formally accepting the State of Colorado EMS Grant and authorizing the proper signature to be affixed to the Contract indicating such approval is required by the State of Colorado.

**NOW, THEREFORE, BE IT RESOLVED**, the City of Grand Junction hereby accepts the Colorado State EMS grant funds on behalf of the Grand Junction Fire Department and hereby authorizes the appropriate authority to sign the State of Colorado Contract on behalf of the City of Grand Junction.

**PASSED AND ADOPTED** this 6<sup>th</sup> day of June, 2001

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

Attest:

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

**APPROVED WAIVER FORM CONTRACT**  
*Grants Program - Single Agency*

\_\_\_\_\_  
Department or Agency Name  
**COLORADO DEPARTMENT OF  
PUBLIC HEALTH AND ENVIRONMENT**

Department or Agency Number  
**FLA**

Contract Routing Number «File»  
\_\_\_\_\_

## CONTRACT

This **CONTRACT** is made this 15th day of September, 2000, by and between: the State of Colorado for the use and benefit of the **DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT**, whose address or principal place of business is **4300 Cherry Creek Drive South, Denver, CO 80246**, hereinafter referred to as "the State"; and, «OrgId», whose address or principal place of business is «PrimaryStreetPOBox», «PrimaryCity», «PrimaryState», «PrimaryZipCd» hereinafter referred to as "the Contractor".

**WHEREAS**, as to the State, authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for subsequent encumbering and payment in Fund Number **409**, Appropriation Code **845**, and Organization Code **8300**, under Contract Encumbrance Number **FLA EMS ; «File»**.

**WHEREAS**, the Emergency Medical Services and Prevention Division (EMSPD) was created to administer the Local Emergency Medical Services program created by Title 25, Article 3.5, Part 6, 8 C.R.S., as amended;

**WHEREAS**, the Emergency Medical Services Account within the Highway Users Tax Fund was created by section 25-3.5-603, 8 C.R.S., as amended, to fund grants for the enhancement of statewide emergency medical services;

**WHEREAS**, the Contractor is licensed, to the extent required by law, to provide emergency medical services in the State of Colorado;

**WHEREAS**, the State desires to grant funding to the Contractor to provide local emergency medical services;

**WHEREAS**, as of the effective date of this Contract, the State has a currently effective Group II purchasing delegation agreement with the Division of Finance and Procurement within the Colorado Department of Personnel;

**WHEREAS**, the Contractor has submitted a grant application that has been approved by the State;

**WHEREAS**, as of the effective date of this Contract, the Contractor meets all other qualifications for funding under the emergency medical services grants' program to provide local emergency medical services;

**WHEREAS**, in accordance with EMSPD Rule, section 3.4., the EMSPD deems the Contractor's application or request for use of grant funding as justified and an appropriate use of these grant funds; and,

**WHEREAS**, all required approvals, clearances, and coordination have been accomplished from and with all appropriate agencies.

**NOW THEREFORE**, in consideration of their mutual promises to each other, hereinafter stated, the parties hereto agree as follows:

**A. EFFECTIVE DATE AND TERM.** The proposed effective date of this Contract is **June 21, 2001**. However, in accordance with section 24-30-202(1), C.R.S., as amended, this Contract is not valid until it has been approved by the State Controller, or an authorized designee thereof. The Contractor is not authorized to, and shall not, commence performance under this Contract until this Contract has been approved by the State Controller. The State shall have no financial obligation to the Contractor whatsoever for any work or services or, any costs or expenses, incurred by the Contractor prior to the effective date of this Contract. If the State Controller approves this Contract on or before its proposed effective date, then the Contractor shall commence performance under this Contract on the proposed effective date. If the State Controller approves this Contract after its proposed effective date, then the Contractor shall only commence performance under this Contract on that later date. The initial term of this Contract shall commence on the effective date of this Contract and continue through and including **June 30, 2001**, unless sooner terminated by the parties pursuant to the terms and conditions of this Contract. In accordance with section 24-103-503, C.R.S., as amended, and Colorado Procurement Rule R-24-103-503, the total term of this Contract, including any renewals or extensions hereof, may not exceed five (5) years.

**B. DUTIES AND OBLIGATIONS OF THE CONTRACTOR.**

1. The Contractor shall use the funding granted to it under this Contract by the State to provide the emergency medical services project described in "**Attachment A**", "Colorado EMS Grant Application", which is incorporated herein by this reference, made a part hereof, and attached hereto. Grant funds related to these emergency medical services projects shall be used to upgrade the level of emergency medical services care offered in the State of Colorado.
2. If this Contract involves training or education services, then the Contractor shall submit written documentation of certification or other appropriate written documentation of satisfactory completion along with the invoice requesting reimbursement under this Contract.
3. If this Contract involves the acquisition of equipment, then the Contractor shall provide the State with written documentation of the purchase of the specified equipment, and shall comply with the following State requirements:
  - A. All communications equipment shall be purchased from the State award for communications equipment or from another vendor for a comparable price and quality. If the Contractor desires to purchase communications equipment which is not listed on the State award, then Contractor must complete an informal competitive solicitation process before purchasing such equipment. If a competitive solicitation process is used, then the Contractor shall purchase the communications equipment from the lowest responsive and responsible bidder.
  - B. If the Contractor desires to purchase emergency vehicles other than ambulances, then the Contractor must complete an informal competitive solicitation process before purchasing such equipment. The proposed specifications for these emergency vehicles must be approved by the State prior to the initiation of the informal competitive solicitation process. If a competitive solicitation process is used, then the Contractor shall purchase the emergency vehicles from the lowest responsive and responsible bidder.
  - C. If the Contractor desires to purchase medical equipment, then the Contractor must complete an informal competitive solicitation process

before purchasing such equipment. If a competitive solicitation process is used, then the Contractor shall purchase the medical equipment from the lowest responsive and responsible bidder.

- D. The Contractor shall maintain all purchased equipment in good working order, normal wear and tear excepted. The Contractor shall perform all necessary maintenance services for that equipment in a timely manner and in accordance with the manufacturer's specifications and any manufacturer's warranty requirements. The Contractor shall keep detailed and accurate records of all maintenance services performed on all purchased equipment.
  - E. During the term of this Contract, and as may be required after its expiration, the Contractor shall acquire and maintain personal property casualty insurance for the replacement value of the purchased equipment for the useful life of the purchased equipment.
  - F. The Contractor shall repair or replace all purchased equipment which is damaged, destroyed, lost, stolen, or involved in any other form of casualty.
  - G. The Contractor shall keep inventory control records on all purchased equipment. The Contractor shall obtain the prior, express, written consent of the State before relocating or reallocating any purchased equipment.
  - H. The Contractor shall provide the State with a picture of each piece of purchased equipment. This picture must be submitted with the final program report.
  - I. If the Contractor or its subcontractors cease to provide emergency medical services in the State of Colorado, then all equipment purchased under this Contract shall either be placed with another operating emergency medical services provider in the State of Colorado, or be sold at public auction for its then fair market value. That portion of the sale proceeds which equals the State's initial financial contribution towards the purchase of that equipment shall be refunded to the State by the Contractor. The Contractor shall obtain the prior, express written consent of the State prior to any relocation or sale of any purchased equipment.
4. Any training or education requirements which are identified in Attachment A are subject to the following terms and conditions:
- A. Reimbursement for all travel expenses associated with the training or education program shall be made in accordance with the then current State of Colorado reimbursement rates for travel as specified in the Fiscal Rules for the State of Colorado.
  - B. If a Contractor provides a training or education program under this Contract, then the Contractor shall acknowledge the use of emergency medical services account grant funds, managed by the State, on all public service announcements, program announcements, or any other printed material used for the purpose of promoting or advertising the program.
  - C. If a Contractor provides a training or education program under this Contract, then the Contractor shall develop and utilize a course evaluation tool to measure the effectiveness of the program. The Contractor shall submit a copy of the evaluation reports to the State upon completion of the program.

5. During the term of this Contract, the Contractor shall provide the State with quarterly progress reports for itself and its subcontractors in the format provided by the State.
6. Except for "public entities", which are described below, during the term of this Contract, and any renewal or extension thereof, the Contractor shall keep in force and effect a policy or policies of comprehensive general liability insurance, issued by a company authorized to do business in Colorado in an amount not less than \$500,000 combined single limit for total injuries or damages arising from any one incident (for bodily injuries or damages). The Contractor shall provide the State with a certificate of insurance as evidence that such insurance coverage is in effect as of the effective date of this Contract.

If the Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq.*, 10 C.R.S., as amended ("Act"), then the Contractor shall at all times during the term of this Contract maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. The Contractor must provide the State with proof of such insurance.

**C. DUTIES AND OBLIGATIONS OF THE STATE.** For and in consideration of the Contractor's satisfactory performance under this Contract, the State shall cause to be paid to the Contractor an amount not to exceed «AmountAwarded», «Written Amount» DOLLARS, as follows:

1. For equipment purchased under this Contract, the Contractor shall receive an «M of equipment»% of the total cost, an amount not to exceed «Contract Equipment». The Contractor shall provide matching funds in the amount of «Cash Match Equip». Any costs in excess of «Contract Equipment» (State Share) shall be the responsibility of the Contractor.
2. For training or education programs purchased under this Contract, the Contractor shall receive «M of training»% of the total cost, an amount not to exceed «Contract Training». The Contractor shall provide matching funds in the amount of «Cash Match Training». Any costs in excess of «Contract Training» (State Share) shall be the responsibility of the Contractor.
3. For all other types of projects to be performed under this Contract, the Contractor shall receive an amount not to exceed «Contract Other» (State Share). The Contractor shall provide matching funds in the amount of «Cash Match Other». Any costs in excess of the State's share of the project(s) shall be the responsibility of the Contractor.
4. Of the total financial obligation of the State to the Contractor under this Contract, \$ .00 dollars are identified as attributable to a funding source of the federal government and «AmountAwarded» dollars are identified as attributable to a funding source of the state government.
5. Payments under this Contract shall be made upon the receipt of a signed request for reimbursement from the Contractor along with a copy of a paid invoice, submitted in duplicate. The State shall issue a warrant made payable to the Contractor. Payment shall be contingent upon the affirmation by the State of the Contractor's full and satisfactory compliance with the terms and conditions of this Contract.
6. The State may prospectively increase or decrease the amount payable under this Contract through a "Change Order Letter", a sample of which is incorporated herein by this reference, made a part hereof, and attached hereto as "**Attachment B**". To be effective, the Change Order Letter must be: signed by the State and the Contractor; and, approved by the State Controller or an authorized designee

thereof. Additionally, the Change Order Letter shall include the following information:

- A. Identification of this Contract by its contract number and affected paragraph number(s);
- B. The type(s) of service(s) or program(s) increased or decreased and the new level of each service or program;
- C. The amount of the increase or decrease in the level of funding for each service or program and the new total financial obligation;
- D. The intended effective date of the funding change; and,
- E. A provision stating that the Change Order Letter shall not be valid until approved by the State Controller or such assistant as he may designate.

Upon proper execution and approval, the Change Order Letter shall become an amendment to this Contract. Except for the General and Special Provisions of this Contract, the Change Order Letter shall supersede this Contract in the event of a conflict between the two. It is expressly understood and agreed to by the parties that the change order letter process may be used only for increased or decreased levels of funding, corresponding adjustments to service or program levels, and any related budget line items. Any other changes to this Contract, other than those authorized by the contract renewal letter process described below, shall be made by a formal amendment to this Contract executed in accordance with the Fiscal Rules of the State of Colorado.

If the Contractor agrees to and accepts the proposed change, then the Contractor shall execute and return the Change Order Letter to the State by the date indicated in the Change Order Letter. If the Contractor does not agree to and accept the proposed change, or fails to timely return the partially executed Change Order Letter by the date indicated in the Change Order Letter, then the State may, upon written notice to the Contractor, terminate this Contract twenty (20) calendar days after the return date indicated in the Change Order Letter has passed. Such written notice shall specify the effective date of termination of this Contract. In the event of termination under this clause, the parties shall not be relieved of their respective duties and obligations under this Contract until the effective date of termination has occurred.

Increases or decreases in the level of contractual funding made through this change order letter process during the initial or renewal terms of this Contract may be made under the following circumstances:

- A. If necessary to fully utilize appropriations of the State of Colorado and/or non-appropriated federal grant awards;
- B. Adjustments to reflect current year expenditures;
- C. Supplemental appropriations, or non-appropriated federal funding changes resulting in an increase or decrease in the amounts originally budgeted and available for the purposes of this Contract;
- D. Closure of programs and/or termination of related contracts;
- E. Delay or difficulty in implementing new programs or services; and,
- F. Other special circumstances as deemed appropriate by the State.

## GENERAL PROVISIONS

1. If this Contract involves the expenditure of federal or state funds, then this Contract is subject to, and contingent upon, the continued availability of those funds for payment pursuant to the terms of this Contract. If those funds, or any part thereof, become unavailable as determined by the State, then the State may immediately terminate this Contract.
  
2. The parties warrant that each possesses actual, legal authority to enter into this Contract. The parties further warrant that each has taken all actions required by its applicable law, procedures, rules, or by-laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract and bind that party to its terms. The person or persons signing this Contract, or any attachments or amendments hereto, also warrant(s) that such person(s) possesses actual, legal authority to execute this Contract, and any attachments or amendments hereto, on behalf of that party.
  
3. **THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE OF THE STATE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE, OR SHALL BE DEEMED TO BE, AN AGENT OR EMPLOYEE OF THE STATE. THE CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX AND LOCAL HEAD TAX ON ANY MONIES PAID PURSUANT TO THIS CONTRACT. THE CONTRACTOR ACKNOWLEDGES THAT THE CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS THE CONTRACTOR OR A THIRD PARTY PROVIDES SUCH COVERAGE AND THAT THE STATE DOES NOT PAY FOR OR OTHERWISE PROVIDE SUCH COVERAGE. THE CONTRACTOR SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND THE STATE TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. THE CONTRACTOR SHALL PROVIDE AND KEEP IN FORCE WORKERS' COMPENSATION (AND SHOW PROOF OF SUCH INSURANCE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS.**



4. Except for "public entities", which are described below, during the term of this Contract, and any renewal or extension thereof, the Contractor shall procure, at its own expense, and keep in force and effect, the following insurance coverages:
  - A. As required by State law, standard Workers' Compensation insurance, including occupational disease; and, Employer Liability insurance, which covers all employees, on or off the work site, while acting within the course and scope of employment, in the amounts prescribed by applicable State law.
  - B. Comprehensive General Liability or Commercial General Liability insurance, to include bodily injury, personal injury, and property damage coverage, in the minimum amount of \$600,000 combined single limit for total injuries or damages arising from any one incident (for bodily injuries or damages). The Contractor must purchase additional insurance if claims against the Contractor reduce the available general aggregate amount below \$600,000 during the term of the Contract.
  - C. Automobile Liability insurance in the minimum amount of \$600,000 combined single limit auto insurance.
  - D. All insurance policies shall be issued by a company authorized to do business in Colorado. The State of Colorado is to be named as additional insured on any issued insurance policy. Each insurance policy shall contain a provision which prevents cancellation of that insurance policy without sixty (60) days' prior written notice, by certified mail, return receipt requested, of such cancellation to the State. On or before the effective date of this Contract, the Contractor shall provide the State with a certificate of insurance as evidence that such insurance coverages are in effect as of the effective date of this Contract.

If the Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, section 24-10-101, *et seq.*, 7 C.R.S., as amended ("CGIA"), then the Contractor shall at all times during the term of this Contract, and any renewals or extensions hereof, maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the CGIA. On or before the effective date of this Contract, the Contractor must provide the State with written proof of such insurance coverage.

5. The Contractor certifies that, as of the effective date of this Contract, it has currently in effect all necessary licenses, certifications, approvals, insurance, permits, etc., if any, required to properly perform the services and/or deliver the

supplies specified in this Contract. The Contractor also warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, etc., if any, required to properly perform this Contract, without reimbursement by the State or other adjustment in the Contract price. Additionally, all employees or subcontractors of the Contractor performing services under this Contract shall hold, and maintain in effect, all required licenses, certifications, approvals, insurance, permits, etc., if any, necessary to perform their duties and obligations under this Contract. The Contractor further certifies that, if a foreign corporation or other entity, it currently has obtained and shall maintain any applicable certificate of authority to do business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or nonrenewal of any necessary licenses, certifications, approvals, insurance, permits, etc., if any, required of the Contractor, or its employees and subcontractors, to properly perform its duties and obligations under this Contract shall be grounds for termination of this Contract by the State for default without further liability to the State.

6. If this Contract involves federal funds, or compliance is otherwise federally mandated, then the Contractor shall comply with the requirements of the following:
  - A. Office of Management and Budget Circulars A-87, A-21, or A-122, and A-102 or A-110, as applicable;
  - B. the AHatch Act@ (5 U.S.C. 1501-1508) and Public Law 95-454, Section 4728. These federal statutes declare that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs;
  - C. the ADavis-Bacon Act@ (40 Stat. 1494, Mar. 3, 1921, Chap. 411, 40 U.S.C. 276A-276A-5). This Act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor;
  - D. 42 U.S.C. 6101 et seq, 42 U.S.C. 2000d, 29 U.S.C. 794. These Acts mandate that no person shall, on the grounds of race, color, national origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or in part, by federal funds;
  - E. the AAmericans with Disabilities Act@ (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 -

12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);

- F. if the Contractor is acquiring an interest in real property and displacing households or businesses in the performance of this Contract, then the Contractor is in compliance with the AUniform Relocation Assistance and Real Property Acquisition Policies Act@, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246 - 256); and,
  - G. when applicable, the Contractor is in compliance with the provisions of the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments@ (Common Rule).
  - H. Section 2101 of the Federal Acquisition Streamlining Act of 1994, Public Law 103-355, which prohibits the use of federal money to lobby the legislative body of a political subdivision of the State.
7. If this Contract involves federal funds, or compliance is otherwise federally mandated, then by signing and submitting this Contract, the Contractor affirmatively avers that:
- A. the Contractor is in compliance with the requirements of the ADrug-Free Workplace Act@ (Public Law 100-690 Title V, Subtitle D, 41 U.S.C. 701 et seq.); and,
  - B. the Contractor hereby certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. The Contractor agrees to comply with all applicable regulations pursuant to Executive Order 12549, including, Debarment and Suspension and Participants' Responsibilities, 29 C.F.R. 98.510 (1990).
  - C. the Contractor agrees to comply with all applicable regulations pursuant to Section 319 of Public Law 101-121, Guidance for New Restrictions on Lobbying, including, Certification and Disclosure, 29 C.F.R. 93.110 (1990).
8. To be considered for payment, billings for payments pursuant to this Contract must be received within a reasonable time after the period for which payment is requested; but in no event no later than ninety (90) calendar days after the relevant performance period has passed. Final billings under this Contract must be received by the State within a reasonable time after the expiration or termination

of this Contract; but in no event no later than ninety (90) calendar days from the effective expiration or termination date of this Contract.

9. Unless otherwise provided for in this Contract, ALocal Match@ shall be included on all billing statements, in the column provided therefor, as required by the funding source.
10. The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.
11. In accordance with Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), if the Contractor receives federal funds from any source, including State pass through money, in an aggregate amount in excess of \$300,000.00 (June 24, 1997), in a State fiscal year (July 1 through June 30), then the Contractor shall have an annual audit performed by an independent certified public accountant which meets the requirements of OMB Circular A-133. If the Contractor is required to submit an annual indirect cost proposal to the State for review and approval, then the Contractor's auditor shall audit the proposal in accordance with the requirements of OMB Circulars A-21 (Cost Principles for Educational Institutions), A-87 (Cost Principles for State, Local and Tribal Governments), or A-122 (Cost Principles for Non-Profit Organizations), whichever is applicable. The Contractor shall furnish one (1) copy of the audit report(s) to the State=s Accounting Office within thirty (30) calendar days of issuance; but in no event later than nine (9) months after the end of the Contractor's fiscal year. If (an) instance(s) of noncompliance with federal laws and regulations occurs, then the Contractor shall take all appropriate corrective action(s) within six (6) months of the issuance of (a) report(s).
12. The Contractor shall grant to the State, or its authorized agents, access to the Contractor=s relevant records and financial statements. The Contractor shall retain all such records and financial statements for a period of six (6) years after the date of issuance of a final audit report. This requirement is in addition to any other audit requirements contained in other paragraphs of this Contract.
13. Unless otherwise provided for in this Contract, for all contracts with terms longer than three (3) months, the Contractor shall submit a written progress report, if required by this Contract, specifying the progress made for each activity identified

in this Contract. These progress reports shall be in accordance with the procedures developed and prescribed by the State. The preparation of progress reports in a timely manner is the responsibility of the Contractor. If the Contractor fails to comply with this provision, then such failure: may result in a delay of payment of funds; or, termination of this Contract. Progress reports shall be submitted to the State no later than the end of each calendar quarter, or at such other time as may otherwise be specified.

14. The Contractor shall maintain a complete file of all records, documents, communications, and other materials which pertain to this Contract. Such materials shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies, and services, and other costs of whatever nature for which a contract payment was made. These records shall be maintained according to generally accepted accounting principles and shall be easily separable from other records of the Contractor. Copies of all such records, documents, communications, and other materials shall be the property of the State and shall be maintained by the Contractor, in a central location as custodian for the State, on behalf of the State, for a period of six (6) years from the date of final payment under this Contract, or for such further period as may be necessary to resolve any pending matters, including, but not limited to, audits performed by the federal government.
15. The Contractor authorizes the State, or its authorized agents or designees, to perform audits or make inspections of its records for the purpose of evaluating its performance under this Contract at any reasonable time during the term of this Contract and for a period of three (3) years following the termination of this Contract. As such, the Contractor shall permit the State, any appropriate federal agency or agencies, or any other duly authorized governmental agent or agency, to monitor all activities conducted by the Contractor pursuant to the terms of this Contract. Such monitoring may include, but is not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checks, formal audit examinations, or any other reasonable procedures. All monitoring shall be performed by the State in such a manner that it shall not unduly interfere with the work of the Contractor.
16. If the Contractor obtains access to any records, files, or information of the State in connection with, or during the performance of, this Contract, then the Contractor shall keep all such records, files, or information confidential and shall comply with all laws and regulations concerning the confidentiality of all such records, files, or information to the same extent as such laws and regulations apply to the State. Any breach of confidentiality by the Contractor or third party agents of the

Contractor shall constitute good cause for the State to cancel this Contract, without liability to the State. Any State waiver of an alleged breach of confidentiality by the Contractor, or third party agents of the Contractor, does not constitute a waiver of any subsequent breach by the Contractor, or third party agents of the Contractor.

17. Unless otherwise agreed to in this Contract, or in a written amendment executed and approved pursuant to Fiscal Rules of the State of Colorado, the parties agree that all material, information, data, computer software, documentation, studies, and evaluations produced in the performance of this Contract for which the State has made a payment under this Contract are the sole property of the State.
18. If any copyrightable material is produced under this Contract, then the State, and any applicable federal funding entity, shall have a paid in full, irrevocable, royalty free, and non-exclusive license to reproduce, publish, or otherwise use, and authorize others to use, the copyrightable material for any purpose authorized by the Copyright Law of the United States as now or hereinafter enacted. Upon the written request of the Contractor shall provide the State with three (3) copies of all such copyrightable material.
19. If required by the terms and conditions of a federal or state grant, the Contractor shall obtain the prior approval of the State and all necessary third parties prior to publishing any materials produced under this Contract. If required by the terms and conditions of a federal or state grant, the Contractor shall also credit the State and all necessary third parties with assisting in the publication of any materials produced under this Contract.
20. If this Contract is in the nature of personal/purchased services, then the State reserves the right to inspect services provided under this Contract at all reasonable times and places during the term of this Contract. AServices@, as used in this clause, includes services performed or written work performed in the performance of services. If any of the services do not conform with the terms of this Contract, then the State may require the Contractor to perform the services again in conformity with the terms of this Contract, with no additional compensation to the Contractor for the reperformed services. When defects in the quality or quantity of the services cannot be corrected by reperformance, then the State may: require the Contractor to take all necessary action(s) to ensure that the future performance conforms to the terms of the Contract; and, equitably reduce the payments due to the Contractor under this Contract to reflect the reduced value of the services

performed by the Contractor. These remedies in no way limit the other remedies available to the State as set forth in this Contract.

21. If, through any cause attributable to the Contractor's action(s) or inaction(s), the Contractor: fails to fulfill, in a timely and proper manner, its duties and obligations under this Contract; or, violates any of the agreements, covenants, provisions, stipulations, or terms of this Contract, then the State shall thereupon have the right to terminate this Contract for cause by giving written notice thereof to the Contractor. Such written notice shall be given at least ten (10) calendar days before the proposed termination date and shall afford the Contractor the opportunity to cure the default or state why termination is otherwise inappropriate. If this Contract is terminated for default, then all finished or unfinished data, documents, drawings, evaluations, hardware, maps, models, negatives, photographs, reports, software, studies, surveys, or any other material, medium or information, however constituted, which has been or is to be produced or prepared by the Contractor under this Contract shall, at the option of the State, become the property of the State. The Contractor shall be entitled to receive just and equitable compensation for any services or supplies delivered to, and accepted by, the State. If applicable, the Contractor shall return any unearned advance payment it received under this Contract to the State. Notwithstanding the above, the Contractor is not relieved of liability to the State for any damages sustained by the State because of the Contractor's breach of this Contract. The State may withhold any payment due to the Contractor under this Contract to mitigate the State's damages until such time as the exact amount of the State's damages from the Contractor's breach of this Contract is determined. If, after terminating this Contract for default, it is determined for any reason that the Contractor was not in default, or that the Contractor's action or inaction was excusable, then such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience as described in paragraph 22 below.
  
22. The State may, when the interests of the State so require, terminate this Contract in whole or in part, for the convenience of the State. The State shall give written notice of such termination to the other party specifying the part(s) of the Contract terminated. Such written notice shall be given to the other party at least thirty (30) calendar days before the effective date of termination. If this Contract is terminated for convenience, then all finished or unfinished data, documents, drawings, evaluations, hardware, maps, models, negatives, photographs, reports, software, studies, surveys, or any other material, medium or information, however constituted, which has been or is to be produced or prepared by the Contractor under this Contract shall, at the option of the State, become the property of the State. The Contractor shall be entitled to receive just and equitable compensation

for any services or supplies delivered to, and accepted by, the State. If applicable, the Contractor shall return any unearned advance payment it received under this Contract to the State. This paragraph in no way implies that a party has breached this Contract by the exercise of this paragraph. If this Contract is terminated by the State as provided for herein, then the Contractor shall be paid an amount equal to the percentage of services actually performed for, or goods actually delivered to, the State, less any payments already made by the State to the Contractor for those services or goods. However, if less than sixty percent (60%) of the services or goods covered by this Contract have been performed or delivered as of the effective date of termination, then the Contractor shall also be reimbursed (in addition to the above payment) for that portion of those actual Out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the term of this Contract which are directly attributable to the uncompleted portion of the services, or the undelivered portion of the goods, covered by this Contract. In no event shall reimbursement under this clause exceed the total financial obligation of the State to the Contractor under this Contract. If this Contract is terminated for default because of the Contractor's breach of this Contract, then the provisions of paragraph 21 above shall apply.

23. Neither the Contractor nor the State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this Contract; nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by a supervening cause. As used in this Contract, A supervening cause is defined to mean: an act of God, fire, explosion, action of the elements, strike, interruption of transportation, rationing, court action, illegality, unusually severe weather, war, or any other cause which is beyond the control of the affected party and which, by the exercise of reasonable diligence, could not have been prevented by the affected party.
24. It is expressly understood and agreed to between the parties that the enforcement of the terms and conditions of this Contract, and all rights of action related to such enforcement, shall be strictly reserved to the State and the named Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever to or by any third person. Nothing contained in this Contract shall be construed as a waiver of any provision of the Colorado Governmental Immunity Act, section 24-10-101 *et seq.*, C.R.S., as amended. It is the express intent of the State and the named Contractor that any person or entity, other than the State or the named Contractor, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.



25. To the extent that this Contract may be executed and performance of the obligations of the parties may be accomplished within the intent of this Contract, the terms of this Contract are severable. If any term or provision of this Contract is declared invalid by a court of competent jurisdiction, or becomes inoperative for any other reason, then such invalidity or failure shall not affect the validity of any other term or provision of this Contract.
26. The waiver of a breach of a term or provision of this Contract shall not be construed as a waiver of a breach of any other term or provision of this Contract or, as a waiver of a breach of the same term or provision upon subsequent breach.
27. If this Contract is in the nature of personal/purchased services, then, except for accounts receivable, the rights, duties, and obligations of the Contractor cannot be assigned, delegated, or otherwise transferred, except with the prior, express, written consent of the State.
28. Except as otherwise provided for herein, this Contract shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.
29. Unless otherwise provided for in this Contract, the Contractor shall notify the State, within five (5) working days after being served with a summons, complaint, or other pleading in a case which involves any services provided under this Contract and which has been filed in any federal or state court or administrative agency. The Contractor shall immediately deliver copies of any such documents to the State.
- 30. This Contract is subject to such modifications as may be required by changes in applicable federal or state law, or federal or state implementing rules, regulations, or procedures of that federal or state law. Any such required modification shall be automatically incorporated into, and be made a part of, this Contract as of the effective date of such change as if that change was fully set forth herein. Except as provided above, no modification of this Contract shall be effective unless such modification is agreed to in writing by both parties in an amendment to this Contract that has been previously executed and approved in accordance with applicable law.**
31. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract, and the exhibits and attachments

hereto, which may require continued performance or compliance beyond the termination date of this Contract shall survive such termination date and shall be enforceable as provided herein in the event of a failure to perform or comply by a party to this Contract.

32. Notwithstanding any other provision of this Contract to the contrary, no term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act (CGIA), section 24-10-101, *et seq.*, C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of the alleged negligence of the State or the Contractor, their departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of section 24-10-101 *et seq.*, C.R.S., as now or hereafter amended.
33. The captions and headings used in this Contract are for identification only, and shall be disregarded in any construction of the terms, provisions, and conditions of this Contract.
34. The parties hereto agree that venue for any action related to this Contract shall be in the City and County of Denver, Colorado.
35. All attachments to this Contract are incorporated herein by this reference and made a part hereof as if fully set forth herein. In the event of any conflict or inconsistency between the terms of this Contract and those of any attachment to this Contract, the terms and conditions of this Contract shall control.
36. This Contract is the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in 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 Fiscal Rules of the State of Colorado.

## **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.

### **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.**

3. If this contract involves the payment of more than fifty thousand dollars for the construction, erection, repair, maintenance, or improvement of any building, road, bridge, viaduct, tunnel, excavation or other public work for this State, the contractor shall, before entering upon the performance of any such work included in this contract, duly execute and deliver to the State official who will sign the contract, a good and sufficient bond or other acceptable surety to be approved by said official in a penal sum not less than one-half of the total amount payable by the terms of this contract. Such bond shall be duly executed by a qualified corporate surety conditioned upon the faithful performance of the contract and in addition, shall provide that if the contractor or his subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provendor or other supplies used or consumed by such contractor or his subcontractor in performance of the work contracted to be done or fails to pay any person who supplies rental machinery, tools, or equipment in the prosecution of the work the surety will pay the same in an amount not exceeding the sum specified in the bond, together with interest at the rate of eight per cent per annum. Unless such bond is executed, delivered and filed, no claim in favor of the contractor arising under such contract shall be audited, allowed or paid. A certified or cashier's check or a bank money order payable to the Treasurer of the State of Colorado may be accepted in lieu of a bond. This provision is in compliance with CRS 38-26-106.

### **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 (CRS 24-34-402), 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 and subcontracts.

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

- (a) 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.
- (b) 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.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, 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.
- (d) The contractor and labor unions will furnish all information and reports required by Executive Order, Equal Opportunity and Affirmative Action, dated 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.
- (e) A labor organization will not exclude any individual otherwise qualified from full membership rights in such labor organization, 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.

- (f) 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.
- (g) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further State contracts in accordance with procedures, authorized in Executive Order, Equal Opportunity and Affirmative Action, dated 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, dated April 16, 1975, or by rules, regulations, or orders promulgated in accordance therewith, or as otherwise provided by law.
- (h) The contractor will include the provisions of paragraphs (a) through (h) in every subcontract and subcontractor purchase order unless exempted by rules, regulations, or orders issued pursuant to Executive Order, Equal Opportunity and Affirmative Action, dated 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 of CRS 8-17-101 & 102 for 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 a 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. (CRS 8-19-101 and 102)

**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. Pursuant to CRS 24-30-202.4 (as amended), the state controller may withhold debts owed to state agencies under the vendor offset intercept system for:  
(a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 22, Title 39, CRS; (c) unpaid loans due to the student loan division of the department of higher education; (d) owed amounts required to be paid to the unemployment compensation fund; and (e) other unpaid debts owing to the state or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the controller.
10. The signatories aver that they are familiar with CRS 18-8-301, et. seq., (Bribery and Corrupt Influences), and CRS 18-8-401, et. seq., (Abuse of Public Office), and that no violation of such provisions is present.
11. The signatories aver that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the service or property described herein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract as of the date and year first above written.

**CONTRACTOR:**

**STATE:**

**(Full Legal Name) «OrgId» STATE OF COLORADO**

**Bill Owens, Governor**

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

By:

DEPARTMENT OF

Position (Title) \_\_\_\_\_  
PUBLIC HEALTH AND ENVIRONMENT

«OrgFedTaxId»  
Social Security Number or Federal I.D. Number  
Approval

Program

If Corporation, Town/City/County, or Equivalent:  
\_\_\_\_\_

By:

Attest (Affix Seal)

By: \_\_\_\_\_  
Corporate Secretary, or Equivalent, Town/City/County Clerk

APPROVALS:

ATTORNEY GENERAL

CONTROLLER

By: \_\_\_\_\_  
\_\_\_\_\_ Ken Salazar

By:

Arthur L. Barnhart

Attach 7

**CITY COUNCIL AGENDA  
CITY OF GRAND JUNCTION**

<b>CITY COUNCIL</b>				
<b>Subject:</b>	<b>Award of Construction Contract for 29 ROAD IMPROVEMENTS PHASE 1 - UTILITES</b>			
<b>Meeting Date:</b>	<b>June 6, 2001</b>			
<b>Date Prepared:</b>	<b>May 25, 2001</b>			
<b>Author:</b>	<b>James H. Taylor</b>	<b>Project Engineer</b>		
<b>Presenter Name:</b>	<b>Tim Moore</b>	<b>Public Works Manager</b>		
<b>Meeting Type:</b>		<b>Workshop</b>	<b>X</b>	<b>Formal Agenda</b>

**Subject:** Award of a Construction Contract for **29 ROAD IMPROVEMENTS PHASE 1 - UTILITIES** to **M.A. Concrete Construction, Inc.** in the amount of **\$1,082,318.50**.

**Summary:** Bids were received and opened on May 24, 2001 for **29 ROAD IMPROVEMENTS PHASE 1 - UTILITIES**. The low bid was submitted by **M.A. Concrete Construction, Inc.** for the amount of **\$1,082,318.50**. Federal funds are not being used for the utility portion of 29 Road.

**Background Information:** This project consists of installing a 48" and 36" diameter storm drain from the I-70 Business Loop to a point 265' north of North Avenue, replacing the existing 6" diameter waterline with new 8" and 12" diameter waterline, relocating the existing irrigation ditch, replacing 1360' of 8" diameter Central Grand Valley Sanitary Sewer with 12" diameter pipe, and replacing 530' of 10" and 8" diameter sanitary sewer that is part of the Fruitvale Sanitation District system. It is necessary that this Work be done prior to the street reconstruction of this section that is scheduled for later this year.

Work is scheduled to begin on or about June 20, 2001 and continue for 80 Calendar Days with an anticipated completion date of September 7, 2001.

The following bids were received for this project:

<u>Contractor</u>	<u>From</u>	<u>Bid Amount</u>
M.A. Concrete Construction, Inc.	Grand	\$1,082,318.50
RW Jones Construction, Inc.	Fruita	\$1,155,535.75
Sorter Construction, Inc.	Grand	\$1,209,705.00



Engineer's Estimate \$1,286,545.00

**Budget:**

Project Costs:

Construction (Utility Contract)	\$1,082,318.50
Right-of-way/easement acquisition	\$45,505.00
Engineering Design	\$34,280.00
Street Lighting	\$15,209.00
Power Line Under-grounding	\$76,700.00
City Inspection and Administration (Estimate)	\$27,500.00
<b>Total Project Costs</b>	<b>\$1,281,512.50</b>

Funding:

2011 Fund – City (Includes \$359,000 Federal Funds)	\$888,730.00
County Funds	\$590,000.00
301 Fund – City Water	\$138,175.00
Fruitvale Sanitation District Funds	\$52,132.50
Central Grand Valley Sanitation District Funds	\$69,730.00
<b>Available Funds</b>	<b><u>\$1,738,767.50</u></b>

**Balance remaining for Street Improvements from a point 800' south of North Avenue to a point 500' north of North Avenue. This Work is scheduled for construction this fall under a separate contract.** **\$457,255.00**

**Rights-of-way and easements:** The Right of Way and Easements necessary for the construction of Phase 1- Utilities have been acquired. The remaining Right of Way and Easements for the Phase 1 – Street construction are in the process of being acquired.

**Action Requested/Recommendation:** City Council motion authorizing the City Manager to execute a Construction Contract for the **29 Road Improvements Phase 1 - Utilities** with **M.A. Concrete Construction, Inc.** in the amount of **\$1,082,318.50**.

Citizen Presentation:	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes
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Report results back to Council:	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes	When :	
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Placement on Agenda:	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Individual Consideration	<input type="checkbox"/>	Workshop
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**Attach 8**

**CITY COUNCIL AGENDA  
CITY OF GRAND JUNCTION**

<i><b>CITY COUNCIL</b></i>		
<b>Subject:</b>	<b>2001 New Sidewalk Construction</b>	
<b>Meeting Date:</b>	<b>Wednesday, June 6, 2001</b>	
<b>Date Prepared:</b>	<b>May 29, 2001</b>	
<b>Author:</b>	<b>Mike Best</b>	<b>Sr. Engineering Technician</b>
<b>Presenter Name:</b>	<b>Tim Moore</b>	<b>Public Works Manager</b>
<b>Workshop</b>	<b>X</b>	<b>Formal Agenda Discussion Item</b>

**Subject:** Award the construction contract for the 2001 New Sidewalk Construction to Vista Paving Corporation. in the amount of \$109,970.90

**Summary:** Bids were received and opened on May 29, 2001, for **the 2001 New Sidewalk Construction**. The low bid was submitted by **Vista Paving Corporation** in amount of **\$109,970.90**.

**Background Information:** This project will complete the sidewalk along existing curb, gutter and sidewalk along school walking routes in the City of Grand Junction. The following locations will have new sidewalk installed this year.

- 17<sup>th</sup> Street Grand to Ouray east side
- 18<sup>th</sup> Grand to Ouray east side
- Ouray 18<sup>th</sup> to 19<sup>th</sup> south side
- Ouray 17th to 18th north side
- Chipeta Ave. 17<sup>th</sup> to 19<sup>th</sup> south side
- Sparn and North Ave. south side
- North Ave. 28 1/4 Rd to Entrance to City Market
- Hall Ave. 15<sup>th</sup> to 18<sup>th</sup> north side
- Texas Ave. 16<sup>th</sup> to 17<sup>th</sup> south side
- 17<sup>th</sup> Texas Ave. to Hall Ave. west side

This project will start on June 18, 2001 and continue for 11 weeks with anticipated completion date of September 3, 2001.

The following bids were received for this project:

<u>Contractor</u>	<u>From</u>	<u>Bid Amount</u>
Reyes Construction	Grand Junction	\$137,271.25
G and G Paving	Grand Junction	\$130,000.00

BPS Concrete	Grand Junction	\$124,995.27
Vista Paving Corp.	Grand Junction	\$109,970.90
Engineer's Estimate		\$123,029.75

**Budget:**

Project Costs:

Construction	
\$109,970.90	
City inspection and Admin. (Estimate)	\$18,000.00
<hr/>	
Total Project Costs	
\$127,970.90	

Funding:

New Sidewalk 2011 F01300	
\$119,870.00	
Curb Gutter and Sidewalk Repair F00900	\$ 8,100.90
<hr/>	
Total	
\$127,970.90	

**Action Requested/Recommendation:** City Council motion authorizing the City Manager to execute a construction contract for the 2001 New Sidewalk Construction with **Vista Paving Corporation** in the amount of **\$109,970.90**.

<b>Citizen Presentation:</b>	<input checked="" type="checkbox"/>	No		Yes	If Yes,
<b>Name:</b>					
<b>Purpose:</b>					

<b>Report results back to Council:</b>	<input checked="" type="checkbox"/>	No		Yes	When:	
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<b>Placement on Agenda:</b>	<input checked="" type="checkbox"/>	Consent		Indiv. Consideration		Workshop
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**Attach 9**

**CITY COUNCIL AGENDA  
CITY OF GRAND JUNCTION**

<i><b>CITY COUNCIL</b></i>			
<b>Subject:</b>	<b>Joint Resolution concerning FY 2002 Regional Transportation Planning Contract (RPC)</b>		
<b>Meeting Date:</b>	<b>June 6, 2001</b>		
<b>Date Prepared:</b>	<b>May 17, 2001</b>		
<b>Author:</b>	<b>Cliff Davidson</b>	<b>RTPO Director</b>	
<b>Presenter Name:</b>	<b>Tim Moore</b>	<b>Public Works Manager</b>	
		<b>X</b>	<b>Formal Agenda</b>

**Subject:** Adoption of the FY 2002 Regional Transportation Planning Contract Joint Resolution.

**Summary:** A Joint Resolution approving the Regional Transportation Planning Office to accept funds in the amount of \$8500.00 from CDOT. The funds allow the RTPO director to participate in the Statewide Advisory Committee activities.

Background Information: The contract period is July 1, 2001 through June 30, 2002. Work under this contract consists of four tasks: participation in the Statewide Transportation Advisory Committee; public participation for the statewide planning process; integrate regional plans with the Statewide Transportation Plan; and make amendments to the Regional Transportation Plan as necessary. The total value of this contract is \$8,500

Mesa County is a co-signer to this agreement.

**Budget:.** There is no City of Grand Junction Local Match Requirement.

**Action Requested/Recommendation:** Approve and sign the joint resolution and contract between CDOT and the Grand Junction/Mesa County MPO.

<b>Citizen Presentation:</b>	<b>x</b>	<b>No</b>	<b>Yes</b>	<b>If Yes,</b>
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<b>Name:</b>	
<b>Purpose:</b>	

<b>Report results back to Council:</b>	<input checked="" type="checkbox"/>	<b>No</b>	<input type="checkbox"/>	<b>Yes</b>	<b>When:</b>	
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<b>Placement on Agenda:</b>	<input checked="" type="checkbox"/>	<b>Consent</b>	<input type="checkbox"/>	<b>Indiv. Consideration</b>	<input type="checkbox"/>	<b>Workshop</b>
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MCC# \_\_\_\_\_  
GJCC# \_\_\_\_\_

**RESOLUTION NO. -01**

**A JOINT RESOLUTION OF THE COUNTY OF MESA AND THE CITY OF GRAND JUNCTION CONCERNING ADOPTION OF THE FISCAL YEAR 2002 REGIONAL TRANSPORTATION PLANNING CONTRACT**

WHEREAS, The City and County have been designated by the Governor as the Metropolitan Planning Organization for the Grand Junction/Mesa County Urbanized Area; and

WHEREAS, Part 2 of Article 1 of Title 29, Colorado Revised Statutes authorizes the parties to contract with one another to make the most efficient and effective use of their powers and responsibilities; and

WHEREAS, The City and County realize the importance of both short and long range planning in the development of an efficient transportation system, and are both aware that it is the responsibility of the Metropolitan Planning Organization to perform those planning functions; and

WHEREAS, The City and County, in their performance of those planning functions for the Urbanized Area, wish to use Federal Highway Administration transportation planning funds in coordination with the Colorado Department of Transportation;

NOW, THEREFORE, BE IT JOINTLY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MESA, COLORADO AND THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

That the Regional Transportation Planning Contract, hereunto attached, is adopted by the Board of County Commissioners of the County of Mesa, Colorado on \_\_\_\_\_, and by the City Council of the City of Grand Junction, Colorado on \_\_\_\_\_.

CITY OF GRAND JUNCTION

COUNTY OF MESA

\_\_\_\_\_  
Mayor  
Grand Junction City Council

\_\_\_\_\_  
Chair of the Board  
Mesa County Board of Commissioners

\_\_\_\_ day of \_\_\_\_\_, 2001

\_\_\_\_ day of \_\_\_\_\_, 2001

Attest:

Attest:

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

\_\_\_\_\_  
County Clerk

Routing No: \_\_\_\_\_

REGIONAL TRANSPORTATION PLANNING  
Grand Junction/Mesa County MPO  
TPR

## CONTRACT

THIS CONTRACT, made this \_\_\_\_ day of \_\_\_\_\_ 2001, by and between the State of Colorado for the use and benefit of the Colorado Department of Transportation (CDOT), Division of Transportation Development, hereinafter referred to as "the State", and the Grand Junction/Mesa County MPO, PO Box 20000-5013, Grand Junction, CO 81502-5013, created under powers set forth in §§43-1-1102(5) and 30-28-105 C.R.S., hereinafter referred to as "the Contractor".

WHEREAS, authority exists in the law and funds have been budgeted, appropriated, and otherwise made available to FEIN Number 846000783, in COFRS Fund 400, Organization 9991, Appropriation Code 010, Program 5000, Function 1441 Object 5180-1 (P), Reporting Category 0510, Project 18684, Phase 2, TOTAL ENCUMBRANCE IS \$8,500.00 EXACTLY; and

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

WHEREAS, general purpose local governments within the Transportation Planning Region (TPR) as defined in the intergovernmental agreement of the Contractor, have agreed that the Contractor shall assume responsibilities, in cooperation with the State and in accordance with §§30-28-105 and 43-1-1103(1) C.R.S. and 23 U.S.C. Section 135; and,

WHEREAS, pursuant to 23 U.S.C. Section 134, federal legislation provides for the designation of metropolitan planning organizations (MPOs) for urbanized areas of more than 50,000 population by agreement among the Governor and units of general purpose local government to carry out the transportation planning process; and,

WHEREAS, pursuant to 23 U.S.C. Section 135, federal legislation requires the Colorado Department of Transportation to develop a long-range State transportation plan which incorporates the regional transportation plans prepared by the MPOs; and,

WHEREAS, pursuant to §43-1-1103 (5) C.R.S., state legislation requires the CDOT to integrate and consolidate regional transportation plans into a comprehensive state transportation plan; and,

WHEREAS, §43-1-1101 C.R.S. identifies RPCs for the TPRs as the proper forum for regional transportation planning; and,



WHEREAS, pursuant to §43-1-1103(3)(a) C.R.S., the RPCs, in cooperation with the State and other governmental agencies, are responsible for carrying out continuing, cooperative, and comprehensive transportation planning for the TPRs; and,

WHEREAS, pursuant to §§43-1-1102(7) and 43-1-1103(5) C.R.S., the State has developed Rules at 2 CCR 604-2 ("the Rules") which identify the TPRs and set forth the process through which RPCs for the TPRs can develop, amend, and update regional transportation plans for integration by the CDOT into a comprehensive state transportation plan; and,

WHEREAS, the Regional Transportation Plan is complete and will be updated on a six year cycle pursuant to Section VII of the Rules; and

WHEREAS, the Regional Transportation Plan may be amended pursuant to Section VII of the Rules during intervening years so as to reflect changing conditions and maintain consistency with the long range state transportation plan and the State Transportation Improvement Program (STIP); and,

WHEREAS, the State receives on an annual basis federal State Planning and Research funds (SPR funds) for purposes including statewide planning, the planning of future highway programs and local public transportation systems, and plans for the implementation of such programs; and,

WHEREAS, the State desires to delegate its responsibility for assessing the transportation needs for any jurisdictions within the Grand Junction/Mesa County TPR not participating on the Grand Junction/Mesa County RPC; and,

WHEREAS, the Grand Junction/Mesa County RPC desires to conduct regional transportation planning for any jurisdiction within the Grand Junction/Mesa County TPR not participating on the Grand Junction/Mesa County RPC; and,

WHEREAS, the Contractor desires to receive SPR funds apportioned to the State by the Federal Government in accordance with 23 U.S.C. Sections 104 and 307(C) to be administered by the State and to be spent by the Contractor on activities associated with the statewide transportation planning process carried out in accordance with 23 U.S.C. Section 135 and §43-1-1103 C.R.S.; and,

WHEREAS, the funding has been approved and budgeted for use by the Contractor in the Fiscal Year 2002 SPR PR01-002 and the Federal Fiscal Year\_2002 SPR PR 01-002 Work Program; and,

WHEREAS, the Contractor desires to be responsible for the expenditure of the SPR funds for carrying out activities associated with the statewide transportation

planning process, for the period beginning with the executed date of the contract through June 30, 2002 (the Program Period); and,

WHEREAS, the Contractor desires to perform the work described in the Rural Planning Work Program (Exhibit A) and has agreed to monitor the progress and costs of the work in order to stop performance prior to incurring costs in excess of \$8,500.00; and is the only entity empowered with this responsibility; and,

WHEREAS, this contract is entered into pursuant to the authority of §§43-1-106, 43-1-224, 30-28-105, 29-1-203, and 24-103-205 C.R.S.;

NOW, THEREFORE, the parties hereto mutually agree to carry out the necessary continuing, cooperative, and comprehensive transportation planning within the Grand Junction/Mesa County TPR as more specifically described herein. The parties agree:

#### **I. SCOPE OF WORK**

- A. The intergovernmental agreement creating the Contractor under C.R.S. 30-28-105, the Statewide Transportation Planning Process and Transportation Planning Regions rules (2 CCR 604-2, "the Rules"), and the Code of Federal Regulations (CFR 23, Part 172 and CFR 49, Part 18) regarding administration of negotiated contracts are made a part of this contract by reference. Also, the State Special Provisions and Exhibit A (the Rural Planning Work Program) are attached hereto and incorporated herein as terms and conditions of this contract by this reference:
- B. In the event of a conflict between CFR 23, Part 172 and/or CFR 49, Part 18 and the provisions of this contract proper or the attachments hereto; CFR 23, Part 172 and CFR 49, Part 18 shall control to the extent of such conflict, however, the provisions of 23 U.S.C. Section 135 take precedence over any conflicting terms of this contract. The provisions of this paragraph do not constitute a waiver of legal and administrative appeals available to the Contractor or the State.
- C. The Contractor shall cooperatively undertake the activities related to the statewide transportation planning process, set forth in Sections IV, V, VI, VII and VIII of the Rules and perform the tasks identified in Exhibit A for the expenditure of SPR funds during the Program Period.
- D. The Contractor shall provide the mechanism for funding the tasks during the Program Period for the SPR funds to be expended to implement the planning process in the TPR.

- E. The Contractor shall assure that SPR funds spent during the Program Period for those tasks identified in Exhibit A are spent in accordance with all applicable State and Federal requirements and with the terms of this contract.
- F. The Contractor shall assure that the management of the Rural Planning Work Program will be accomplished.
- G. The Contractor shall provide the products and services identified in Exhibit A to the State by the specified date(s).

- H. The Contractor shall take all reasonable steps to obtain the necessary staff or consultant services required to carry out all tasks described and identified in Exhibit A and Section I. The selection for consultant services shall be in compliance with all federal procurement requirements. In addition, any Request for Proposal (RFP) used by the Contractor to secure consultant services must be reviewed and approved by the State prior to release. The Contractor shall obtain written authorization from the State before executing any contract for consultant services which utilizes SPR funds.
- I. Within 30 days after the end of the Program Period, the Contractor will provide to the State a final accomplishment report of the Rural Planning Work Program tasks performed under this contract. It shall include, but not be limited to: (1) final accomplishments by task; (2) status of uncompleted products; and, (3) actual expenditures for the Program Period. The State Contract Administrator has the right to disallow any costs incurred by the Contractor which are not consistent with or in compliance with the authorized tasks of Exhibit A.
- J. The progress and cost data associated with tasks described in Exhibit A and Section I shall be monitored by the State at least quarterly. The State will provide Contractor at least one week's notice the date and time of any meeting.
- A. The Contractor shall bill the State for the allowable cost of those tasks eligible for SPR funds identified in Exhibit A. Billings shall be rendered by the Contractor to the State on a regular basis, provided that such basis shall be at least quarterly. All billings shall include a statement of direct charges, and an invoice for the amount of reimbursable SPR expenditures by Work Program task incurred during the reporting period. The State shall promptly pay the Contractor's bills for expenditures incurred in performance of tasks described in Section I, and subject to conditions specified in Section II, Paragraphs B and C.
- B. The State's obligation under this contract shall not exceed the maximum amount of \$8,500.00 unless a supplemental agreement is executed to increase such amount prior to additional costs being incurred. The Contractor shall be solely responsible for all expenses incurred before the execution of this contract. In addition, the Contractor shall be solely responsible for all costs incurred which are either not allowable or which exceed the total estimated costs without a prior executed supplemental agreement.
- C. Allowable costs shall be limited to those necessary to carry out the tasks described in Exhibit A, Section I, and as provided in applicable Federal Regulations as determined by the State. These include direct costs such as the costs of computer services, salaries, technical supplies, and reproduction; public participation-related costs including mailing costs, and public opinion surveys;

State Transportation Advisory Committee Member travel costs; and consultant contracts.

- D. Federal Funding. This contract is subject to and contingent upon the continuing availability of Federal funds for the purposes hereof. The parties hereto expressly recognize that the Contractor is to be paid, reimbursed, or otherwise compensated with funds provided to the State by the Federal Government for the purpose of contracting for the services provided for herein, and 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 may immediately terminate this contract without liability, including liability for termination costs.

### **III. GENERAL PROVISIONS**

- A. For the purpose of this Contract, Mr. George Ventura is hereby designated representative of the State and Cliff Davidson is hereby designated representative of the Contractor. Either party may from time to time designate in writing new or substitute representatives or new addresses where notices shall be sent. All notices required to be given by the parties hereunder shall be given by certified or registered mail to the individuals at the addresses set forth below:

To CDOT:

George Ventura  
DTD/Transportation Planning Branch  
  
Colorado Department of Transportation  
4201 E. Arkansas Avenue, EP-B606  
Denver, CO 80222

To The Contractor:

Cliff Davidson  
Grand Junction/Mesa County  
MPO  
PO Box 20,000-5013  
Grand Junction, CO 81502-5013  
w/Copy to Tim Moore  
City of Grand Junction  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501

- B. The parties aver that, to their knowledge, their employees have no interest in and shall not acquire an interest in, directly or indirectly, which would conflict in any manner or degree with the performance and services required to be performed under this contract. The parties further promise that they will not employ any person having an outside interest in the performance of this contract.
- C. The Contractor warrants that it has the authority to enter into this contract under the intergovernmental agreement which forms the RPC within the Grand Junction/Mesa County TPR and that it has taken all appropriate actions to

lawfully execute such authority. The Contractor shall be responsible for all claims and liabilities resulting from the Contractor's acts or omissions, or the acts or omissions of consultants, subContractors, agents, or employees of the Contractor.

- D. (1) Data, studies, surveys, drawings, maps, models, photographs, reports, and any other materials produced or developed pursuant to this contract shall become the property of the Contractor, except as set forth herein; also, the Contractor is hereby authorized to copyright and market computer software produced under this contract. All proceeds from the sale of products or services developed under this contract must be returned to the Statewide Transportation Planning Process.

Notwithstanding the foregoing, the State and FHWA shall, without costs to them, have the royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use and to authorize others to use, all such materials for State and U.S. Government purposes. In addition, the State and U.S. Government shall have the right to use, duplicate, or disclose technical data and computer software produced under this contract in whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to do so, however, should the Contractor choose to market computer files and/or software produced under this project, the State agrees to refer inquiries concerning such materials to the Contractor.

- (2) All information, data, reports, records, and maps which are developed by the Contractor for carrying out the Rural Planning Work Program within the Grand Junction/Mesa County TPR, shall be made available in sufficient copies (not to exceed fifteen) to the State and FHWA, and directed by the State.
- (3) All reports pertaining to the performance of this contract shall be reviewed and approved pursuant to the procedures established under the Rules, but no report will be published without the prior approval of FHWA. Any published material shall acknowledge the participation of the State and the FHWA in recognition of the cooperative nature of the Statewide Transportation Planning Process.
- (4) The Contractor and any consultants shall maintain all books, records, and other documentation pertaining to authorized Rural Planning Work Program tasks and to completely substantiate all costs incurred during the Program Period for a period of three years from the date of termination of this contract. These records shall be made available for inspection and audit to the State, FHWA, or the Comptroller General of the United States,

and copies thereof shall be furnished, if requested. The Contractor shall include this record keeping/audit requirement in any contract with any consultant employed to perform Rural Planning Work Program tasks by expressly requiring the Consultant to comply with this requirement.

- (5) The State and FHWA are specifically authorized to review and inspect at all reasonable times all such records, and all technical and financial aspects of the tasks described in Exhibit A. FHWA will arrange such reviews and inspections through the State.
- E. The Special Provisions attached hereto are incorporated herein by this reference.
- F. Either party has the right to withdraw from this contract by giving written notice to the other party at least 60 days in advance of such withdrawal, whereupon the contract shall terminate at the expiration of the period of notice.
- G. Officers, members, or employees of the parties and members of the governing body of the localities in which the planning program is situated or being carried out, who exercise any function or responsibility in the review or approval of the undertaking or carrying out of this contract, shall not: (1) participate in any decision related to this contract which affects their personal interest or the interest of any corporation, partnership, or association in which they are directly or indirectly interested; or, (2) have any interest, directly or indirectly, in this contract or the proceeds thereof.
- H. The term of this contract shall begin on the executed date and extend through June 30, 2002.
- I. To the extent that this Contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the Contract, the terms of this Contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as waiver of any other term.
- J. This Contract is intended as the complete integration of all understanding between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in 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 Fiscal rules.

- K. Except as herein otherwise provided, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- L. Neither party may assign its rights or duties under this Contract without the prior written consent of the other party.
- M. The Contractor represents and warrants that it has taken all actions that are necessary or required by internal procedures and bylaws, and applicable law, to properly authorize the undersigned signatory for the Contractor to lawfully execute this Contract on behalf of the Contractor and to bind the Contractor to its terms.

#### **IV INDEPENDENT CONTRACTOR RELATIONSHIP**

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 or shall be deemed to be an agent or employee of the State. Contractor shall pay when due all required employment taxes and income tax and local head tax on any moneys paid pursuant to this contract. Contractor acknowledges that the Contractor and its employees are not entitled to unemployment insurance benefits unless the Contractor or a third party provides such coverage and that the state does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the state to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall provide and keep in force worker's 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.

#### **V GRANT ASSURANCES**

- A. Since this grant contract involves the expenditure of federal funds, the grantee/local agency/Contractor shall at all times during the execution of this contract strictly adhere to and comply with all applicable federal laws and regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of this contract. The grantee/local agency/Contractor shall also require compliance with these statutes and regulations in subgrant agreements entered into under this contract. Federal laws and regulations that may be applicable include:
- B. The Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (Common Rule), at 49 Code of Federal Regulations, Part 18, or the "Uniform Administrative Requirements for Grants and Agreements with Non-Profit Organizations", at 49 Code of Federal



Regulations, Part 19, as applicable. The requirements of 49 CFR Part 18, or Part 19, include, without limitation:

- (1) the Contractor shall follow applicable procurement procedures, as required by section 18.36(d) or 19.36(d);
  - (2) the Contractor shall request and obtain prior CDOT approval of changes to any subcontracts in the manner, and to the extent required by, applicable provisions of section 18.30 or section 19.30;
  - (3) the Contractor shall comply with section 18.37 or section 19.37 concerning any subgrants;
  - (4) to expedite any CDOT approval, the Contractor's attorney, or other authorized representative, shall also submit a letter to CDOT certifying Contractor compliance with section 18.30 or section 19.30 change order procedures, and with 18.36(d) or section 19.36(d) procurement procedures, and with section 18.37 or section 19.37 subgrant procedures, as applicable;
  - (5) the Contractor shall incorporate the specific contract provisions described in section 18.36(i) or section 19.36(i) (which are also deemed incorporated herein) into any subcontract(s) for such services as terms and conditions of those subcontracts.
- C. Title 23, United States Code, Part 172, and Title 23, Code of Federal Regulations, Part 172, if the contract work includes professional engineering or architectural services.
- D. Title 23, United States Code, Part 112, and Title 23, Code of Federal Regulations, Parts 633 and 635, if the contract work includes construction services.
- E. Provided, however, that to the extent that other applicable federal requirements (including the provisions of Title 23) are more specific than provisions of Title 49, Part 18 or 19, those requirements shall supersede such Part 18 or 19 provisions.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day first above written.

**STATE OF COLORADO, COLORADO DEPARTMENT OF TRANSPORTATION**

ATTEST:

By: \_\_\_\_\_  
Tom Norton  
Executive Director, CDOT

By: \_\_\_\_\_  
Chief Clerk

By: \_\_\_\_\_  
Jennifer Finch  
Director, DTD

APPROVED:

Ken Salazar  
Attorney General

By: \_\_\_\_\_  
Arthur Barnhart  
State Controller

By: \_\_\_\_\_  
Jim Martin  
Assistant Attorney General  
Natural Resources Division

**REGIONAL PLANNING COMMISSION**

By: \_\_\_\_\_  
Chairman  
Board of County Commissioners

By: \_\_\_\_\_  
Mayor  
City of Grand Junction

By: \_\_\_\_\_  
County Clerk and Recorder

By: \_\_\_\_\_  
City Clerk

## EXHIBIT A

### RURAL PLANNING WORK PROGRAM

The purpose of this exhibit is to present detailed procedures for the continuation of the statewide transportation planning process within the Transportation Planning Regions.

#### TASK I - STATEWIDE TRANSPORTATION ADVISORY COMMITTEE (STAC)

**Purpose:** For the STAC representative from the Grand Junction/Mesa County MPO to attend regularly scheduled meetings and carry out the other duties of the STAC pursuant to Section 43-1-1104 C.R.S., as amended, and to Section V. of the Rules for the Statewide Planning Process (2 CCR 604-2).

**Method:**

1. Review and comment on Regional Transportation Plans.
2. Review and provide a recommendation to the Department on whether the plans, amendments, and updates to these plans meet the requirements of sections V-A of the Rules.
3. Assist in resolving conflicts which arise between TPRs, or between the Department and a TPR.
4. Make recommendations to the Department concerning the integration and consolidation of Regional Transportation Plans (RTP) into the State Transportation Plan.
5. Provide advice to the Department on Colorado's mobility requirements by furnishing regional perspectives on transportation problems requiring statewide solutions.
6. Make recommendations to Planning Organizations and the Department that will improve modal choice, linkages between modes, and transportation system continuity.

#### TASK 2 - PUBLIC PARTICIPATION

**Purpose:** For the Grand Junction/Mesa County MPO in cooperation with the Department in carrying out the Statewide Public Participation Process for Transportation Planning pursuant to Section VI-A of the Rules for the Statewide Planning Process (2 CCR 604-2).

1. Cooperate with the Department in providing reasonable notice and opportunity to comment on upcoming state transportation planning related activities and meetings.

2. Provide annual recommendations on the TPR project priorities for the STIP through the Project Priority Programming Process.
3. Cooperate with the Department in facilitating public meetings in the TPR pursuant to Section VI-A (6) of the Rules for the Statewide Planning Process (2 CCR 604-2).
4. Review and comment on draft Statewide Transportation Improvement Programs.
5. Prepare responses to significant issues raised at required public meetings within the TPR concerning the RTP pursuant to Section VI-A of the Rules for the Statewide Planning process (2 CCR 604-2).

### TASK 3 - STATEWIDE TRANSPORTATION PLAN REVIEW

**Purpose:** Provide input on the integration and consolidation of regional plans with the Statewide Transportation Plan.

**Method:** Review and provide comment, through the STAC representative, on elements of the Statewide Transportation Plan, including proposed criteria for incorporating projects into the Statewide Transportation Plan, drafts of the Statewide Transportation Plan, and the final Statewide Transportation Plan pursuant to Section 43-1-1103 (3) (a) C.R.S.

### TASK 4 - REGIONAL TRANSPORTATION PLAN AMENDMENTS

**Purpose:** Circumstances altering the transportation systems planning factors upon which the RTP is based may change the TPRs project priority recommendations to the Department and require amending the RTP.

**Method:** Amend the RTP as necessary to make additions or deletions on review and analysis of the RTP to insure successful implementation throughout the Statewide Transportation Plan pursuant to Section VIII of the Rules for the Statewide Planning Process (2 CCR 604-2).

**CITY COUNCIL AGENDA  
CITY OF GRAND JUNCTION**

<i><b>CITY COUNCIL</b></i>		
<b>Subject:</b>	<b>Transportation Improvement Program (TIP) Amendment</b>	
<b>Meeting Date:</b>	<b>June 6, 2001</b>	
<b>Date Prepared:</b>	<b>May 15, 2001</b>	
<b>Author:</b>	<b>Cliff Davidson</b>	<b>RTPO Director</b>
<b>Presenter Name:</b>	<b>Tim Moore</b>	<b>Public Works Manager</b>
	<b>Workshop</b>	<b>X      Formal Agenda</b>

**Subject:** Adoption of a Joint Resolution with Mesa County for an Amendment to the Grand Junction/Mesa County Metropolitan Planning Organization FY 2001-2006 Transportation Improvement Program (TIP).

**Summary:** Amendments to the TIP are required to reflect the amounts the MPO will request from the Federal Transit Administration prior to submittal of grant applications. The applications include requests for funds for construction of the transit transfer station, purchase of para-transit vehicles, rural transit operating funds, and planning assistance. City of Grand Junction, Mesa County and CDOT Region 3 staff concur with the proposed amendment.

**Background Information:** The Transportation Improvement Program (TIP) is a six-year capital improvement program for the urbanized area of Grand Junction and Mesa County. It is based on the adopted 2020 Regional Transportation Plan. The TIP's purpose is to carry out continuing, comprehensive, and cooperative transportation planning and is developed cooperatively by the Grand Junction/Mesa County Metropolitan Planning Organization (MPO), Mesa County, Grand Junction, and the Colorado Department of Transportation (CDOT). Annual adjustments of funds are made as required with input from the City, County, and CDOT.

The attached report includes a breakdown of the proposed TIP amendment for FY's 2001-2003 and is summarized as follows:

- Capital Construction - \$60,000 in Federal funds with a \$15,000 local match requirement for a total of \$75,000 will be requested in FY 2001 to construct a public transit transfer point located at Mesa State College.
- Purchase Paratransit Vehicles - \$120,000 in Federal funding with \$30,000 in local match for a total of \$150,000 will be requested in both FY 2002 and 2003 to purchase 3 paratransit vehicles each year for replacement. MesAbility will be applying for this grant directly and will provide the local match requirement.

- Rural Operating - \$82,000 in Federal funding with a \$78,000 local match requirement for a total of \$160,000 will be requested in FY 2002. \$87,000 in Federal funding with a \$82,000 local match requirement will be requested in FY 2003. This grant is to provide public transit operating and project administration funding for the rural areas of Mesa County (Fruita and Palisade.)
- Planning Assistance - \$12,000 in Federal funding with a \$3,000 local match requirement for a total of \$15,000 will be requested in both FY 2002 and 2003 to fund transportation planning projects including an update to the 1997-2002 Transit Development Plan.

**Budget:** This item does not affect the City's current budget.

**Action Requested/Recommendation:** Approve and sign the joint resolution endorsing the proposed amendment in the attached report to the Grand Junction/Mesa County Metropolitan Planning Organization FY 2001-2006 Transportation Improvement Program.

<b>Citizen Presentation:</b>	<input checked="" type="checkbox"/>	<b>No</b>	<input type="checkbox"/>	<b>Yes</b>	<b>If Yes,</b>
<b>Name:</b>					
<b>Purpose:</b>					

<b>Report results back to Council:</b>	<input checked="" type="checkbox"/>	<b>No</b>	<input type="checkbox"/>	<b>Yes</b>	<b>When:</b>	
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<b>Placement on Agenda:</b>	<input checked="" type="checkbox"/>	<b>Consent</b>	<input type="checkbox"/>	<b>Indiv. Consideration</b>	<input type="checkbox"/>	<b>Workshop</b>
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**RESOLUTION NO. -01**

**A JOINT RESOLUTION OF THE COUNTY OF MESA AND THE CITY OF GRAND JUNCTION CONCERNING ADOPTION OF ADMINISTRATIVE AMENDMENT TO THE FISCAL YEAR 2001-2006 TRANSPORTATION IMPROVEMENT PROGRAM**

WHEREAS, The City and County have been designated by the Governor as the Metropolitan Planning Organization for the Grand Junction/Mesa County Urbanized Area; and

WHEREAS, Part 2 of Article 1 of Title 29, Colorado Revised Statutes authorizes the parties to contract with one another to make the most efficient and effective use of their powers and responsibilities; and

WHEREAS, The City and County realize the importance of both short and long range planning in the development of an efficient transportation system, and are both aware that it is the responsibility of the Metropolitan Planning Organization to perform those planning functions; and

WHEREAS, The City and County, in their performance of those planning functions for the Urbanized Area, wish to use Federal Highway Administration transportation planning funds in coordination with the Colorado Department of Transportation;

NOW, THEREFORE, BE IT JOINTLY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MESA, COLORADO AND THE CITY COUNCIL

OF THE CITY OF GRAND JUNCTION, COLORADO:

That the Administrative Amendment to the Fiscal Year 2001-2006 Transportation Improvement Plan, hereunto attached, is adopted by the Board of County Commissioners of the County of Mesa, Colorado on \_\_\_\_\_, and by the City Council of the City of Grand Junction, Colorado on \_\_\_\_\_.

CITY OF GRAND JUNCTION

COUNTY OF MESA

\_\_\_\_\_  
Mayor  
Grand Junction City Council

\_\_\_\_\_  
Chair of the Board  
Mesa County Board of  
Commissioners



\_\_\_\_ day of \_\_\_\_\_, 2001

Attest:

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

\_\_\_\_ day of \_\_\_\_\_, 2001

Attest:

\_\_\_\_\_  
County Clerk

TRANSPORTATION IMPROVEMENT PROGRAM  
ADMINISTRATIVE AMENDMENT  
FOR THE  
GRAND JUNCTION/MESA COUNTY URBANIZED AREA

May 9, 2001



PREPARED BY THE  
MESA COUNTY  
REGIONAL TRANSPORTATION PLANNING OFFICE  
IN COOPERATION WITH THE  
COLORADO DEPARTMENT OF TRANSPORTATION  
DIVISION OF TRANSPORTATION DEVELOPMENT  
CITY OF GRAND JUNCTION  
MESA COUNTY  
AND THE  
U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION  
FEDERAL TRANSIT ADMINISTRATION

## INTRODUCTION

The Transportation Improvement Program (TIP) is a six-year capital improvement program for the urbanized area of Grand Junction and Mesa County. The Grand Junction/Mesa County Metropolitan Planning Organization (MPO) is charged with carrying out continuing, comprehensive and cooperative transportation planning by:

- Coordinating projects in the urbanized area initiated by individual City, County, and State agencies;
- Defining the costs of these projects and the available financial resources;
- Prioritizing the projects to make the best use of available resources.

The TIP serves not only the need in this area for an efficient transportation system, but also satisfies regulations jointly issued by the Federal Transit Administration (FTA) and Federal Highway Administration (FHWA), regarding the content and purpose of the program. Amendments to an approved TIP are necessary (as per Section F, paragraphs 2a, 2b, and 2c of the Grand Junction Urbanized Area Memorandum of Agreement dated July 2, 1984) to maintain federal funding for highways and streets within the planning area, and for federal assistance on transit programs. It is developed by the Mesa County Regional Transportation Planning Office (RTPO) acting as the MPO.

## CONTENTS

The TIP shall contain all federally funded transportation projects in the urbanized area initiated by Mesa County, Grand Junction or by the Colorado Department of Transportation (CDOT). It is also necessary to include operating and/or capital grants from the U.S. Department of Transportation's Federal Transit Administration to agencies (public or private) in the urbanized area. The urbanized area (or Federal Aid Urban Boundary) is defined by the boundary of the Metropolitan Planning Organization (MPO).

In 1985 the City and the County began a two-year cycle for sharing of Small Urban Program funds. This allows the money to be used more effectively on larger projects. Annual adjustments of funds were made as required with input from the City, County and CDOT. Beginning in 1992, the City and County began to apply for these funds jointly and coordinate their planned improvements in such a way as to maximize the efficiency of the funds expended.

## FORMAT

Format for the TIP is specified by federal and state requirements. Projects are broken out by:

1. Funding Source - (STP, FTA, etc.)
2. Priority - The projects are listed by priority in the first year of the program.

Each project must identify the location, description, responsible agency, general purpose, whether the project has received or will receive federal/state funding beyond the program period, and the breakdown of funding by year and by source. This format is standardized by CDOT for all urbanized areas. The general purpose states how the project furthers the goals of the State of Colorado 20-year Transportation Plan.

## PROCESS

The projects in the TIP are originally proposed for inclusion by the implementing agencies. Projects are then considered by members of the Transportation Technical Advisory Committee (TTAC), which is composed of representatives from all public agencies involved in construction or operation of transportation systems in the Grand Junction Urbanized area.

After review of the program, the TIP is forwarded to the Transportation Policy Advisory Committee (TPAC), composed of local representatives from the Grand Junction City Council, the Mesa County Board of Commissioners, the Federal Highway Administration (FHWA), State Air Quality Control Commission and the local Transportation Commissioner and the. The TPAC may refer the program back to the TTAC or endorse the program and place it before the Mesa County Commissioners and the Grand Junction City Council for their approval. The Council and the County Commissioners will either approve the program or refer it back to the TPAC for consideration. A copy of the final document is sent to CDOT for review and approval.

Finally, the TIP is sent to the Governor for his approval and forwarded to the Federal Highway Administration and the Environmental Protection Agency for concurrence and/or comments. The FTA Region VIII office in Denver, Colorado also receives a copy of the approved document.

Amendments to the TIP are required when there are major changes in the cost of a project or when there are additions to or deletions of projects within the TIP. These are approved in the same manner as the program. Flexibility is required to allow for construction cost changes or for the allocation of additional Federal or State funds.





**LINE ITEM - Rural Operating**

**Location: Mesa County**

**Project Description: Administrative amendment in preparation for application of FTA Section 5311 rural transportation funding to be used to fund operating and project administration costs associated with public transit service provided to rural areas of Mesa County (Fruita and Palisade) for FY 2002 and 2003.**

**Responsible Government: Mesa County                      Project Sponsor: Mesa County**

**Past Funding: N                      Future Funding: Y                      Long Range: Y                      TSM: N**

<b>Budget Year</b>	<b>2002 prior TIP total</b>	<b>2002 proposed increase</b>	<b>2003 proposed increase</b>	<b>2002-2003 amended TIP total</b>
<b>Federal</b>	<b>\$0.00</b>	<b>\$82,000.00</b>	<b>\$87,000.00</b>	<b>\$169,000.00</b>
<b>Local</b>	<b>0.00</b>	<b>78,000.00</b>	<b>82,000.00</b>	<b>160,000.00</b>
<b>TOTAL</b>	<b>\$0.00</b>	<b>\$160,000.00</b>	<b>\$169,000.00</b>	<b>\$329,000.00</b>

**LINE ITEM - Planning Assistance**

**Location: Mesa County**

**Project Description: Administrative amendment in preparation for application of FTA Section 5313(b) transportation planning funding to be used to fund transportation planning projects including but not limited to an update to the 1997-2002 Transit Development Plan in FY 2002 and 2003.**

**Responsible Government: Mesa County                      Project Sponsor: Mesa County**

**Past Funding: N                      Future Funding: Y                      Long Range: Y                      TSM: N**

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<b>Budget Year</b>	<b>2002-2003 prior TIP total</b>	<b>2002 proposed increase</b>	<b>2003 proposed increase</b>	<b>2002-2003 amended TIP total</b>
<b>Federal</b>	<b>\$0.00</b>	<b>\$12,000.00</b>	<b>\$12,000.00</b>	<b>\$ 24,000.00</b>
<b>Local</b>	<b>0.00</b>	<b>3,000.00</b>	<b>3,000.00</b>	<b>6,000.00</b>
<b>TOTAL</b>	<b>\$0.00</b>	<b>\$15,000.00</b>	<b>\$15,000.00</b>	<b>\$30,000.00</b>

-- End of Administrative Amendments --

	<b>FY 2001 thru 2006 Transpo rtation Improve ment Progra m (TIP) Prior to Amend</b>
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	<b>ment</b> <b>Grand</b> <b>Junctio</b> <b>n / Mesa</b> <b>County</b> <b>MPO</b>
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Route #	Beg. M.P.	Length Miles	Project Description/Location	County	Project Sponsor
			Transit		
			Mesa County - Operating Assistance for Transit 50/50	Mesa	
			Mesa County - Capital Acquisition @ 80/20 match Capital improvements for transit stops in 2002 Project administration costs in 2001-2002	Mesa	
			Mesa County - Associated Capital Maintenance	Mesa	

		Mesa County - Capital Cost of Contracting	Mesa
		Capital Improvements to the Historic Intermodal Plaza	Mesa
		TOTAL - TRANSIT	

~~FY 2001 thru 2006 Transportation  
Improvement Program (TIP)  
Administrative Amendment~~



Grand  
Junctio  
n / Mesa  
County  
MPO

Route #	Beg. M.P.	Length Miles	Project Description/Location	County	Project Sponsor
			Transit		
			Mesa County - Operating Assistance for Transit @ 50/50	Mesa	Mesa C
			Mesa County - Capital Acquisition @ 80/20 match Capital improvements for transit stops in 2002 Project administration costs in 2001-2002	Mesa	Mesa C
			Mesa County - Associated Capital Maintenance	Mesa	Mesa C
			Mesa County - Capital Construction @ 80/20 Construction of Transfer Point at Mesa State College	Mesa	Mesa C
			Purchase Vehicles for Paratransit @ 80/20 match	Mesa	Mesa

Mesa County - Rural Operating Assistance for Transit @ 50/50  
Project administration costs @ 70/30

Mesa

Mesa C

Mesa County - Planning Assistance for TDP Update

Mesa

Mesa C

Capital Improvements to the Historic Intermodal Plaza

Mesa

Mesa C

Mesa County - Capital Cost of Contracting

Mesa

Mesa C

TOTAL - TRANSIT

**CITY COUNCIL AGENDA  
CITY OF GRAND JUNCTION**

<i><b>CITY COUNCIL</b></i>			
<b>Subject:</b>	<b>1998-2002 Transit Development Plan Addendum</b>		
<b>Meeting Date:</b>	<b>June 6, 2001</b>		
<b>Date Prepared:</b>	<b>May 15, 2001</b>		
<b>Author:</b>	<b>Cliff Davidson</b>	<b>RTPO Director</b>	
<b>Presenter Name:</b>	<b>Tim Moore</b>	<b>Public Works Manager</b>	
	<b>Workshop</b>	<b>x</b>	<b>Formal Agenda</b>

**Subject:** Addendum to the 1998-2002 Transit Development Plan

**Summary:** The Addendum to the 1998-2002 Transit Development Plan is required to qualify for other Federal Transit Administration (FTA) grant funding sources. The Addendum also updates the sections on service provision to more accurately reflect the current level of service. Because the City of Fruita and the Town of Palisade are located outside the federally-designated "urban area," these additional sources can be accessed to help offset local match requirements to the overall Grand Valley Transit system. The Addendum also updates two sections of the Transit Development Plan on service provision to more accurately reflect the current level of service as approved by the Transit Steering Committee in January of 2000.

**Background Information:** The original 1998-2002 Transit Development Plan (TDP) was adopted by the Grand Junction City Council on September 17, 1997. With the adoption of this Addendum, Mesa County would now be qualified to apply for additional FTA program funds.

Two sections in the original 1998-2002 TDP will be modified through this Addendum. They are Chapter I, Introduction; and Chapter VIII, Transit Development Plan and are attached for your review.

The remainder of the 1998-2002 TDP will remain unchanged until the TDP Revision/Extension is approved, which is scheduled for September, 2001. That revision/extension will deal with local match contributions by the participating governments from 2002-2004 (currently under study by the Transit Steering Committee).

**Budget : n/a**

**Action Requested/Recommendation:** Approve and sign the joint resolution with Mesa County, City of Fruita, and the Town of Palisade endorsing the Addendum to the 1998-2002 Transit Development Plan.

<b>Citizen Presentation:</b>	<b>x</b>	<b>No</b>	<b>Yes</b>	<b>If Yes,</b>
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<b>Name:</b>	
<b>Purpose:</b>	

<b>Report results back to Council:</b>	<input checked="" type="checkbox"/>	<b>No</b>	<input type="checkbox"/>	<b>Yes</b>	<b>When:</b>	
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<b>Placement on Agenda:</b>	<input checked="" type="checkbox"/>	<b>Consent</b>	<input type="checkbox"/>	<b>Indiv. Consideration</b>	<input type="checkbox"/>	<b>Workshop</b>
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**RESOLUTION NO. -01**

**A JOINT RESOLUTION CONCERNING THE ADOPTION OF THE ADDENDUM TO  
THE MESA COUNTY TRANSIT DEVELOPMENT PLAN FOR 1998-2002**

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WHEREAS, a Five-Year Transit Development Plan is required to be developed and approved by local governments in Mesa County in order for Mesa County to continue receiving Federal Transit Administration finding for transit services; and

WHEREAS, the Federal Transit Administration awarded planning assistance to Mesa County to assist in the funding for the preparation of the Transit Development Plan; and

WHEREAS, a Transit Development Plan Committee was appointed to develop a recommendation for transit services in the area, including representatives from the City of Grand Junction, City of Fruita, Town of Palisade, Mesa County, and the Mesa County Civic Forum under the guidance of the Grand Junction/Mesa County Metropolitan Planning Organization; and

WHEREAS, the preferred alternative as recommended by the Transit Development Plan Committee has been adopted by the City of Fruita, Town of Palisade, Mesa County, and the City of Grand Junction; and

WHEREAS, several public hearings have been held to receive input regarding the Transit Development Plan; and

WHEREAS, Mesa County agrees to the levels of local government and federal funding as set forth in the Transit Development Plan, subject to annual appropriation; and

WHEREAS, the original Transit Development Plan was approved by the County Commissioners of Mesa County on September 8, 1997 (MCM 97-172); the Grand Junction City Council on September 17, 1997 (GJCC 59-97); the City of Fruita City Council on August 11, 1997 (1997-37); and the Town of Palisade Board of Trustees on August 23, 1997 (97-21); and

WHEREAS, the County Commissioners of Mesa County, the Grand Junction City Council, the Fruita City Council, and the Town of Palisade Board of Trustees now wish to modify the original Transit Development Plan;

NOW, THEREFORE, BE IT JOINTLY RESOLVED BY THE COUNTY COMMISSIONERS OF MESA COUNTY, THE GRAND JUNCTION CITY COUNCIL, THE FRUITA CITY COUNCIL, AND THE TOWN OF PALISADE BOARD OF TRUSTEES AS FOLLOWS:

The 1998-2002 Transit Development Plan Addendum is hereby approved and staff is directed to submit the Addendum to the Federal Transit Administration.

PASSED AND ADOPTED BY THE MESA COUNTY COMMISSIONERS ON \_\_\_\_\_  
\_\_\_\_\_.





MESA COUNTY BOARD OF COUNTY COMMISSIONERS

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

\_\_\_\_\_  
Monica Todd, Clerk & Recorder

PASSED AND ADOPTED BY THE GRAND JUNCTION CITY COUNCIL ON \_\_\_\_\_  
\_\_\_\_\_.

GRAND JUNCTION CITY COUNCIL

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

\_\_\_\_\_  
Grand Junction City Clerk

PASSED AND ADOPTED BY THE FRUITA CITY COUNCIL ON \_\_\_\_\_  
\_\_\_\_\_.

FRUITA CITY COUNCIL

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

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

PASSED AND ADOPTED BY THE PALISADE BOARD OF TRUSTEES ON \_\_\_\_\_  
\_\_\_\_\_.

TOWN OF PALISADE BOARD OF TRUSTEES

ATTEST:

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

\_\_\_\_\_  
Palisade Town Clerk

# I. Introduction Addendum

(May, 2001)

The first 5 tasks outlined in the original 1998-2002 Transit Development Plan (TDP), remain unchanged until the TDP revision/extension scheduled for September, 2002. These tasks include:

- Task 1. Data Compilation;**
- Task 2. Transit Demand Estimation;**
- Task 3. Exploration of Alternatives for Provision of Public Transportation;**
- Task 4. Services;** and
- Task 5. Completion and Distribution of the TDP**

The Addendum to the original TDP includes an additional task outlining the continual implementation of the original Detailed Work Plan.

## **Task 6. On-going Services**

The purpose of this activity was to analyze more closely the preferred transit alternative selected by the Transit Steering Committee. In April of 2001, the Transit Steering Committee voted to implement the level of service and corresponding transit route and service structure proposed by the Regional Transportation Planning Office (RTPO). Together with the existing contractor, MesAbility, and the assistance of an outside consultant, a plan was adopted that included 22 peak period vehicles and 65,000 annual revenue hours.

- I. **Service Options Considered.** The TDP Committee, which oversaw the production of the original TDP, analyzed and reviewed several service options prior to settling on the current system. Systems considered include:

- *Fixed route*--Fixed route transit operations generally provide the highest ridership and are, thus, the most efficient. They are also rigid in terms of schedule and geographic area served. A fixed route system can operate as a pulse or grid system. Pulse systems are designed under the philosophy of all (or components of the total system) bus routes meeting at a centralized point in order to provide transfer opportunities for passengers. Pulse systems are generally less expensive to operate than grid systems, but could present timing problems as traffic congestion worsens. Grid systems operate on a street grid with buses coming every so often (the desired timing is usually 15 minute headways; however, timing is largely tied to funding, as each bus on the grid increases the variable operating costs. In an effective grid system the passenger does not need to be as concerned with being at the stop on time, as another bus will be coming along shortly.

Fixed route systems are usually general public systems and most have some type of federal funding. Examples of fixed route systems that may not be federally funded include main street trolleys and various shuttle systems.

Fixed route systems that are open to the general public must meet the guidelines set forth under the Americans with Disabilities Act (ADA) of 1990. This means that the system must make provisions for the disabled, either by deviating off route by 3/4 of a mile to pickup disabled passengers at their homes or by providing complementary paratransit.

- *Demand-response*--Is often referred to as paratransit and almost always refers to senior and disabled transportation or both. Under the ADA, a fixed route operator who does not deviate off route is required to provide "complementary paratransit". This is usually a door to door, day in advance reservation system that operates similar to a taxi service. Vehicles are mostly ADA accessible with wheelchair accommodations. Demand response systems are considerably more expensive to operate than fixed route services when compared on a cost per passenger basis. A good demand response system carries around 3 rider per hour (That is, for every hour a vehicle is in service, it provides three one-way passenger trips). One method to increase efficiency on demand response systems is to provide subscription trips. Subscription trips are regular recurring trips that have been booked in advance for a period of time. By increasing the number of subscription trips, a transit agency can produce run schedules that resemble fixed route services. Under the ADA; however, a maximum of 50% of total passenger trips provided by a demand response system can be subscription trips.
- *Route deviation*--Or deviated fixed route services operate much the same way as a fixed route, but include a provision for the bus to deviate off route up to 3/4 mile for disabled passenger pickup. Deviated fixed route systems are usually a compromise that allows the provider to implement fixed route service without the

added expense of complementary paratransit. As one might expect, these systems are not as effective in urban and high-density areas, as the route deviations often force the bus to run behind schedule. These types of systems are most effective in rural settings, where there is great distance between points of contact.

- *Flex routing and innovative options*--A number of innovative approaches to providing transit services have recently come into play in an effort to improve services. A flex route might have two geographic destinations with a fixed time at each stop. Between timed stops, the bus may act much the same as a paratransit or deviated fixed route system by stopping for passengers along the way. These approaches are relatively new to transit theory and, thus, unproven. Individual successes have occurred, but widespread use by a major urban transit provider has not yet occurred.

The current Grand Valley Transit system utilizes a mix of the above references services to form a “neighborhood flexible transit system”. This system takes full advantage of the positive aspects of each service delivery option and then customizes portions of the service to fit individual ridership needs. The system was designed as a mobility system that first considers the needs of the elderly, disabled and low-income.

**b. The advent of the Grand Valley Transit (GVT) system** in February 2000 marked the realization of the goal of introducing a limited fixed route, mobility system. The adopted system includes eighteen (18) fixed and fixed point deviation routes operating from Palisade to Grand Junction to Fruita and four (4) additional paratransit vehicles to provide Americans with Disabilities Act (ADA) support. All vehicles operate from 6:00 AM to 6:00 PM Monday through Friday and have fully-accessible vehicles.

- The current system includes a central circulator, which utilizes eight (8) routes; half running opposite directions, that service the downtown area, Mesa State College, Department of Human Services and many additional key destinations. The route was designed for 15 minute headways; however, 20 minute wait times are more common.
- In addition to the circulator routes, there are four shuttles, each utilizing two buses to achieve half hour headways. Two north/south and two east/west alignments that encompass Walker Field Airport, the Horizon Drive commercial area, Orchard Mesa, Mesa Mall, the many additional important destinations. These shuttles provide more direct access than the circulator systems and cover a wider geographical area and provide some Dial-A-Ride Ride (fixed-point deviation) service.

- Two buses provide a rural route system for the City of Fruita and the Town of Palisade. These routes operate every second hour within the affected areas. These routes are rural, commuter routes only.
- Demand Response (paratransit) service is available to those members of the community who have a disability that precludes them from utilizing the fixed route and Dial-A-Ride services. Four vehicles operate an average of eight hours per day to provide this door to door type transit. Demand response is available throughout the urban area service boundary.

Given that GVT operates approximately 260 days per year, the above referenced system requires approximately 65,000 revenue hours (a revenue hour is defined as any hour in which a transit vehicle is available to provide service) per operating year. The approved number of revenue hours is sufficient to meet the rising demand for transit service in the Grand Valley and is representative of the system unveiled in 2000 and currently operating in 2001. Future adjustments to the service level will be addressed through the Transit Steering Committee.

## **VIII. Transit Development Plan Addendum** ( May, 2001)

### **Introduction**

This Chapter presents an Addendum to the five-year Transit Development Plan. The remainder of the original 1997-2002 Transit Development Plan which includes sections addressing Operations Scheme, Management and Organization, Steering Committee, Transit Coordinator, Marketing Program, and Detailed Work Plan remains unchanged until the revision/extension scheduled for September, 2002.

In April of 2001, the Transit Steering Committee voted to implement the level of service and corresponding transit route and service structure proposed by the Regional Transportation Planning Office (RTPO). Together with the existing contractor, MesAbility, and the assistance of an outside consultant, a plan was adopted that included 22 peak period vehicles and 65,000 annual revenue hours. The updated information for the preferred option is as follows:

1. Fixed-route system which includes 2 downtown circulators and 2 shuttles, one traversing north/south the other east/west.
2. Intercity bus system providing transit services from the communities of Fruita and Palisade with connections to the public transit system within the urban area boundary.
3. Complimentary door-to-door demand response paratransit services within the urban area boundary.

### **Service Needs**

In 1997 the TDP Committee decided that the preferred transit service option would target Mesa County's mobility challenged population. These targeted groups remain as the Committee decided in 1997 and includes:

- Persons with mobility impairments or disabilities that keep them from being able to drive an automobile;
- Elderly persons who can no longer drive, or no longer wish to

drive;

- Low income people who cannot afford an automobile (including both unemployed and the working poor).

In order to serve these targeted population groups, the following steps are recommended:

**Step One: Provide a fixed-route system which includes 2 downtown circulators and 2 shuttles, one traversing north/south the other east/west.**

The current system includes a central circulator, which utilizes eight (8) routes; half running opposite directions, that service the downtown area, Mesa State College, Department of Human Services and many additional key destinations. The route was designed for 15 minute headways; however, 20 minute wait times are more common.

In addition to the circulator routes, there are four shuttles, each utilizing two buses to achieve half hour headways. Two north/south and two east/west alignments that encompass Walker Field Airport, the Horizon Drive commercial area, Orchard Mesa, Mesa Mall, the many additional important destinations. These shuttles provide more direct access than the circulator systems and cover a wider geographical area and provide some Dial-A-Ride (fixed-point deviation) service.

**Step Two: Provide intercity bus transit services from the communities of Fruita and Palisade with connections to the public transit system within the urban area boundary.**

Two buses provide a rural route system for the City of Fruita and the Town of Palisade. These routes operate every second hour within the affected areas and provide some Dial-A-Ride service. These routes are rural, commuter routes and can only make a limited number of stops in the populated areas.

**Step Three: Provide complimentary door-to-door demand response paratransit services within the urban area boundary.**

Demand Response (paratransit) service is available to those members of the community who have a disability that precludes them from utilizing the fixed route and Dial-A-Ride services. Four vehicles operate an average of eight hours per day to provide this door to door type transit. Demand response is available throughout the GVT service area, with the exception of Palisade (no service). The City of Fruita provides limited demand response service through an agreement with Family Health West.



## **Funding Strategies**

In addition to the financing techniques outlined in the original TDP, the following is a breakdown of the different funding sources that will be used to fund the Amended preferred option:

### **1. Operating Costs**

FTA Section 5307 urban area formula funds will be used to fund the operating expenses for the fixed-routes, shuttles, dial-a-ride public transit, and complimentary door-to-door paratransit services within the urban boundary. The Operating costs will be matched at a 50/50 ratio by contributions from local funding sources.

FTA Section 5307 funds will also continue to be used for Capital Cost of Contracting and Associated Capital Maintenance costs associated with expenditures for public transit service within the urban boundary. These costs will be matched at an 80/20 ratio by contributions by local funding sources.

FTA Section 5311 rural transportation funds will be used to provide Operating funding for the intercity bus transit services from the urban area boundary to Fruita and Palisade and back. The Operating costs will be matched at a 50/50 ratio. The local match will come from contributions by local funding sources.

FTA Section 3037 (Access to Jobs) will be used to supplement the Operating funds used to provide fixed-route, shuttles, and dial-a-ride public transit services. The Operating costs will be matched at a 50/50 ratio by contributions from local funding sources.

### **1. Project Administration Costs**

Costs associated with Project Administration for all FTA grants will be requested as each grant is applied for. These grants include Section 5307, Section 5311, Section 5309, and Section 3037. The amount requested for Project Administration shall not exceed 20% of the total of each individual grant. The local match for Project Administration will come from local funding sources in the form of cash and in-kind matches.

### **1. Capital Equipment Costs**

Capital Equipment costs, including computer hardware and software, office equipment, and bus shelters and associated items, will be funded through Section 5307 and Section 3037 funding with local match being provided by local funding sources.

### **1. Rolling Stock Costs**

ADA compliant buses - both new and for replacement - will be funded through Section 5307, Section 3037, and Section 5310 (paratransit capital) funding.

Buses to be used for the fixed-routes, shuttles, and dial-a-ride public transit will be purchased using Section 5307, Section 5309 (discretionary capital grant), and Section 3037 funding. Buses to be used for the complimentary door-to-door demand response paratransit services will be purchased using Section 5310 funding.

Local match for the Rolling Stock will come from contributions by local funding sources.

**1. Capital Construction Costs**

Construction of bus shelters and transfer points within the urban area boundary will be funded using Section 5307, Section 3037, and Section 5309 funding. Local match for the Capital Construction will come from contributions by local funding sources.

Construction and re-habilitation of the proposed Historic Intermodal Plaza (HIP) will be funded with a Section 5309 grant. Local match for the HIP will come from private/public partnerships.

**1. Transit Planning**

Costs associated with additional rural transit planning, research, training, technical assistance, and special projects will be offset through an FTA Section 5313(b) transit planning grant. Local match for Transit Planning will come from contributions by local funding sources.

**Local Funding Sources**

The original TDP stated that the Grand Junction City Council’s approval of the TDP was conditioned on a maximum City contribution of \$50,000 annually. In April, 2001, the TSC along with staff from Mesa County, the Cities of Grand Junction, Fruita, and Palisade, and the purchased transportation contractor, MesAbility, met to discuss a new set of acceptable rationales for establishing local funding.

The details of how the FTA required local matches will be distributed among the participating entities is still under consideration; however, the following groups have committed to contributing a portion of the total local match (both cash and in-kind) needed to provide the level of service approved by the TSC:

- |                              |                    |
|------------------------------|--------------------|
| Mesa County                  | Palisade           |
| Department of Human Services | School District 51 |
| Grand Junction               | Fruita             |
| Private businesses           | Mesa State College |

**Federal Transit Administration Funds Available**

Mesa County has available and will be applying for the following Federal Transit Administration Funds:

<b>Section 5307</b>	<b>urban area formula funds</b>	<b>Section 5313(b)</b>	<b>rural transit</b>
		<b>planning funds</b>	
<b>Section 5309</b>	<b>capital discretionary funds</b>	<b>Section 3037</b>	<b>Access to</b>
		<b>Jobs funds</b>	
<b>Section 5310</b>	<b>paratransit capital funds</b>	<b>Section 5311</b>	<b>rural transit</b>
		<b>funds</b>	





**CITY COUNCIL AGENDA  
CITY OF GRAND JUNCTION**

<b>CITY COUNCIL</b>			
<b>Subject:</b>	<b>Vacation of Right-of-way for Legends Subdivision VR-2000-238</b>		
<b>Meeting Date:</b>	<b>June 6, 2001</b>		
<b>Date Prepared:</b>	<b>May 22, 2001</b>		
<b>Author:</b>	<b>Pat Cecil</b>	<b>Development Services Supervisor</b>	
<b>Presenter Name:</b>	<b>Pat Cecil</b>	<b>Development Services Supervisor</b>	
	<b>Workshop</b>	<b>X</b>	<b>Formal Agenda</b>

**Subject:** First reading of the ordinance to vacate portions of the road right-of-way for 28½ Road.

**Summary:** The project petitioners are requesting the vacation of two portions of road right-of-way located at the intersection of 28½ Road and Patterson Road and that portion of unimproved 28½ Road right-of-way located north of the Grand Valley Canal.

**Background Information:** As a condition of approval of the preliminary plan for The Legends Subdivision, the petitioner was required to have the right-of-way for the intersection of 28 ½ Road and Patterson Road vacated, close off the intersection and construct a new connection to Patterson Road through the subdivision.

**Budget:** N/A

**Action Requested/Recommendation:** First reading of the ordinance to approve the request for vacation of portions of the road right-of-way.

<b>Citizen Presentation:</b>	<b>X</b>	<b>No</b>	<b>Yes</b>	<b>If Yes,</b>
<b>Name:</b>				
<b>Purpose:</b>				

<b>Report results back to Council:</b>	<b>X</b>	<b>No</b>	<b>Yes</b>	<b>When:</b>	
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<b>Placement on Agenda:</b>	<b>X</b>	<b>Consent</b>	<b>Indiv. Consideration</b>	<b>Workshop</b>
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**CONSENT AGENDA**

**AGENDA TOPIC:** Vacation of Right-of-Way 2000-238 (VR-2000-238)

**SUMMARY:** Vacation of two sections of road right-of-way located at the intersection of 28 ½ Road and Patterson Road and that portion of unimproved 28 ½ Road right-of-way located north of the Grand Valley Canal.

**ACTION REQUESTED:** First reading of an ordinance to vacate the right-of-way at the intersection of 28 ½ Road and Patterson Road and that portion of unimproved 28 ½ Road right-of-way located north of the Grand Valley Canal.

<b>BACKGROUND INFORMATION</b>		
<b>Location:</b>		The intersection of Patterson Road and 28 ½ Road and that portion of unimproved 28 ½ Road right-of-way located just north of the Grand Valley canal
<b>Applicants:</b>		Abell Partners LLC- Ron Abeloe
<b>Existing Land Use:</b>		Existing roadway at the intersection of Patterson Road and 28 ½ Road and undeveloped road right-of-way for that portion of 28 ½ Road located north of the Grand Valley canal.
<b>Proposed Land Use:</b>		Closure of the Patterson Road / 28 ½ Road intersection and elimination of unimproved surplus right-of-way.
<b>Surrounding Land Use:</b>	<b>North</b>	Residential
	<b>South</b>	Grand Valley canal with residential on the south side
	<b>East</b>	Approved for residential subdivision
	<b>West</b>	Existing residential and vacant residential lands
<b>Existing Zoning:</b>		The right-of-way contains no zoning.
<b>Proposed Zoning:</b>		Same
<b>Surrounding Zoning:</b>	<b>North</b>	CSR and RMF-5 (across Patterson Road)
	<b>South</b>	RMF-5 (south of the canal)



	<b>East</b>	PD	
	<b>West</b>	PD and RMF-8	
<b>Growth Plan Designation:</b>		Residential Medium High (8-12 dwelling per acre) and Residential Medium (4-8 dwellings per acre)	
<b>Zoning within density range?</b> N/A		<b>Yes</b>	<b>No</b>

**Staff Analysis:** The applicants are requesting approval of the vacation of road right-of-way for the intersection of Patterson Road and 28 ½ road to comply with condition #4 of the revised preliminary plan (RZP-2000-067, The Legends Subdivision). As part of the preliminary plan approval, the petitioner is required to close off the intersection due to poor sight distances on Patterson Road and construct a new connection to Patterson Road through the subdivision as part of Filing #4. The Petitioner has applied for the vacation of right-of-way in compliance with the preliminary plan condition. As part of the vacation request, the Petitioner is also requesting vacation of the unimproved right-of-way for 28 ½ Road located just north of the Grand Valley Canal.

The portion of unimproved right-of-way is not needed to supply access to any parcels, and the City has no plan for bridging the canal at this location. 28 ½ Road in this location is not identified on the adopted Major Street Plan.

The petitioner plans on landscaping and irrigating the area to be vacated at the intersection of Patterson Road and 28 ½ Road in cooperation with the Falls HOA who will acquire ½ of the vacated right-of-way. The ½ portion of the unimproved right-of-way for 28 ½ Road located north of the canal will be incorporated into the The Legends Subdivision with the west ½ of the vacated right-of-way going to that property owner.

**Vacation of Easement Criteria:**

The vacation of the road right-of-way must be reviewed for conformance with the criteria established by Section 2.11 of the Zoning and Development Code, as follows:

1. The Growth Plan, major street plan and other adopted plans and policies of the City;

The proposed vacation has no impact on the Growth Plan, major street plan or other adopted plans and policies of the City.

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

Adequate access will be assured via the construction of a new road connection to Patterson Road through The Legends Subdivision at a location that has better sight distances along Patterson Road.

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

There is adequate access that will remain after the vacation, with improved access being provided upon the construction of Filing #4 of The Legends Subdivision.

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

There will be no adverse impacts to health, safety and/or general welfare as a result of the vacation of the road right-of-way.

5. The provisions of adequate public facilities and services shall not be inhibited to any property as required in Chapter Six of this Code; and

Utility easements for water and sewer facilities will have to be created in the vacated right-of-ways at the time of the recording of the vacation ordinance.

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

The elimination of the public road right-of-way will eliminate future City maintenance responsibility and improve traffic safety.

**Conditions:**

1. Applicants shall pay all recording/documentary fees for the vacation.
2. Utility easements, acceptable to City utility engineering, for existing water and sewer facilities shall be created in the vacated right-of-ways at the time of before the recording of the vacation ordinance.
3. An easement agreement establishing and providing for maintenance and irrigation of landscape improvements shall be recorded concurrently with the vacation ordinance. The easement agreement shall minimally provide that the obligation to maintain the improvements is perpetual; that assessments, if any, shall be mutually determined and established in writing and that petitioner and the Falls Subdivision have determined and agreed on the nature and extent of the maintenance obligation with the same being confirmed in writing by the respective presidents of the associations.

**PLANNING COMMISSION RECOMMENDATION:** That the City Council find the vacation of the segments of road right-of-way for 28 ½ Road consistent with the Growth plan, the Major Street Plan and section 2.11 of the Zoning and Development Code and approve of the vacation of the road right-of-way identified as VR-2000-238 subject to the conditions listed above.

**RECOMMENDED CITY COUNCIL MOTION:** Mr. Chairman, on item VR-2000-238, I move we approve the vacation of right-of-way based on the findings and conditions listed above.

- Attachments:
- a. General location map
  - b. Ordinance with vacation plat (Exhibit "A")
  - c. Project narrative
  - d. Letter from The Falls Subdivision HOA

**CITY OF GRAND JUNCTION**

**ORDINANCE NO.**

**VACATING THE PORTIONS OF 28 ROAD  
LOCATED BETWEEN PATTERSON ROAD AND  
THE GRAND VALLEY CANAL**

RECITALS:

A vacation of a portions of the dedicated improved right-of-way for 28 ½ Road located at the intersection of Patterson Road and the portion of unimproved right-of-way located north of the Grand Valley Canal has been requested by the adjoining property owners.

The City Council finds that the request is consistent with the Growth Plan, the adopted Major Street Plan and Section 2.11 of the Zoning and Development Code.

The Planning Commission, having heard and considered the request, found the criteria of the Code to have been met, and recommends that the vacation be approved.

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

The following described dedicated right-of-way is hereby vacated subject to the following conditions:

1. Applicants shall pay all recording/documentary fees for the vacation.
2. Utility easements, acceptable to City utility engineering, for existing water and sewer facilities shall be created in the vacated right-of-ways at the time of before the recording of the vacation ordinance.
3. An easement agreement establishing and providing for maintenance and irrigation of landscape improvements shall be recorded concurrently with the vacation ordinance. The easement agreement shall minimally provide that the obligation to maintain the improvements is perpetual; that assessments, if any, shall be mutually determined and established in writing and that petitioner and the Falls Subdivision have determined and agreed on the nature and extent of the maintenance obligation with the same being confirmed in writing by the respective presidents of the associations.

The following right-of-way is shown on "Exhibit A" as part of this vacation of right-of-way description.

Dedicated right-of-way to be vacated:

- 1) A parcel of land situated in the NW ¼ of Section 7, Township 1 South, Range 1 East of the Ute Meridian being described as follows:

Beginning at a point on the west line of the NW ¼ NE ¼ of said Section 7, from whence the N ¼ corner bears N00°17'43"W 50.00 feet and considering the North line of the NE ¼ NW ¼ to bear S89°50'00"W with all bearings contained herein to the relative thereto; thence N89°48'34"E 25.00 feet; thence S00°17'43"E 49.04 feet; thence S89°42'17"W 1.5 feet; thence 84.57 feet along the arc of a curve to the left, having a radius of 26.95 feet, and a chord which bears S89°48'27"W 53.90 feet; thence S89°42'17"W 2.60 feet; thence N00°17'43"W 29.11 feet; thence 31.37 feet along the arc of a curve to the left, having a radius of 20.00 feet, and a chord which bears N45°13'52"W 28.25 feet; thence N89°50'00"E 52.96 feet to the POINT of BEGINNING, containing 0.04 acres as described. All being within the City of Grand Junction, Mesa County, Colorado.

- 2) A parcel of land situated in the NW ¼ of Section 7, Township 1 South, Range 1 East of the Ute Meridian being described as follows:

Beginning at a point on the West line of the NW ¼ NE ¼ of said Section 7, from whence the N 1/16 corner bears N00°17'22"W 43.96 feet and considering the North line of the NE ¼ NW ¼ to bear S89°50'00"W with all bearings contained herein to be relative thereto; thence N89°58'57"E 25.00 feet; thence S00°17'22"E 206.94 feet to the centerline of the Grand Valley Canal; thence along the centerline of said canal, S80°34'35"W 50.64 feet; thence leaving said canal, N00°17'22"W 215.21 feet; thence N89°58'57"E 25.00 feet to the POINT of BEGINNING, containing 0.24 acres as described. All being within the City of Grand Junction, County of Mesa, Colorado.

Introduced for First Reading on June 6, 2001.

PASSED and ADOPTED this      day of      , 2001.

ATTEST:

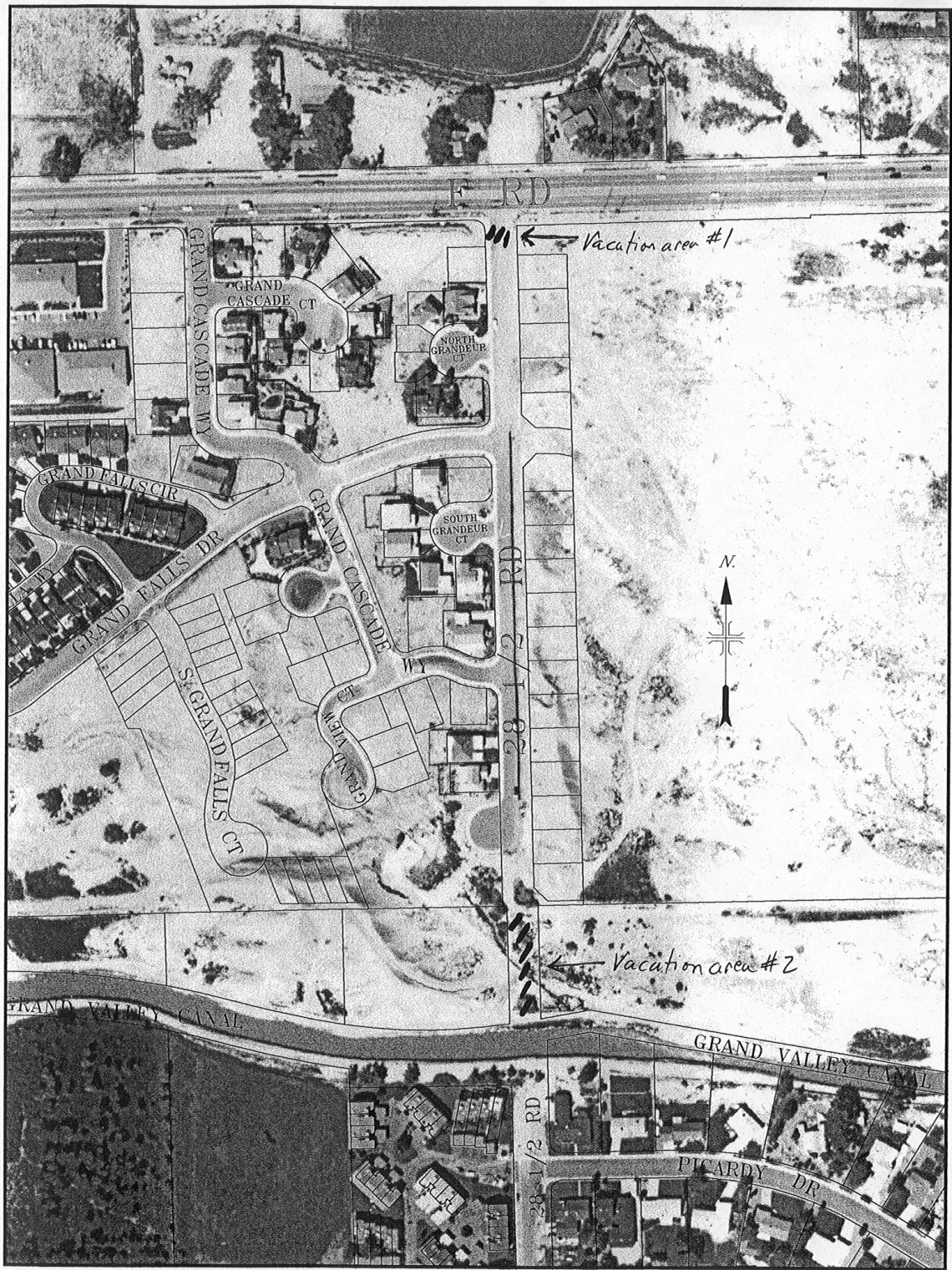
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City Clerk

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President of City Council





**Attach 13**

**CITY COUNCIL AGENDA  
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>		
<b>Subject:</b>	<b>CDBG 2001 Five-Year Consolidated Plan &amp; Annual Action Plan for 2001</b>	
<b>Meeting Date:</b>	<b>June 6, 2001</b>	
<b>Date Prepared:</b>	<b>May 30, 2001</b>	
<b>Author:</b>	<b>Dave Thornton</b>	<b>Principal Planner</b>
<b>Presenter Name:</b>	<b>David Thornton</b>	<b>Principal Planner</b>
	<b>Workshop</b>	<b>X    Formal Agenda</b>

**Subject:** Public Hearing on the City's 2001 Five-Year Consolidated Plan & Annual Action Plan for the 2001 CDBG program year.

**Summary:** This public hearing is to receive public testimony regarding the City's 2001 Five-Year Consolidated Plan which must be submitted to HUD prior to the start of the City's 2001 CDBG Program Year.

**Background Information:** In 1996 the federal government established Grand Junction as an Entitlement Community for Community Development Block Grant (CDBG) Funds. The City is required to complete a new Consolidated Plan for the 2001 Program Year since the 1996 Five-Year Consolidated Plan is expiring at the end of August 2001. Chapter 6 of the Plan also contains the 2001 Action Plan. The Action Plan identifies the specific projects the City will fund with its CDBG monies for the 2001 Program Year. These projects were approved by City Council at the Council meeting on May 16, 2001.

A copy of the Executive Summary of this Plan, as well as the newly completed Annual Action Plan (Chapter 6) are attached for your review. Copies of the entire Consolidated Plan will be available for a 30-day public review period beginning June 7, 2001. After this review period the Plan will be submitted to the US Department of Housing and Urban Development (HUD) for their approval following a 45-day review period. HUD must approve the Plan before the City can begin receiving its 2001 allotment of entitlement funds.

The Final Draft of the 2001 Five-Year Consolidated Plan comprises the May 1<sup>st</sup> draft with some minor clarifications of data, correction of typos, etc., completion of the Executive Summary, and the new draft of Chapter 6. Any changes Council directs on the priorities of CDBG funding in Chapter 5 (to be discussed at the June 4<sup>th</sup> Workshop) will also be incorporated.

**Budget:** CDBG



**Action Requested/Recommendation:** Hold a public hearing on the 2001 Five-Year Consolidated Plan and 2001 Annual Action Plan.

1. Adopt by Resolution the City's 2001 Five-Year Consolidated Plan and 2001 Action Plan;
2. Authorize the City Manager or his designee to be the designated certifying official for the City of Grand Junction for all signatures required by HUD as part of being a CDBG Entitlement recipient.

<b>Citizen Presentation:</b>	<input checked="" type="checkbox"/>	<b>No</b>	<input type="checkbox"/>	<b>Yes</b>	<b>If Yes,</b>
<b>Name:</b>					
<b>Purpose:</b>					

<b>Report results back to Council:</b>	<input checked="" type="checkbox"/>	<b>No</b>	<input type="checkbox"/>	<b>Yes</b>	<b>When:</b>	
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<b>Placement on Agenda:</b>	<input type="checkbox"/>	<b>Consent</b>	<input checked="" type="checkbox"/>	<b>Indiv. Consideration</b>	<input type="checkbox"/>	<b>Workshop</b>
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**ATTACHMENTS:**

1. Executive Summary
2. Final Draft of Chapter 6 (2001 Annual Action Plan)
3. Resolution

**City of Grand Junction, Colorado  
2001 Five-Year Consolidated Plan  
and  
2001 Action Plan**

**Community Development Block Grant Program (CDBG)**

**Executive Summary**

**Introduction**

In 1996 the federal government established Grand Junction as a community entitled to receive Community Development Block Grant Funds. The City has prepared a new Consolidated Plan for the 2001 Program Year since the 1996 Five-Year Consolidated Plan is expiring at the end of August 2001. Applications for CDBG funds are made available in March with an April deadline for each Program Year.

**Community Profile**

Centrally located between Denver and Salt Lake City, Grand Junction is the largest city on the Western Slope of Colorado and serves as the County Seat for Mesa County. The City's population has grown nearly 45 percent in the last decade to approximately 44,000. The surrounding Grand Valley has about 95,000 residents, and Mesa County's population is approximately 118,000.

Since suffering through an economic slump in the mid-1980s, Grand Junction's population and economic indicators now exceed the highest levels of the boom period of the late 1970s and early 1980s. Grand Junction continues to expand its role as the regional trade, services, finance, education, transportation, and health care hub for Western Colorado and Eastern Utah.

While the area's economy has demonstrated strong growth, housing market appreciation far exceeds wage increases. Housing costs have increased an average of 8.5 percent per year for rentals, and 8.7 percent per year for sale units. Wages, meanwhile, have increased approximately 4.4 percent annually over the same period. These trends are expected to continue for the foreseeable future.

**Consolidated Plan Process**

The City adopted a Citizen Participation Plan in 1996 to describe citizen involvement in the Consolidated Plan. The Community Development Department of the City of Grand Junction, as lead agency for the development of the Consolidated Plan (Plan), has invited extensive citizen involvement in Plan creation. The findings and needs identified by those who serve and work with the very low- to moderate-income populations are the basis of the Plan's development. Public and private entities, private citizens, the Consolidated Plan Advisory Committee, and citizen review all contributed to the successful preparation of this document.

## **Housing Needs**

Population growth in Grand Junction has significantly exceeded growth in the number of affordable housing units. Waiting lists for the limited number of existing assisted housing units are a year or more. As a consequence of these and other conditions, the need for over 6,300 additional assisted housing units is critical.

In Grand Junction, housing costs have increased as much as 207 percent while wages have increased only 46.3 percent to an average of \$22,355 in 2000. Over half of all workers in Mesa County are employed in the Retail and Service sectors, historically among the lowest paying jobs in Mesa County.

One of the most disturbing indicators of need is the estimated poverty level in Grand Junction, which grew from 29.3 percent of the total population in 1993 to 45.4 percent in 1997 (the most recent figures available). Due to low area wages, it is estimated that 44 percent of all renters are unable to afford the Fair Market Rent of a modest two bedroom apartment and 58 percent are unable to afford a three bedroom unit. Over 23 percent of the local workforce is considered "low-income" or "in poverty" while working 40 hours per week.

Based upon Poverty Levels and Low Income Guidelines, 7,830 households in Grand Junction live cannot afford to pay market rate rent and need assisted housing. The current inventory of assisted housing units meets only 15 percent of the need.

## **Homeless Needs**

Homelessness presents a growing challenge to Grand Junction. The combination of low local wages and rising housing costs is making a growing percentage of the general population vulnerable to loss of housing, and making it much more difficult for the homeless to work their way off of the streets. In addition, the high percentage of individuals and families without health insurance benefits makes many households vulnerable to housing loss in the event of an expensive major illness.

Local data collection about the homeless has been primarily anecdotal and informal, as there has not until recently been a coordinated community effort to build local

demographic statistics. Although it is very difficult to accurately determine the number of homeless, a point-in-time survey conducted in March 2001 indicates that there are approximately 500 homeless persons in Grand Junction.

A series of planning sessions were conducted to identify needs and develop action plans and a Continuum of Care to address this challenge. The highest priority homeless needs identified through this process are for an emergency shelter, transitional housing, case management, and housing placement for individuals and families.

The Continuum of Care Plan, to be completed in the summer of 2001 by a coalition of community homeless service providers, is intended to provide a continuous network of housing and service support for persons working to permanently leave the streets.

### **Special Needs Housing**

Due to the fact that Grand Junction is the largest community on the Colorado Western Slope and Eastern Utah, medical and other special needs services are provided here that are not available in smaller communities. As a consequence, the percentage of the special needs population in Grand Junction is higher than surrounding communities at approximately 12 percent of the total population. The ability of persons with chronic mental illness, physical and developmental disabilities, and HIV/AIDS to compete in the housing market for appropriate housing at an affordable price is limited in many cases by their lack of income and also by their need for special housing accommodations. Based upon local estimates, a total of 1,073 additional assisted housing units are needed to meet the existing housing need for this sub-population.

### **Anti-Poverty Strategy**

The Anti-Poverty Strategy is an effort to reduce the number of people earning low- to moderate-income wages and at risk of homelessness. This Strategy, described in Chapter 5 of this Consolidated Plan, describes community activities to:

- Increase local pay rates;
- Increase the employability of recipients of public benefits;
- Attract higher paying employers to Grand Junction;
- Increase access to employment through expansion of the service area and hours of operation of the public transportation system and through the availability of responsible affordable childcare;
- Foster increased household stability through educational programs, drug and alcohol rehabilitation programs, and services to persons with special needs;
- Support efforts to reduce the possibility of catastrophic expense through the provision of essential healthcare to the uninsured and the availability of effective

public transportation to reduce the dependence of low-income persons on private automobiles and their associated costs.

## **Strategic Plan**

The Strategic Plan summarizes the community's work plan for addressing the needs discussed above. The Plan integrates economic, physical, environmental, community and human development activities in Grand Junction in a comprehensive and coordinated manner so that agencies, groups, and all citizens can work together to improve the quality of life of its residents. For each Priority and Category of need, specific Objectives and Strategies have been identified which define how the community will respond over the next five years.

**The Consolidated Plan Priorities for Allocation of CDBG funds are as follows:**

### **Priority # 1: Need for Non-Housing Community Development Infrastructure**

Historically, the City of Grand Junction has determined its role to be the provision of basic citizen services such as public works and utilities, police and fire protection, parks and recreation, general planning, code enforcement, and local economic development. The City has defined numerous non-housing community development needs, including streets and public facilities remodel and repair, improvements in City infrastructure, and maintenance and development of city parks. Recognizing that the cost of meeting these objectives exceeds the amount of CDBG funds allocated to Grand Junction by HUD, several of these needs are budgeted in the City's Capital Improvement Plan. Under the CDBG program this will continue to be the highest priority for the City of Grand Junction.

### **Priority # 2: Need for Affordable Housing**

#### ***Category A: Increase the Inventory of Affordable Housing Units***

- Objective 1 Increase the number of affordable rental housing units
- Objective 2 Increase the number and type of home ownership opportunities available to low- to moderate-income homebuyers
- Objective 3 Remove or reduce substandard housing units
- Objective 4 Preserve existing stock of affordable housing units

### **Priority # 3: Needs of the Homeless**

#### ***Category B: Prevent and Reduce Homelessness***

- Objective 1 Provide shelter for homeless adults
- Objective 2 Provide shelter for homeless families

- Objective 3 Increase the number of transitional housing units with support services for homeless individuals and families
- Objective 4 Improve homeless prevention activities

#### **Priority # 4: Special-Needs Population and Other Human Service Needs**

##### ***Category C: Other Special Needs***

- Objective 1 Increase the capacity of existing medical and dental facilities
- Objective 2 Increase the number of group homes that can accommodate individuals with physical and cognitive disabilities

##### ***Category D: Youth***

- Objective 1 Increase the quality of affordable childcare for children of the working poor and people entering the workforce
- Objective 2 Increase the availability of drug and alcohol counseling
- Objective 3 Promote healthy recreational activities

Though the competition for CDBG funds has continually increased since program inception, the City has made an effort to balance disbursement of these funds between the priorities of the City and the social needs of the community. It is the City's goal to continue the balanced use of CDBG funds between the four priority community concerns through the term of this Consolidated Plan.

## **One Year Action Plan for 2001 Program Year**

The purpose of the One-Year Action Plan is to identify One-Year Strategies for each of the Objectives set in the 2001 Five-Year Consolidated Plan. The One-Year Strategies are accomplished by utilizing a variety of resources, including the annual allocation of CDBG funds. On May 16, 2001 the Grand Junction City Council approved 2001 CDBG funding requests totaling \$504,000 for the following six projects. See Chapter 6 for a full discussion of the One-Year Action Plan.

1. Energy Office Affordable Housing Acquisition and Preservation Project (Project 91) – (\$200,000) This project is to acquire 91 affordable units and preserve them as permanent affordable rental housing. The original Section 8 contract expired in 1999 and these units have been at risk of becoming market rate units ever since. The Energy Office will use City CDBG funds for a portion of the acquisition costs and to leverage \$800,000 in State grant funds.
2. Grand Valley Catholic Outreach Transitional Housing Services (\$10,000) - This Housing and Training Program will serve 15 individuals and 2 families who are homeless for a period of 12 to 24 months. Through a caseworker, participants will be linked to all resources in the community to aid them in making a successful transition to permanent housing.
3. Habitat For Humanity Infrastructure for Camelot Garden Subdivision (\$39,000) – CDBG funds will be used for fencing and landscaping the 1.6 acre 11 lot Camelot Gardens Subdivision owned by Habitat For Humanity.
4. Marillac Clinic (\$200,000) – Dental Clinic Expansion/Relocation at 2333 North 6<sup>th</sup> Street. The funding will assist in the relocation and expansion of Marillac’s Dental Clinic, locate all of Marillac’s medical services at one site, and allow more than twice as many people to be served.
5. Mesa Youth Services, Inc., Partners (\$15,000) – Funds will be used for parking lot and landscaping construction for Partners Activity Center at their new proposed location at 12<sup>th</sup> Street and Colorado Avenue.
6. Mesa Developmental Services (\$40,000) – New Construction of Accessible Group Home at 1444 North 23<sup>rd</sup> Street. CDBG funding will be used to construct a Barrier Free Lift System (a ceiling mounted motorized track system for mobility of patients) and an Arjo Tub (a hydrosonic bathtub used for therapeutic values) for the severely developmentally disabled.

**2001 PROGRAM TOTAL \$504,000**

## Chapter 6

### ONE YEAR ACTION PLAN

The purpose of the One-Year Action Plan is to define One-Year Strategies for each of the Objectives set in the 2001 Five-Year Consolidated Plan. One-Year Strategies are accomplished through the use of a variety of resources, including the annual allocation of CDBG Funds.

#### **2001 Program Year Community Development Block Grant Awards**

On May 16, 2001, the Grand Junction City Council approved 2001 CDBG funding requests totaling \$504,000 for the six projects listed in Exhibit 6-1 below. A description of each funded activity is provided in the 2001 Program Year Objectives and Program Year Activities sections in this chapter and in Appendix A HUD Table 3.

Exhibit 6-1

<b>2001 Community Development Block Grant Recipients</b>		
<b>Organization</b>	<b>Activity</b>	<b>Grant Award</b>
The Energy Office	Project 91 Affordable Housing Acquisition / Rehabilitation	\$ 200,000
Grand Valley Catholic Outreach	Homeless Transitional Housing	\$ 10,000
Habitat for Humanity	Low-Income Housing Subdivision Infrastructure	\$ 39,000
Marillac Clinic	Dental Clinic Expansion / Relocation	\$ 200,000
Partners	Youth Center Parking Lot Construction and Improvements	\$ 15,000
Mesa Developmental Services	Developmentally Disabled Group Home Accessibility & Therapy Improvements	\$ 40,000
<b>Total Funds Awarded</b>		<b>\$ 504,000</b>



## **2001 Five-Year Consolidated Plan CDBG Allocation Priorities**

Priority # 1: Need for Non-Housing Community Development Infrastructure

Priority # 2: Need for Affordable Housing

Priority # 3: Needs of the Homeless

Priority # 4: Special-Needs Population and Other Human Service Needs

### **Priority # 1: Need for Non-Housing Community Development Infrastructure**

Historically, the City of Grand Junction has determined its role to be the provision of basic citizen services such as public works and utilities, police and fire protection, parks and recreation, general planning, code enforcement, and local economic development. The City has defined numerous non-housing community development needs, including streets and public facilities remodel and repair, improvements in infrastructure, and maintenance and development of city parks. Recognizing that the cost of meeting these objectives exceeds the amount of CDBG funds allocated, several of these needs are budgeted in the City's Capital Improvement Plan. Under the CDBG program this will continue to be the highest priority for the City of Grand Junction.

#### **A. Five Year Objectives and Strategies:**

##### ***Objective 1 Provide ongoing and improved water and sewer service***

Strategy 1: Phased over the next five years the City will expend \$37.2 million on water and sewer service improvements throughout the city.

##### ***Objective 2 Improve street and pedestrian systems***

Strategy 1: Phased over the next five years the City will expend \$46.3 million on street system improvements.

Strategy 2: Phased over the next five years the City will expend \$2.5 million on citywide neighborhood sidewalk improvements.

##### ***Objective 3 Provide ongoing and improved storm sewer service***

Strategy 1: Phased over the next five years the City will expend \$10.1 million on citywide storm drainage improvements.

##### ***Objective 4 Improve parks and recreation facilities***

- Strategy 1: Phased over the next five years the City will expend \$4.2 million to provide general maintenance and upgrades to parks and recreation facilities throughout the city.
- Strategy 2: The City has budgeted \$1.7 million for acquisition of land for and improvements to neighborhood parks throughout the city.

*Objective 5 Provide for ongoing maintenance and new construction of public facilities*

- Strategy 1: The City has budgeted \$1 million for a new fire station by the year 2005.
- Strategy 2: The community is raising funds to construct a new library building by the year 2006 at the cost of up to \$4.5 million.
- Strategy 3: The City has budgeted \$500,000 to be expended in the next five years to acquire land for expansion / construction of City Shops facilities.
- Strategy 4: The City has budgeted \$1.2 million to be expended in the next five years for improvements to and construction of public parking facilities.
- Strategy 5: The City has budgeted \$377,800 to be expended in the next five years for solid waste disposal system improvements.
- Strategy 6: The City has budgeted \$2 million to be expended in the next five years for abatement and removal of asbestos for public facilities.
- Strategy 7: The City has budgeted \$3.8 million to be expended in 2001 for renovation of Two Rivers Convention Center.

**B. 2001 Program Year Objectives, Performance Measures, and Project Locations**

- The City will expend \$2,221,294 to improve water and sewer systems throughout the city.
- The City will expend \$2,075,000 to improve street and pedestrian systems throughout the city.
- The City will expend \$1,594,521 to improve storm sewer systems throughout the city.
- The City will expend \$743,010 to improve parks and recreation facilities.
- The City will expend \$4,900,000 for ongoing maintenance and construction of public facilities.

**C. 2001 Program Year Activities:**

1. Infrastructure Improvements: The following specific activities are budgeted for the 2001 Program Year in the City's Capital Improvement Plan. Projects include water and sewer, pedestrian and storm sewer system improvements.

- Contract Street Maintenance \$ 1,580,000
- Neighborhood Alley Improvements \$ 333,000
- Curb, Gutter & Sidewalk Improvements / Replacement \$ 495,000
- 27.5 Road Reconstruction from F Road to G Road \$ 120,000
- Accessibility Improvements \$ 50,000
- 29 Road Improvements from I-70B to F Road \$ 631,000
- 25 Road Reconstruction from Highway 6 & 50 to F Rd \$ 1,345,196
- Riverside Park / West Avenue Realignment \$ 200,000
- Street Light & Traffic Control / Calming Upgrades \$ 439,000
- Bookcliff Avenue Reconstruction 9<sup>th</sup> Street to 12<sup>th</sup> St \$ 50,000
- Independent Avenue Reconstruction 25.5 Rd to 1<sup>st</sup> St \$ 88,545
- Colorado River Footbridge to Orchard Mesa \$ 200,368
- Urban Trails Implementation \$ 49,000
- Intersection Improvements citywide \$ 100,000
- Orchard Ave Improvements Normandy Dr to 29 Rd \$ 40,560
- Reconstruct G and 25 Roads Intersection \$ 352,967
- South Camp Road Trail Enhancement \$ 32,000
- City Entrance Signage \$ 65,000
- Highway 340 Corridor Improvements \$ 50,000

2. Parks and Recreation Facilities: The following specific activities are budgeted for the 2001 Program Year in the City's Capital Improvement Plan. Projects include streetscape improvements, community-wide parks improvements and neighborhood parks development and improvements.

- Replace Part of Landscape Island in North Avenue \$ 60,000
- Lincoln Park Improvements (Irrigation & Track Resurface) \$ 267,510
- Canyon View Park Baseball Field Construction \$ 100,000
- General Irrigation and Lighting Improvements \$ 60,500
- Land Acquisition for Neighborhood Parks \$ 70,000
- Minor Park Improvements and Playground Protective Surfacing \$ 185,000

3. Maintenance and Construction of Public Facilities: The following specific activities are budgeted for the 2001 Program Year in the City's Capital Improvement Plan. Projects include the large-scale renovation of the City's convention center and minor maintenance of other public facilities.

- Two Rivers Convention Center Addition / Renovation \$ 4,000,000

- Parking Lot for Two Rivers Convention Center \$ 750,000
- Asbestos Abatement & Removal from Public Buildings \$ 150,000

**Priority # 2: Need for Affordable Housing**

**A. Five Year Objectives and Strategies:**

*Objective 1 Increase the number of affordable rental housing units*

- Strategy 1: Phased over the next four years, the Grand Junction Housing Authority will develop a minimum of 100 units for lease and / or sale.
- Strategy 2: Within two years, the Grand Junction Housing Authority will apply to expand the Section 8 Voucher Program.
- Strategy 3: Phased over the next five years, The Energy Office will develop new and / or purchase and rehabilitate 300 rental housing units.

*Objective 2 Increase the number and type of home ownership opportunities available to low- and moderate-income homebuyers*

- Strategy 1: Within the next two years, The Energy Office will establish a Comprehensive Home Ownership Program
- Strategy 2: Each year, The Energy Office will develop 10 units of sweat-equity housing in the city and an additional 15 units in the County.
- Strategy 3: Within the next three years, Habitat for Humanity will have developed 11 homes for sweat-equity ownership.
- Strategy 4: Phased over the next four years, the Grand Junction Housing Authority will develop new and / or rehabilitate a minimum of 100 units for sale and / or for lease.
- Strategy 5: The Grand Junction Housing Authority will teach low-income renters the characteristics of good tenants and the steps to take toward home ownership.

*Objective 3 Remove or reduce substandard housing units*

Strategy 1: The Energy Office and the Grand Junction Housing Authority will rehabilitate substandard housing as they implement Objective 1 Strategies 1 and 3.

*Objective 4 Preserve existing stock of affordable housing resources*

Strategy 1: The Grand Junction Housing Authority will work to preserve all existing Section 8 vouchers.

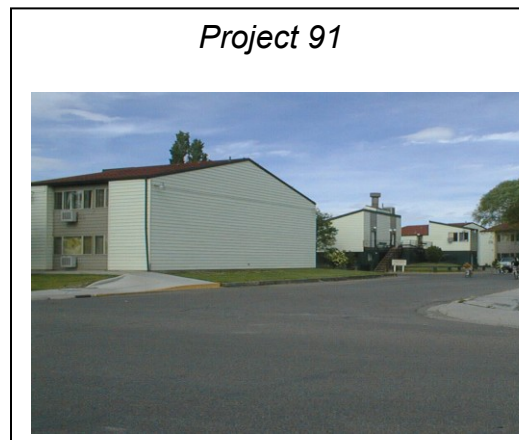
Strategy 2: The Grand Junction Housing Authority, The Energy Office, HUD, and the Colorado Housing and Finance Authority will work together whenever possible to preserve the existing affordable housing inventory.

**B. 2001 Program Year Objectives, Performance Measures, and Project Locations**

- The Energy Office will purchase and rehabilitate its Project 91 affordable housing in Central Grand Junction.
- Habitat for Humanity will complete subdivision infrastructure at 2844 Kennedy Avenue for 11 new homes and fully construct 2 homes in that subdivision for low-income households.
- The Energy Office will construct 25 sweat-equity owner-occupied homes throughout the City and County by September 2002.
- The Energy Office will begin program development, financing and budget creation, and associated activity toward creation of the Comprehensive Home Ownership Program to become operational by September 2003.
- The Grand Junction Housing Authority will apply for an expansion of the number of Section 8 vouchers available to Grand Junction.

**C. 2001 Program Year Activities:**

1. The Energy Office will purchase and rehabilitate Project 91 in central Grand Junction to preserve these for low-income house-holds year-end 2002.  
Total project cost is \$4,996,600.

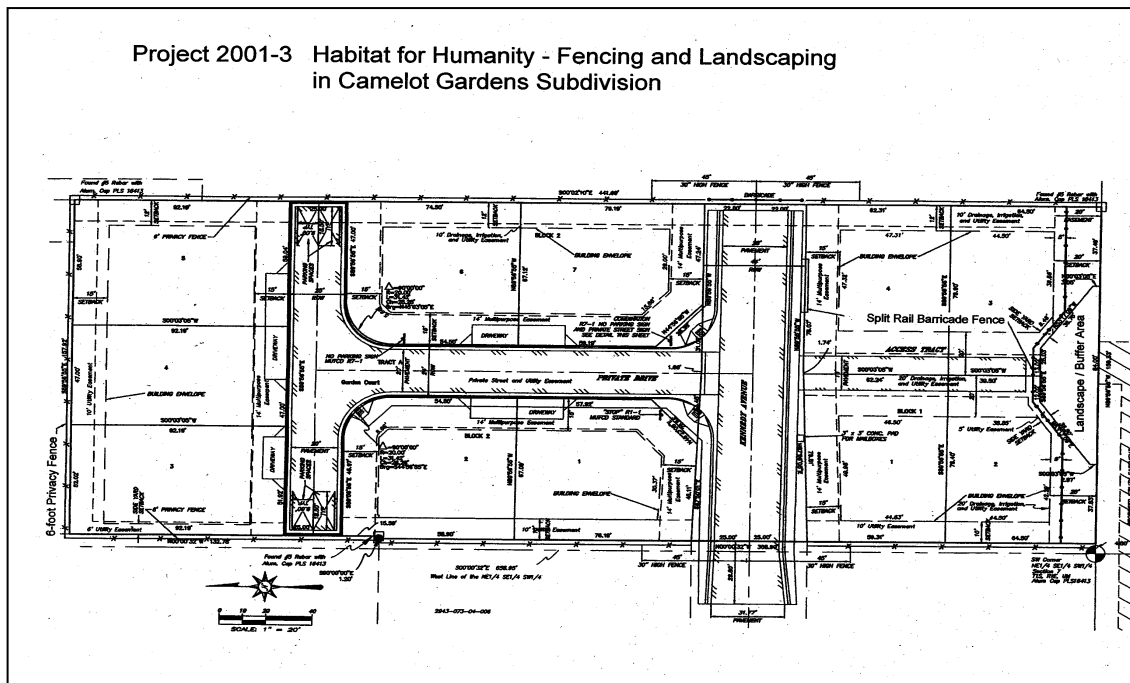


units  
by

Resources:

a.	Funds Committed or Received	
	Neighborhood Reinvestment	\$ 75,000
	Charitable Contribution	\$ 500,000
	<b>2001 Program Year CDBG Funds</b>	<b>\$ 200,000</b>
b.	Additional Funding Requests	
	Neighborhood Reinvestment	\$ 200,000
	Colorado Division of Housing	\$ 800,000
	CHFA Bonds	\$ 2,286,000
	CHFA Tax Credits	\$ 956,592
c.	In Kind Contributions	
	Technical Assistance	\$ 3,200
	(CO Div of Housing, Neighborhood Reinvestment, Rural Community Assistance Corp, Bd of Directors The Energy Office)	
	<b>Total</b>	<b>\$ 5,020,792</b>

**Exhibit 6-2**



2.  
Habitat for Humanity will construct 11 new owner occupied homes at 2844

Kennedy Avenue, Grand Junction by the end of 2003. By Fall 2002 infrastructure for all homes will be completed, and 2 homes will be fully constructed. All homes will be owner occupied and the owners will invest

sweat-equity in the home by participating in the construction process. Total project cost \$780,000.

Resources:

a.	Funds Committed or Received	
	Lion's Clubs	\$ 12,500
	Matching Donations	\$ 12,500
	Lion's Club International	\$ 75,000
	Private Donations	\$ 2,500
	<b>2001 Program Year CDBG Funds</b>	<b>\$ 39,000</b>
b.	Additional Funding Requests	
	Habitat for Humanity International	\$ 205,000
c.	In-Kind Contributions	
	Building Materials and Professional Services	\$ 30,000
	Construction Volunteer Hours	\$ 198,275
	Total	\$ 574,775

3. The Energy Office will construct 25 sweat-equity owner-occupied homes in the City and / or County by September 2002.
4. The Grand Junction Housing Authority will submit an application for additional Section 8 Vouchers.
5. The Energy Office will begin program development and associated activity for its Comprehensive Home Ownership Program scheduled to become operational by September 2003.

**Priority # 3: Needs of the Homeless**

**A. Five Year Objectives and Strategies:**

*Objective 1 Provide shelter for homeless adults*

Strategy 1: Within the next two years, the Grand Junction Community Homeless Shelter will be relocated, enlarged, and will become a year-round facility with the support of the Grand Junction Housing Authority and other key partners.

*Objective 2 Provide shelter for homeless families*

Strategy 1: Within the next two years, the Grand Junction Community Homeless Shelter will accommodate homeless families in the new enlarged permanent shelter.

*Objective 3 Increase the number of transitional housing units with support services for homeless individuals and families*

Strategy 1: Within two years the Rescue Mission will develop up to 10 transitional beds for homeless families.

Strategy 2: Within two years Grand Valley Catholic Outreach will develop a transitional housing program for up to 25 individuals.

*Objective 4 Improve homeless prevention activities*

Strategy 1: Within three years, the Salvation Army will expand its residential drug / alcohol treatment program by 20 beds.

Strategy 2: Gateway Youth & Family services will expand its drug and alcohol counseling services to youth and adults.

Strategy 3: Grand Valley Catholic Outreach will expand its Day Center and Soup Kitchen services to the poor.

Strategy 4: The Grand Junction Housing Authority will conduct renters education, home mortgage default counseling and other life skills classes to increase the housing retention capacity of the residents of its affordable housing units.

Strategy 5: Grand Valley Catholic Outreach will provide the support services outlined in Objective 3 in its transitional housing facility.

## **B. 2001 Program Year Objectives, Performance Measures, and Project Locations**

- Grand Valley Catholic Outreach will obtain the funding and develop a scattered site transitional housing program by September 2002.
- The Grand Junction Community Homeless Shelter will plan the new shelter, research and gain financial support, and move toward completion of the shelter by September 2004.
- The Rescue Mission will raise the funds and apply for the construction permits required to add 8-10 beds of transitional housing to their existing facility. These housing units are due for completion by May 2003.
- The Salvation Army will obtain financing, gain site control and associated approvals to house its expanded drug and alcohol rehabilitation program toward opening this program by September 2003.
- The Grand Junction Housing Authority will create the curriculum and begin providing classes to educate renters in regard to renter / landlord responsibilities, movement toward home ownership, home owner responsibilities, and other life skills classes.

## **C. 2001 Program Year Activities:**



1. Grand Valley Catholic Outreach will rent housing units for transitional housing and provide support services for 15 individuals and 2 families for a 12-24 month residency term. Annual project cost is \$245,349.

Resources:

a.	Funds Committed or Received		
	Grand Valley Catholic Outreach	\$	10,000
	<b>2001 Program Year CDBG Funds</b>	<b>\$</b>	<b>10,000</b>
b.	Additional Funding Requests		
	El Pomar Foundation	\$	10,000
	Kenneth King Foundation	\$	5,000
	Bonfils-Stanton Foundation	\$	10,000
	HUD McKinney Funds	\$	100,000
c.	In-kind Contributions		
	Salvation Army (furnishings for 7 houses)	\$	7,000
	Catholic Outreach (Volunteers)	\$	2,500
	Go-el (Supplies)	\$	3,500
	Community Food Bank (Food Supplies)	\$	534
	Catholic Outreach (Office Space & Supplies)	)\$	3,000
	Marillac Clinic (Dental, Medical, Mental care)	\$	7,385
	Consumer Credit Services (consumer counseling)	\$	1,000
	Mesa County Workforce Center (job training +)	\$	4,000
	St. Mary Recovery Program (substance abuse counseling)	\$	5,000
	Colorado Division of Housing (hsg. inspection & training)	\$	560
	Rocky Mountain Western Slope Head Start Program (preschool education, medical screening)	\$	6,814
	Grand Junction Community Homeless Shelter (pre-transitional program placement)	\$	6,399
	Consumer Credit Counseling Service (budget counseling)	\$	3,694
	Center for Enriched Communications (mental health counseling)	\$	4,750
	Department of Veterans Affairs Medical Center (substance abuse treatment / medical care)	\$	11,666
	Grand Junction Police Department (personal and property safety training)	\$	364
	Hilltop Community Resources (case mgmt. training, child care, parent trainin)	\$	9,054
	Hand-in-Hand (family mentoring)	\$	3,466

CSU Cooperative Extension (nutrition workshops) \$ 1,000  
St. Matthew's Episcopal Church (transportation assistance)\$ 797

Total \$ 227,483

2. The Grand Junction Community Homeless Shelter in partnership with the Grand Junction Housing Authority will gain control of a site needed to create a year-round adult shelter, have completed an appropriate shelter design and obtained the necessary construction permits toward completion of the shelter by September 2003.

Funds Committed or Received:

(1999 Program Year CDBG Funds) \$ 205,000

3. The Rescue Mission will raise the funds and apply for the construction permits required to develop 8-10 beds of transitional housing for families at their existing site in Grand Junction. The project is planned for completion by May 2003.
4. The Salvation Army will obtain financing, gain site control and associated approvals for a facility to house its expanded drug and alcohol rehabilitation program. This program will house men and women for 6 months while residents maintain sobriety and develop the employment and social skills needed to successfully reintegrate with the larger culture.
5. The Grand Junction Housing Authority will develop a class curriculum to conduct renters education, home ownership counseling and other life skills classes to increase the housing retention capacity of residents of its affordable housing units.

#### **Priority # 4: Special-Needs Population and Other Human Service Needs**

##### **A. Five Year Objectives and Strategies:**

*Objective 1 Increase the capacity of existing medical and dental facilities*

Strategy 1: Marillac Clinic will expand its dental facility from eight to 12-14 operatories

Strategy 2: Marillac Clinic will expand its medical facility by three exam rooms

*Objective 2 Increase the number of group homes that can accommodate individuals with physical and cognitive disabilities*

Strategy: Mesa Developmental Services will construct four

six-bedroom group homes specifically designed for individuals with physical and cognitive disabilities.

*Objective 3 Increase the quality of affordable childcare for children of the working poor and people entering the workforce*

Strategy 1: The Early Childhood Initiative will establish a rating system to measure quality childcare.

Strategy 2: In two to five years, Mesa County Department of Human Services and Hilltop Community Resources will enlarge the facility and improve the quality of the childcare available through the Mesa County Workforce Center.

*Objective 4 Increase the availability of drug and alcohol counseling to youth*

Strategy 1: Gateway Youth & Family Services will expand its drug and alcohol services to youth and adults.

*Objective 5 Promote healthy recreational activities with youth*

Strategy 1: Partners, in collaboration with Hilltop will move and expand its computer lab / recreation center.

## **B. 2001 Program Year Objectives, Performance Measures, and Project Locations**

- Marillac Clinic to start construction and complete all underground infrastructure for the new clinic at 2333 North 6<sup>th</sup>, Grand Junction. (Project is due for completion at year-end 2002)
- Mesa Developmental Services to fully complete two Group Homes for the developmentally disabled to be constructed and operations begun at 1444 North 23<sup>rd</sup> and 309 Kava Way, Grand Junction.
- Partner's / Hilltop's Activity Center for youth and other sub-populations to be fully constructed and operations begun at Colorado and 12<sup>th</sup>, Grand Junction.
- Hilltop Community Resources and the Mesa County Workforce Center will move toward the construction of a new childcare facility at the Workforce Center with the acquisition of construction funding, design completion and approval, and the start of construction by September 2002.
- The Early Childhood Initiative will complete a draft of the rating system to measure quality childcare.

## **C. 2001 Program Year Activities:**

1. Marillac Clinic will relocate and enlarge its dental Clinic from its current location to 2333 North 6<sup>th</sup>, Grand Junction. The new location will be new construction adjacent its existing operation at the same address, and will increase the number of operatories from 8 to 12-14 at a total cost of



\$1,813,355. The increased operatories will allow Marillac to achieve their goal of 6,719 annual uninsured patient visits and 8,213 annual Medicaid-eligible patient visits by Fiscal Year 2004-2005 – an increase of 122 percent and 257 percent as compared with current figures.

Resources:

a.	Funds Committed or Received:	
	Helen and Arthur Johnson Foundation	\$ 50,000
	Colorado Dept. of Health Care Policy & Finance	\$ 200,829
	Private Individual Donor	\$ 25,000
	Private Individual Donor	\$ 35,000
	Sisters of Charity of Leavenworth – Mission Fund	\$ 20,000
	Adolph Coors Foundation	\$ 14,400
	Marillac Clinic – Staff	\$ 3,135
	Marillac Clinic – Board members	\$ 5,000
	State of Colorado – CDBG Funds	\$ 300,000
	Bacon Foundation	\$ 100,000
	<b>2001 Program Year CDBG Funds</b>	<b>\$ 200,000</b>
b.	Additional Funding Requests	
	Goodwin Foundation	\$ 25,000
	Boettcher Foundation	\$ 150,000
	El Pomar foundation	\$ 100,000
	Kresge Foundation	\$ 400,000
	(\$200,000 plus \$200,000 local match)	
	Caring for Colorado Foundation	\$ 500,000
c.	In-kind Contributions	
	Architect Architectural Fees	\$ 12,590
	Contractor Fees Contractors Fee	\$ 12,590
	St. Mary's Hospital Parking / Landscaping	<u>\$ 130,000</u>

Total \$ 2,245,067

2. Mesa Developmental Services will develop new group homes for the developmentally disabled; one at 1444 North 23<sup>rd</sup> (beginning May 2001) and one in Orchard Mesa. Each home will house 6 residents and cost approximately \$530,000 to develop.

Resources:

HUD	\$ 676,600
Colorado Division of Housing	\$ 150,000
Mesa Developmental Services (out of pocket to date)	\$ 218,467
<b>2001 Program Year CDBG Funds</b>	<b><u>\$ 40,000</u></b>
Total	\$ 1,085,067

3. Mesa Youth Services, Inc. (dba Partners) currently provides these services at 735 South Avenue, Grand Junction. Due to downtown redevelopment, Partners will relocate its current operation and construct a new Activity Center at 12<sup>th</sup> and Colorado to provide educational, vocational, and recreational services to over 1,200 youth aged 6 years to 21 years. Total project cost \$550,000.



Resources:

a. Funds Committed or Received	
Bacon Family Foundation	\$ 25,000
Hilltop Community Resources	\$ 25,000
Private Individuals	\$ 36,000
Johnson Foundation	\$ 50,000
Y-Ma Foundation	\$ 30,000
Coors Foundation	\$ 50,000
Xcel Energy	\$ 7,500
Darrel Mattivi	\$ 40,000
(matching challenge grant for personal donations)	
<b>2001 Program Year CDBG Funds</b>	<b><u>\$15,000</u></b>
b. Additional Funding Requests	
American Honda Foundation	\$ 10,000
Home Depot	\$ 5,000
Touch Em All Foundation	\$ 10,000
Wells Fargo Bank	\$ 10,000

Lions Club	\$ 50,000
King Foundation	<u>\$ 45,000</u>
<b>Total</b>	<b>\$ 408,500</b>

- Hilltop Community Resources and the Mesa County Workforce Center will move toward the construction of a new childcare facility at the Workforce Center with the acquisition of construction funding, design completion and approval, and the start of construction by September 2002.
- The Early Childhood Initiative will complete a draft of the rating system to measure quality childcare in Mesa County.

### **Monitoring**

See Consolidated Plan Chapter 8 “Monitoring” (page 78).

### **Evaluate and Reduce Lead-Based Paint Hazards**

See Consolidated Plan Chapter 5 “Lead Based Paint Hazards” (page 56).

### **Reduce the Number of Poverty Level Families**

See Consolidated Plan Chapter 5 “Anti-Poverty Strategy” (page 57).

### **Develop Institutional Structure**

See Consolidated Plan Chapter 2 “Institutional Structure” (page 22)

### **Enhance Coordination Between Public and Private Housing and Social Service Agencies**

See Consolidated Plan Chapter 5 “Coordination” (page 59).

**CITY OF GRAND JUNCTION**

**RESOLUTION NO.**

**RESOLUTION ADOPTING THE 2001 FIVE-YEAR CONSOLIDATED PLAN FOR THE  
GRAND JUNCTION COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

Recitals:

**WHEREAS, the City of Grand Junction was designated as an Entitlement Community by the U.S. Department of Housing and Urban Development in 1996 when Mesa County's population reached 100,000;**

WHEREAS, this designation entitles Grand Junction to an annual grant of funds under the Community Development Block Grant CDBG Program;

WHEREAS, to be eligible for funding, the City of Grand Junction must submit a Consolidated Plan which serves as a federally required planning document that guides community development efforts in Grand Junction;

WHEREAS, the primary objective of the Consolidated Plan and CDBG Program is the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low- and moderate-income;

WHEREAS, the planning process in developing the 2001 Five-Year Consolidated Plan included an emphasis on Citizen Participation and interagency involvement;

WHEREAS, the 2001 Five-Year Consolidated Plan included a process of developing a set of local priority needs and objectives through a coordinated effort with non-profit and government agencies in the community serving the low income and special needs populations; and

WHEREAS, the 2001 Five-Year Consolidated Plan establishes a strategic plan that addresses the priority needs, goals and strategies the Grand Junction Community has identified and will undertake during the next five years.

**NOW THEREFORE BE IT RESOLVED, that the Grand Junction City Council formally adopts the 2001 Five-Year Consolidated Plan.**

Adopted this 6th day of June, 2001.

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President of the Council

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City Clerk



**CITY COUNCIL AGENDA  
CITY OF GRAND JUNCTION**

<b>CITY COUNCIL</b>			
<b>Subject:</b>	<b>Vacation of Right-of-Way for High Side Brewery</b>		
<b>Meeting Date:</b>	<b>June 6, 2001</b>		
<b>Date Prepared:</b>	<b>May 14, 2001</b>		
<b>Author:</b>	<b>Pat Cecil</b>	<b>Development Services Supervisor</b>	
<b>Presenter Name:</b>	<b>Pat Cecil</b>	<b>Development Services Supervisor</b>	
<b>Workshop</b>		<b>X</b>	<b>Formal Agenda</b>

**Subject:** Vacation of Right-of-Way, #VR-2001-082.

**Summary:** Second reading and public hearing for the Ordinance to Vacate a Right-of-Way for the High Side Brewery, located at 859 Struthers Avenue. (#VR-2001-082)

**Background Information:** See attached.

**Budget:** N/A

**Action Requested/Recommendation:** It is recommended that City Council approve the Second reading of the Ordinance to Vacate a Right-of-Way for the High Side Brewery.

<b>Citizen Presentation:</b>	<b>X</b>	<b>No</b>		<b>Yes</b>	<b>If Yes,</b>
<b>Name:</b>					
<b>Purpose:</b>					

<b>Report results back to Council:</b>	<b>X</b>	<b>No</b>		<b>Yes</b>	<b>When:</b>	
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<b>Placement on Agenda:</b>	<b>X</b>	<b>Consent</b>		<b>Indiv. Consideration</b>		<b>Workshop</b>
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<b>BACKGROUND INFORMATION</b>			
<b>Location:</b>		<b>859 Struthers Avenue</b>	
<b>Applicants:</b>		<b>James and Bernadette Jeffryes– Owners Judy and Kregg Thornburg-Owners Dan Brennecke, Roy Weston Inc.-Rep.</b>	
<b>Existing Land Use:</b>		<b>Single Family Residential</b>	
<b>Proposed Land Use:</b>		<b>Brewery / Tavern</b>	
<b>Surrounding Land Use:</b>	<b>North</b>	<b>Residential</b>	
	<b>South</b>	<b>Park</b>	
	<b>East</b>	<b>Residential</b>	
	<b>West</b>	<b>Park</b>	
<b>Existing Zoning:</b>		<b>C-2</b>	
<b>Proposed Zoning:</b>		<b>Same</b>	
<b>Surrounding Zoning:</b>	<b>North</b>	<b>C-2 (General Commercial)</b>	
	<b>South</b>	<b>CSR (Community Services and Recreation)</b>	
	<b>East</b>	<b>CSR (Community Services and Recreation)</b>	
	<b>West</b>	<b>C-2 (General Commercial)</b>	
<b>Growth Plan Designation:</b>		<b>Park</b>	
<b>Zoning within density range?</b>		<b>X</b>	<b>Yes</b>
			<b>No</b>

**Project Background/Summary:**

The applicant is requesting a vacation of a City right-of-way (see Attachment 2) located at 859 Struthers Avenue. Concurrently, a simple subdivision review is being conducted to split the property into two lots and a conditional use permit review for a brewery/tavern and outdoor entertainment events. There have been no objections from utility companies.

**Staff Analysis:**

**Vacation of Right-of-Way**

The Petitioner is requesting that a right-of-way agreement (see attachment 5), with the former owners of the property and the City of Grand Junction, be vacated. The City's right-of-way was dedicated for the purposes of operating a gravel pit. The gravel pit operation has ceased and the right-of-way is no longer needed, according to a letter provided by Tim Woodmansee, City Property Agent (see attachment 4).

**Analysis of Vacation of Right-of-Way Criteria:**

The vacation of the right-of-way must be reviewed for conformance with the criteria established by Section 2.11 of the Zoning and Development Code, as follows:

- 4. The Growth Plan, major street plan and other adopted plans and policies of the City;***
- 5. No parcel shall be landlocked as a result of the vacation;***
- 6. Access to any parcel shall not be restricted to the point where access is unreasonable, economically prohibitive, or reduces or devalues any property affected by the proposed vacation:***
- 7. There shall be no adverse impacts on the health, safety, and/or welfare of the general community, and the quality of public facilities and services provided to any parcel of land shall not be reduced (e.g. police/fire protection and utility services);***
- 8. The provisions of adequate public facilities and services shall not be inhibited to any property as required in Chapter Six of this Code; and***
- 9. The proposal shall provide benefits to the City such as reduced maintenance requirements, improved traffic circulation, etc.***

The City-owned gravel pit operation, which was accessed by the right-of-way to the south, is no longer in operation. The proposed vacation has no impact on the Growth Plan, major street plan or other adopted plans and policies of the City. The vacation does not affect access to any of the properties involved or adjacent properties. The vacation will not affect access to any properties or devalue any property. There will not be an impact to health, safety and/or welfare. The proposed vacation will not prevent adequate services to adjacent properties as required by the Code. According to the Petitioner, the utilities to the proposed Lot 2 are available within the Struthers Avenue right-of-way. The proposed vacation will have no affect on maintenance requirements or traffic circulation.

**Findings of Vacation of Right-of-Way Review:**

The vacations must meet several criteria as set forth in Section 2.11 of the Zoning and Development Code. Staff has determined that the project meets the criteria for a right-of-way vacation.

**STAFF'S RECOMMENDATIONS:**

1. Staff recommends that the City Council approve the ordinance for the Vacation of the Right-of-Way.

**PLANNING COMMISSION MOTION:**

The Planning Commission forwarded a positive recommendation to the City Council at the March 15, 2001 hearing, for the request to Vacate the right-of-way covering the access to the entire property located at 859 Struthers Avenue, finding that the right-of-way is no longer needed by the discontinuation of the City-owned gravel pit operation to the south and that the vacation is in compliance with Section 2.11 of the Zoning and Development Code, the Growth Plan and the Major Street Plan.

Attachments:

1. Ordinance
2. Aerial Map
3. Site Plan
4. Letter from Tim Woodmansee, City Property Agent
5. Right-of-Way Agreement dated 2-18-48

**CITY OF GRAND JUNCTION**

**ORDINANCE NO.**

**VACATING A RIGHT-OF-WAY  
LOCATED AT 859 STRUTHERS AVENUE**

Recitals:

A. Pursuant to that certain Agreement (“Agreement”) between Albert Cavanah and the City of Grand Junction, dated the 11<sup>th</sup> day of February, 1946, as recorded in Book 481 at Page 568 in the office of the Mesa County Clerk and Recorder, the City obtained a right-of-way to use an access road across the property known as 859 Struthers Avenue for the purposes of hauling gravel from a City gravel pit. The Agreement did not specify the location or width of the right-of-way.

B. Section 4 of the Agreement provide that the Agreement may be terminated by the City at any time the City decides to abandon its gravel pit.

C. The City has not owned nor operated a gravel pit in the vicinity of 859 Struthers Avenue for several years. By this ordinance, the City is officially stating that it has abandoned its gravel pit.

D. This ordinance vacates the right-of-way through the property at 859 Struthers Avenue as created by the recorded Agreement. All relevant utility companies have agreed to the vacation and the Staff recommends approval.

E. The Planning Commission has heard and considered the request and found that the criteria of the Code have been met. The Planning Commission recommends that the vacation be approved.

NOW, THERE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION;

1. That the right-of-way created by that certain Agreement between Albert Cavanah and the City of Grand Junction, dated the 11<sup>th</sup> day of February, 1946, as recorded in Book 481 at Page 568 in the office of the Mesa County Clerk and Recorder, is hereby vacated.

PASSED and ADOPTED this \_\_\_ day of \_\_\_\_\_, 2001.

ATTEST:

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

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







2945-234-00-010











March 6, 2001

City of Grand Junction  
Public Works Department  
250 North 5TH Street  
Grand Junction CO 81501-2668  
FAX: (970) 256-4022

Mr. James P. Jeffryes  
2683 Del Mar Drive  
Grand Junction, CO 81506

Re: Right of Way Agreement affecting 859 Struthers Avenue

Dear Mr. Jeffryes:

In 1946, the City of Grand Junction entered into an agreement with Albert Cavanah which authorized the City to use a road ("right of way") through that certain real property located at 859 Struthers Avenue for the purposes of accessing a City operated gravel pit. A copy of the agreement is enclosed.

In my opinion, the rights and interests of the City as conveyed in the agreement have terminated for the following reasons:

1. The agreement required the City to pay Mr. Cavanah the sum of \$12.00 per year for use of said right-of-way. Evidence indicates that the City has not complied with this obligation for decades.
2. The agreement required the City to maintain and grade the subject road. Evidence indicates that the City has not complied with this obligation for decades.
3. The agreement may be terminated at the time the gravel pit is abandoned. Evidence indicates that the City has not operated a gravel pit at or near 859 Struthers Avenue for decades.

Please feel free to contact me at 244-1565 if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Tim Woodmansee".

Tim Woodmansee  
City Real Estate Manager

enclosure

Book 481 Page 568 Recorded at 9:50 o'clock A. M. Feb. 18, 1946  
Reception No. 478300 Annie M. Dunston, Recorder.

A G R E E M E N T

THIS AGREEMENT, made and entered into this 11<sup>th</sup>  
day of February, 1946, between Albert Cavanah, first party, and  
the City of Grand Junction, Colorado, second party, WITNESSETH:

THAT WHEREAS, the first party is the owner of the  
property known as 859 Struthers Avenue in the County of Mesa,  
State of Colorado;

AND WHEREAS, the second party desires a right of way  
to its gravel pit through the premises of the first party;

AND WHEREAS, the parties desire to enter into an agree-  
ment for their mutual protection in the use of this right of way;

NOW, THEREFORE, in consideration of these presents, and  
the mutual agreements herein contained, the parties agree as  
follows:

1. The second party shall have the right to use the  
access road through the property of the first party for the haul-  
ing of gravel from their gravel pit at any time they desire;

2. The second party shall pay to the first party the  
sum of Twelve Dollars (\$12.00) a year for the use of said right  
of way;

3. The second party further agrees to maintain and  
keep in graded condition the roadway crossing the first party's  
land;

4. This agreement may be terminated by the second party  
at any time they decide to abandon their gravel pit;

5. This agreement shall be binding upon the heirs,  
successors, administrators, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto signed  
their names on the day and year first above written.

Albert Cavanah  
First Party

CITY OF GRAND JUNCTION, COLORADO

Walter H. Stutz  
City Manager  
Second Party

ATTEST:

Idella C. Conner  
City Clerk

**CITY COUNCIL AGENDA  
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>		
<b>Subject:</b>	<b>Grand Meadows Annexation</b>	
<b>Meeting Date:</b>	<b>June 6, 2001</b>	
<b>Date Prepared:</b>	<b>May 21, 2001</b>	
<b>Author:</b>	<b>Lisa Gerstenberger</b>	<b>Senior Planner</b>
<b>Presenter Name:</b>	<b>Lisa Gerstenberger</b>	<b>Senior Planner</b>
	<b>Workshop</b>	<b>X Formal Agenda</b>

**Subject:** Grand Meadows Annexation, ANX-2001-080.

**Summary:** Resolution for Acceptance of Petition to Annex/Second reading of the annexation ordinance for the Grand Meadows Annexation located at 30 Road and Gunnison Avenue, and including a portion of 30 Road right-of-way.

**Background Information:** See Attached

**Budget:** N/A

**Action Requested/Recommendation:** Recommend City Council approve the Resolution for the Acceptance of Petition to Annex, Second reading of the annexation ordinance for the Grand Meadows Annexation.

<b>Citizen Presentation:</b>	<input type="checkbox"/>	<b>No</b>	<input checked="" type="checkbox"/>	<b>Yes</b>	<b>If Yes,</b>
<b>Name:</b>	<b>Jerry Slaugh</b>				
<b>Purpose:</b>	<b>Project Representative</b>				

<b>Report results back to Council:</b>	<input checked="" type="checkbox"/>	<b>No</b>	<input type="checkbox"/>	<b>Yes</b>	<b>When:</b>	
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<b>Placement on Agenda:</b>	<input type="checkbox"/>	<b>Consent</b>	<input checked="" type="checkbox"/>	<b>Indiv. Consideration</b>	<input type="checkbox"/>	<b>Workshop</b>
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**CITY OF GRAND JUNCTION**

**DATE:** May 21, 2001

**CITY COUNCIL**

**STAFF PRESENTATION:** Lisa Gerstenberger

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**AGENDA TOPIC:** ANX-2001-080, Grand Meadows Annexation.

**SUMMARY:** Resolution for Acceptance of Petition to Annex/Second reading of the annexation ordinance for the Grand Meadows Annexation located at 30 Road and Gunnison Avenue, and including a portion of 30 Road right-of-way.

<b>BACKGROUND INFORMATION</b>					
<b>Location:</b>		<b>30 Road and Gunnison Avenue</b>			
<b>Applicants:</b>		<b>Charles and Ruby Fitzpatrick</b>			
<b>Existing Land Use:</b>		<b>Vacant</b>			
<b>Proposed Land Use:</b>		<b>Residential</b>			
<b>Surrounding Land Use:</b>	<b>North</b>	<b>Residential</b>			
	<b>South</b>	<b>Vacant/Residential</b>			
	<b>East</b>	<b>Vacant/Residential</b>			
	<b>West</b>	<b>Commercial</b>			
<b>Existing Zoning:</b>		<b>County AFT</b>			
<b>Proposed Zoning:</b>		<b>City RMF-5</b>			
<b>Surrounding Zoning:</b>	<b>North</b>	<b>County RSF-4</b>			
	<b>South</b>	<b>County AFT</b>			
	<b>East</b>	<b>County AFT</b>			
	<b>West</b>	<b>County Industrial</b>			
<b>Growth Plan Designation:</b>		<b>Residential Medium</b>			
<b>Zoning within density range?</b>		<b>x</b>	<b>Yes</b>		<b>No</b>

**Staff Analysis:**

**ANNEXATION:**

The owner of the property has signed a petition for annexation as part of the request to construct a single family residential subdivision, pursuant to the 1998 Persigo Agreement with Mesa County.

It is staff's professional opinion, 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 Grand Meadows 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 owners consent.

<b>GRAND MEADOWS ANNEXATION SUMMARY</b>		
<b>File Number:</b>	<b>ANX-2001-080</b>	
<b>Location:</b>	<b>30 Road and Gunnison Avenue</b>	
<b>Tax ID Number:</b>	<b>2943-162-00-022</b>	
<b>Parcels:</b>	<b>1 parcel and 30 Road right-of-way</b>	
<b>Estimated Population:</b>	<b>0</b>	
<b># of Parcels (owner occupied):</b>	<b>N/A</b>	
<b># of Dwelling Units:</b>	<b>0</b>	
<b>Acres land annexed:</b>	<b>9.65 acres for annexation area</b>	
<b>Developable Acres Remaining:</b>	<b>9 acres</b>	
<b>Right-of-way in Annexation:</b>	<b>.65 acres, See Annexation Map</b>	
<b>Previous County Zoning:</b>	<b>AFT</b>	
<b>Proposed City Zoning:</b>	<b>Residential Multi-family, 5 du/ac</b>	
<b>Current Land Use:</b>	<b>Vacant</b>	
<b>Future Land Use:</b>	<b>Residential</b>	
<b>Values:</b>	<b>Assessed:</b>	<b>= \$1,260</b>
	<b>Actual:</b>	<b>= \$4,340</b>
<b>Census Tract:</b>	<b>8</b>	

<b>Address Ranges:</b>		<b>3000-3025 Grand Meadow Court</b>
<b>Special Districts:</b>	<b>Water:</b>	<b>Clifton Water/Ute Water</b>
	<b>Sewer:</b>	<b>Central Grand Valley Sanitation</b>
	<b>Fire:</b>	<b>Clifton Fire</b>
	<b>Drainage:</b>	<b>GJ Drainage District</b>
	<b>School:</b>	<b>District 51</b>
	<b>Pest:</b>	<b>Upper Grand Valley Pest District</b>

The following annexation and zoning schedule is being proposed.

<b><i>ANNEXATION SCHEDULE</i></b>	
<b>5-2-2001</b>	Referral of Petition (30 Day Notice), First Reading, Exercising Land Use
<b>5-15-2001</b>	Planning Commission considers Zone of Annexation
<b>5-16-2001</b>	First Reading on Zoning by City Council
<b>6-6-2001</b>	Acceptance of Petition and Public hearing on Annexation and Zoning by City Council
<b>7-8-2001</b>	Effective date of Annexation and Zoning

**Action Requested/Recommendation:** It is recommended that City Council approve the Grand Meadows Annexation.

**Attachments:**

- Resolution of Acceptance of Petition/Exercising Land Use Immediately
- Annexation Ordinance
- Annexation Map 1
- Annexation Map 2

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**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

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

**GRAND MEADOWS ANNEXATION**

**APPROXIMATELY 9.65 ACRES LOCATED AT  
30 ROAD AND GUNNISON AVENUE,  
INCLUDING A PORTION OF 30 ROAD RIGHT-OF-WAY**

**WHEREAS**, on the May 2, 2001, 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 June 6, 2001; 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:

**GRAND MEADOWS ANNEXATION**

A parcel of land situate in the SE 1/4 NE 1/4 of Section 17 and in the SW 1/4 NW 1/4 of Section 16, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at the N 1/16 corner on the east line of Section 17; thence S 00°00'00" E along the east line of the SE 1/4 NE 1/4 of said Section 17 a distance of 3.00 feet to the True Point of Beginning of the parcel contained herein; thence N 89°58'19" W along a line 3.00 feet south of and parallel with the north line of the SE 1/4 NE 1/4 of said Section 17 a distance of 27.00 feet to a point; thence S 00°00'00" E along a line 3.00 feet east of and parallel with the west right of way line for 30 Road a distance of 806.63 feet to a point; thence S 89°58'41" E a distance of 1.00 feet to a point; thence N 00°00'00" W along a line 4.00 feet east of and parallel with the west right of way line for said 30 Road a distance of 150.00 feet to a point; thence S 89°58'41" E a distance of 26.00 feet to a point on the west

line of the SW 1/4 NW 1/4 of Section 16; thence N 00°00'00" W along the west line of said SW 1/4 NW 1/4 a distance of 29.81 feet to a point; thence N 89°55'54" E a distance of 40.00 feet to a point on the east right of way line for said 30 Road; thence along the east right of way line for said 30 Road the following 3 courses:

N 00°00'00" W a distance of 134.85 feet to a point;

S 89°55'30" W a distance of 10.00 feet to a point;

N 00°00'00" W a distance of 165.15 feet to a point;

thence leaving said east right of way line N 89°55'30" E a distance of 1292.16 feet to a point on the east line of the SW 1/4 NW 1/4 of said Section 16; thence N 00°05'30" W along the east line of said SW 1/4 NW 1/4 a distance of 329.80 feet to the NW 1/16 corner of said Section 16; thence S 89°55'30" W along the north line of said SW 1/4 NW 1/4 ( said north line also being the south line of Fruitwood Subdivisions, Filings 5,3 & 8 ) a distance of 1091.63 feet to a point; thence leaving said north line S 00°00'00" E a distance of 190.90 feet to a point; thence S 89°55'30" W a distance of 230.00 feet to a point on the west line of the SW 1/4 NW 1/4 of said Section 16; thence N 00°00'00" W along said west line a distance of 187.92 feet to the point of beginning, containing 9.65 acres, more or less.

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

**INTRODUCED** on first reading on May 2, 2001.

**ADOPTED** and ordered published June 6, 2001.

Attest:

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President of the Council

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City Clerk



**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO. -00**

**A RESOLUTION ACCEPTING PETITION FOR ANNEXATION, MAKING CERTAIN FINDINGS, DETERMINING THAT PROPERTY KNOWN AS**

**GRAND MEADOWS ANNEXATION**

**IS ELIGIBLE FOR ANNEXATION**

**LOCATED AT 30 ROAD and GUNNISON AVENUE,  
AND INCLUDING A PORTION OF 30 ROAD RIGHT-OF-WAY**

**WHEREAS**, on the May 2, 2001, a petition was submitted 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:

**GRAND MEADOWS ANNEXATION**

A parcel of land situate in the SE 1/4 NE 1/4 of Section 17 and in the SW 1/4 NW 1/4 of Section 16, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at the N 1/16 corner on the east line of Section 17; thence S 00°00'00" E along the east line of the SE 1/4 NE 1/4 of said Section 17 a distance of 3.00 feet to the True Point of Beginning of the parcel contained herein; thence N 89°58'19" W along a line 3.00 feet south of and parallel with the north line of the SE 1/4 NE 1/4 of said Section 17 a distance of 27.00 feet to a point; thence S 00°00'00" E along a line 3.00 feet east of and parallel with the west right of way line for 30 Road a distance of 806.63 feet to a point; thence S 89°58'41" E a distance of 1.00 feet to a point; thence N 00°00'00" W along a line 4.00 feet east of and parallel with the west right of way line for said 30 Road a distance of 150.00 feet to a point; thence S 89°58'41" E a distance of 26.00 feet to a point on the west line of the SW 1/4 NW 1/4 of Section 16; thence N 00°00'00" W along the west line of said SW 1/4 NW 1/4 a distance of 29.81 feet to a point; thence N 89°55'54" E a distance of 40.00 feet to a point on the east right of way line for said 30 Road; thence along the east right of way line for said 30 Road the following 3 courses:

N 00°00'00" W a distance of 134.85 feet to a point;

S 89°55'30" W a distance of 10.00 feet to a point;

N 00°00'00" W a distance of 165.15 feet to a point;

thence leaving said east right of way line N 89°55'30" E a distance of 1292.16 feet to a point on the east line of the SW 1/4 NW 1/4 of said Section 16; thence N 00°05'30" W

along the east line of said SW 1/4 NW 1/4 a distance of 329.80 feet to the NW 1/16 corner

of said Section 16; thence S 89°55'30" W along the north line of said SW 1/4 NW 1/4 ( said north line also being the south line of Fruitwood Subdivisions, Filings 5,3 & 8 ) a distance of 1091.63 feet to a point; thence leaving said north line S 00°00'00" E a distance of 190.90 feet to a point; thence S 89°55'30" W a distance of 230.00 feet to a point on the west line of the SW 1/4 NW 1/4 of said Section 16; thence N 00°00'00" W along said west line a distance of 187.92 feet to the point of beginning, containing 9.65 acres, more or less.

**WHEREAS**, a hearing on the petition was duly held after proper notice on June 6, 2001; and

**WHEREAS**, the Council has found and determined and does hereby find and determine that said petition is in substantial compliance with statutory requirements therefor; 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 THAT:**

The said territory is eligible for annexation to the City of Grand Junction, Colorado, and should be so annexed by Ordinance.

**ADOPTED** this day, June 6, 2001.

Attest:

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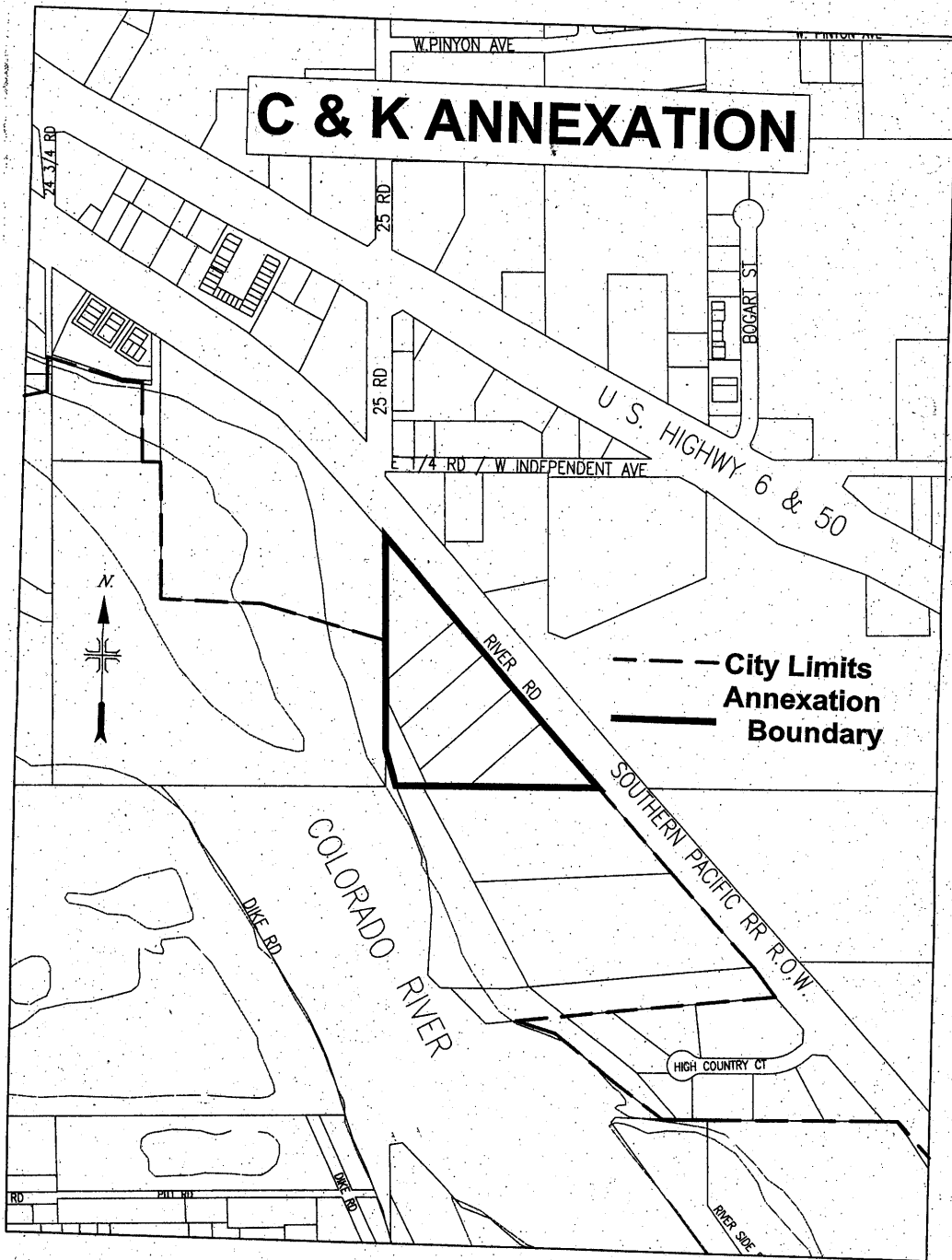
President of the Council

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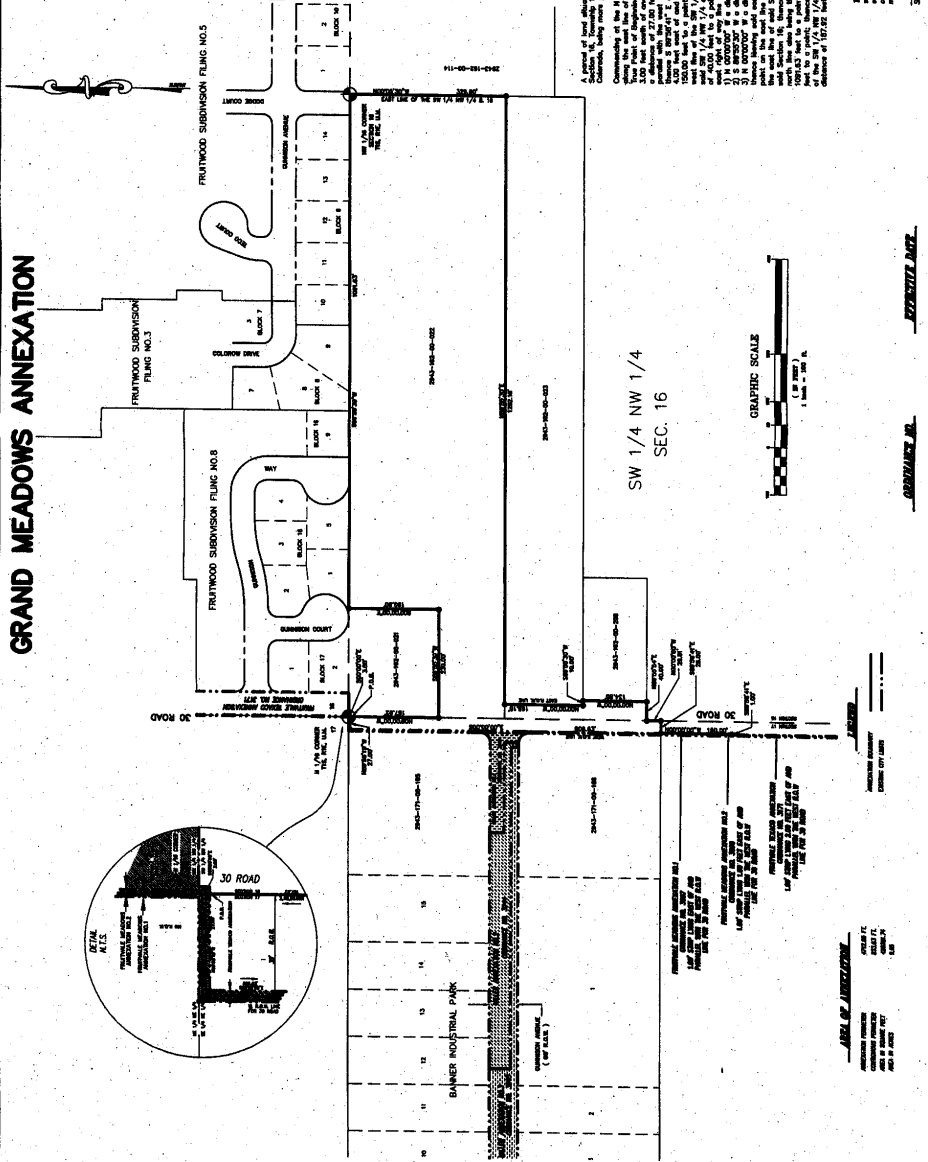
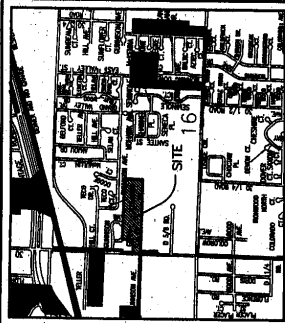
City Clerk



# C & K ANNEXATION



# GRAND MEADOWS ANNEXATION



**LEGAL DESCRIPTION**

A portion of land situated in the SW 1/4 NW 1/4 of Section 17, Township 17N, Range 10E, County of Adams, State of Colorado, to, to-wit: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 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794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

DRAWN BY: JSP    DATE: 8-28-2003    SCALE: 1" = 100'  
 DESIGNED BY:    DATE:    CHECKED BY:    DATE:    APPROVED BY:    DATE:

DEPARTMENT OF PUBLIC WORKS AND UTILITIES  
 ENGINEERING AND TECHNICAL SERVICES DIVISIONS  
 CITY OF GRAND JUNCTION, COLORADO

GRAND MEADOWS ANNEXATION  
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**CITY COUNCIL AGENDA  
CITY OF GRAND JUNCTION**

<b>CITY COUNCIL</b>			
<b>Subject:</b>	C&K Annexation		
<b>Meeting Date:</b>	June 6, 2001		
<b>Date Prepared:</b>	May 21, 2001		
<b>Author:</b>	Lisa Gerstenberger	Senior Planner	
<b>Presenter Name:</b>	Lisa Gerstenberger	Senior Planner	
	<b>Workshop</b>	<b>X</b>	<b>Formal Agenda</b>

**Subject:** C&K Annexation, ANX-2001-092.

**Summary:** Resolution for Acceptance of Petition to Annex/Second reading of the annexation ordinance for the C&K Annexation located at 2521 River Road.

**Background Information:** See Attached

**Budget:** N/A

**Action Requested/Recommendation:** Recommend City Council approve the Resolution for the Acceptance of Petition to Annex, Second reading of the Annexation Ordinance for the C&K Annexation.

<b>Citizen Presentation:</b>		<b>No</b>	<b>X</b>	<b>Yes</b>	<b>If Yes,</b>
<b>Name:</b>	Jana Gerow				
<b>Purpose:</b>	Project Representative				

<b>Report results back to Council:</b>	<b>X</b>	<b>No</b>		<b>Yes</b>	<b>When:</b>	
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<b>Placement on Agenda:</b>		<b>Consent</b>	<b>x</b>	<b>Indiv. Consideration</b>		<b>Workshop</b>
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**CITY OF GRAND JUNCTION**

**DATE:** May 21, 2001

**CITY COUNCIL**

**STAFF PRESENTATION:** Lisa Gerstenberger

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**AGENDA TOPIC:** ANX-2001-092, C&K Annexation.

**SUMMARY:** Resolution for Acceptance of Petition to Annex/Second reading of the Annexation Ordinance for the C&K Annexation located at 2521 River Road.

<b>BACKGROUND INFORMATION</b>					
<b>Location:</b>		<b>2521 River Road</b>			
<b>Applicants:</b>		<b>Howard and Ken Nesbitt</b>			
<b>Existing Land Use:</b>		<b>Vacant</b>			
<b>Proposed Land Use:</b>		<b>Light Industrial</b>			
<b>Surrounding Land Use:</b>	<b>North</b>	<b>Vacant</b>			
	<b>South</b>	<b>Vacant</b>			
	<b>East</b>	<b>Vacant</b>			
	<b>West</b>	<b>Vacant</b>			
<b>Existing Zoning:</b>		<b>County Industrial-2</b>			
<b>Proposed Zoning:</b>		<b>City I-1, Light Industrial and CSR</b>			
<b>Surrounding Zoning:</b>	<b>North</b>	<b>City C-2</b>			
	<b>South</b>	<b>No zoning-Colorado River</b>			
	<b>East</b>	<b>County Industrial-1</b>			
	<b>West</b>	<b>City CSR</b>			
<b>Growth Plan Designation:</b>		<b>Commercial/Industrial</b>			
<b>Zoning within density range?</b>		<b>x</b>	<b>Yes</b>		<b>No</b>

**Staff Analysis:**

**ANNEXATION:**

The owners of the property have signed a petition for annexation, pursuant to the 1998 Persigo Agreement with Mesa County.

It is staff's professional opinion, 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 C&K 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 owners consent.

<b>C&amp;K ANNEXATION SUMMARY</b>		
<b>File Number:</b>	<b>ANX-2001-092</b>	
<b>Location:</b>	<b>2521 River Road</b>	
<b>Tax ID Number:</b>	<b>2945-103-00-156; 2945-103-28-004,005,006 and 007; 2945-103-28-945</b>	
<b>Parcels:</b>	<b>6 parcels</b>	
<b>Estimated Population:</b>	<b>0</b>	
<b># of Parcels (owner occupied):</b>	<b>N/A</b>	
<b># of Dwelling Units:</b>	<b>0</b>	
<b>Acres land annexed:</b>	<b>9.935 acres</b>	
<b>Developable Acres Remaining:</b>	<b>9.935 acres</b>	
<b>Right-of-way in Annexation:</b>	<b>N/A</b>	
<b>Previous County Zoning:</b>	<b>County Industrial-2</b>	
<b>Proposed City Zoning:</b>	<b>City I-1, Light Industrial; CSR</b>	
<b>Current Land Use:</b>	<b>Vacant</b>	
<b>Future Land Use:</b>	<b>Light Industrial</b>	
<b>Values:</b>	<b>Assessed:</b>	<b>= \$66,850</b>
	<b>Actual:</b>	<b>= \$230,500</b>
<b>Census Tract:</b>	<b>9</b>	

<b>Address Ranges:</b>		<b>2521 River Road</b>
<b>Special Districts:</b>	<b>Water:</b>	<b>Ute Water</b>
	<b>Sewer:</b>	<b>City</b>
	<b>Fire:</b>	<b>Grand Junction Rural Fire</b>
	<b>Drainage:</b>	<b>GJ Drainage District</b>
	<b>School:</b>	<b>District 51</b>
	<b>Pest:</b>	<b>N/A</b>

The following annexation and zoning schedule is being proposed.

<b>ANNEXATION SCHEDULE</b>	
<b>5-2-2001</b>	Referral of Petition (30 Day Notice), First reading, Exercising Land Use
<b>5-15-2001</b>	Planning Commission considers Zone of Annexation
<b>5-16-2001</b>	First reading on Zoning by City Council
<b>6-6-2001</b>	Acceptance of Petition and Public hearing on Annexation and Zoning by City Council
<b>7-8-2001</b>	Effective date of Annexation and Zoning

**Action Requested/Recommendation:** It is recommended that City Council approve the C&K Annexation.

**Attachments:**

- Resolution of Acceptance of Petition
- Annexation Ordinance
- Annexation Map 1

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**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

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

**C&K ANNEXATION**

**APPROXIMATELY 9.935 ACRES LOCATED AT  
2521 RIVER ROAD**

**WHEREAS**, on the May 2, 2001, 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 June 6, 2001; 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:

**C & K ANNEXATION**

That certain tract of land situate in the S.W. 1/4 of Section 10, Township One South, Range One West of the Ute Meridian, Mesa County, Colorado, the perimeter of which is more particularly described as follows:

Beginning at the southeast corner of Redco Industrial Park, as recorded in Plat Book 13 at Page 16 of the Mesa County real property records, from whence the South 1/4 Corner of said Section 10 bears S89°46'10"E a distance of 1754.48 feet; thence N89°46'10"W a distance of 830.75 feet to the southwest corner of Redco Industrial Park; thence N15°20'01"W a distance of 152.16 feet to the west line of said Section 10; thence N00°02'41"W, on said west line, a distance of 272.54 feet to the northwest corner of Redco Industrial Park; thence, continuing on the west line of said Section 10, N00°02'41"W a distance of 578.45 feet to the southerly right-of-way line of River Road; thence S41°18'34"E, on said southerly right-of-way line, a distance of 437.42 feet to the

northeast corner of Redco Industrial Park; thence S41°55'00"E a distance of 889.96 feet to the beginning, containing 9.935 acres more or less.

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

**INTRODUCED** on first reading on May 2, 2001.

**ADOPTED** and ordered published June 6, 2001.

Attest:

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

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

**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO. -00**

**A RESOLUTION ACCEPTING PETITIONS FOR ANNEXATION, MAKING CERTAIN FINDINGS, DETERMINING THAT PROPERTY KNOWN AS**

**C&K ANNEXATION**

**IS ELIGIBLE FOR ANNEXATION**

**LOCATED AT 2521 RIVER ROAD**

**WHEREAS**, on the May 2, 2001, a petition was submitted 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:

**C & K ANNEXATION**

That certain tract of land situate in the S.W.1/4 of Section 10, Township One South, Range One West of the Ute Meridian, Mesa County, Colorado, the perimeter of which is more particularly described as follows:

Beginning at the southeast corner of Redco Industrial Park, as recorded in Plat Book 13 at Page 16 of the Mesa County real property records, from whence the South 1/4 Corner of said Section 10 bears S89°46'10"E a distance of 1754.48 feet; thence N89°46'10"W a distance of 830.75 feet to the southwest corner of Redco Industrial Park; thence N15°20'01"W a distance of 152.16 feet to the west line of said Section 10; thence N00°02'41"W, on said west line, a distance of 272.54 feet to the northwest corner of Redco Industrial Park; thence, continuing on the west line of said Section 10, N00°02'41"W a distance of 578.45 feet to the southerly right-of-way line of River Road; thence S41°18'34"E, on said southerly right-of-way line, a distance of 437.42 feet to the northeast corner of Redco Industrial Park; thence S41°55'00"E a distance of 889.96 feet to the beginning, containing 9.935 acres more or less.

**WHEREAS**, a hearing on the petition was duly held after proper notice on June 6, 2001; and

**WHEREAS**, the Council has found and determined and does hereby find and determine that said petition is in substantial compliance with statutory requirements therefor; 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 THAT:**

The said territory is eligible for annexation to the City of Grand Junction, Colorado, and should be so annexed by Ordinance.

**ADOPTED** this day, June 6, 2001.

Attest:

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President of the Council

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City Clerk

**CITY COUNCIL AGENDA  
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL</i>			
<b>Subject:</b>	<b>C&amp;K Annexation Zoning</b>		
<b>Meeting Date:</b>	<b>June 6, 2001</b>		
<b>Date Prepared:</b>	<b>May 21, 2001</b>		
<b>Author:</b>	<b>Lisa Gerstenberger</b>	<b>Senior Planner</b>	
<b>Presenter Name:</b>	<b>Lisa Gerstenberger</b>	<b>Senior Planner</b>	
<b>Workshop</b>		<b>X</b>	<b>Formal Agenda</b>

**Subject:** Second reading of the Zoning Ordinance for the C&K Annexation, ANX-2001-092

**Summary:** Second reading of the Zoning ordinance to zone the C&K Annexation Light Industrial, I-1, and Community Services and Recreation, CSR, located at 2521 River Road.

**Background Information:** See Attached

**Budget:** N/A

**Action Requested/Recommendation:** It is recommended that City Council approve Second reading of the Zoning ordinance.

<b>Citizen Presentation:</b>	<b>X</b>	<b>No</b>		<b>Yes</b>	<b>If Yes,</b>
<b>Name:</b>					
<b>Purpose:</b>					

<b>Report results back to Council:</b>	<b>X</b>	<b>No</b>		<b>Yes</b>	<b>When:</b>	
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<b>Placement on Agenda:</b>		<b>Consent</b>	<b>X</b>	<b>Indiv. Consideration</b>		<b>Workshop</b>
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**CITY OF GRAND JUNCTION**

**DATE:** May 21, 2001

**CITY COUNCIL**

**STAFF PRESENTATION:** Lisa Gerstenberger

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**AGENDA TOPIC:** Second reading of the Zoning ordinance for the C&K Annexation, ANX-2001-092.

**SUMMARY:** Second reading of the Zoning ordinance to zone the C&K Annexation Light Industrial, I-1, and Community Service and Recreation, CSR, located at 2521 River Road.

<b>BACKGROUND INFORMATION</b>					
<b>Location:</b>		<b>2521 River Road</b>			
<b>Applicants:</b>		<b>Howard and Ken Nesbitt</b>			
<b>Existing Land Use:</b>		<b>Vacant</b>			
<b>Proposed Land Use:</b>		<b>Light Industrial</b>			
<b>Surrounding Land Use:</b>	<b>North</b>	<b>Vacant</b>			
	<b>South</b>	<b>Vacant</b>			
	<b>East</b>	<b>Vacant</b>			
	<b>West</b>	<b>Vacant</b>			
<b>Existing Zoning:</b>		<b>County Industrial-2</b>			
<b>Proposed Zoning:</b>		<b>Light Industrial, I-1; Community Svcs. &amp; Rec.</b>			
<b>Surrounding Zoning:</b>	<b>North</b>	<b>City C-2</b>			
	<b>South</b>	<b>Colorado River</b>			
	<b>East</b>	<b>County Industrial-2</b>			
	<b>West</b>	<b>City CSR</b>			
<b>Growth Plan Designation:</b>		<b>Commercial/Industrial</b>			
<b>Zoning within density range?</b>		<b>x</b>	<b>Yes</b>		<b>No</b>

**Action Requested/Recommendation:** It is recommended that City Council approve Second reading of the Zoning ordinance.

**Staff Analysis:**

**ZONE OF ANNEXATION:**

The proposed zoning for the C&K Annexation is Light Industrial, I-1 and Community Services and Recreation, CSR zone districts. The intended use of the site is light



industrial and manufacturing, which is in keeping with the goals of the Growth Plan and I-1 zone district. The parcel to be zoned CSR is currently being utilized as a City recreational trail. Section 2.14(F), Zoning of Annexed Properties, of the Zoning and Development Code, states that land annexed into the City shall be zoned in accordance with Section 2.6 to a district that is consistent with the adopted Growth Plan or consistent with existing County zoning.

#### **REZONING CRITERIA:**

The annexed property or rezone must be evaluated using the criteria noted in Section 2.6(A) of the Zoning and Development Code. The criteria are as follows:

- 1. The existing zoning was in error at the time of adoption.** This property is being annexed into the City and has not been previously considered for zoning, therefore, there has not been an error in zoning.
- 2. There has been a change of character in the neighborhood due to installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.** The property is located in an area with existing light industrial development. The request for Light Industrial, I-1 zoning is in keeping with the Growth Plan and Section 2.14 of the Zoning and Development Code. The property to be zoned Community Services and Recreation, CSR is currently being utilized as a City recreational trail.
- 3. The proposed rezone is compatible with the neighborhood and will not create adverse impacts such as: capacity or safety of the street network, parking problems, storm water or drainage problems, water, air or noise pollution, excessive nighttime lighting, or other nuisances.** Adverse impacts to the neighborhood will not be created with the Light Industrial, L-I zone district. All development standards of the Zoning and Development Code will be adhered to during the development review process to ensure that there are no adverse impacts.
- 4. The proposal conforms with and furthers the goals and policies of the Growth Plan, other adopted plans, and the policies, the requirements of the Code and other City regulations and guidelines.** The proposal is in conformance with the Growth Plan, and the policies and requirements of the Code and other City regulations and guidelines.
- 5. Adequate public facilities and services are available or will be made available concurrent with the projected impacts of the proposed development.** Adequate public facilities and services are available at this time or will be installed with development of the site.
- 6. There is not an adequate supply of land available in the neighborhood and surrounding area to accommodate the zoning and community needs.**

An adequate supply of land is available in the community, however, this area is designated as Commercial/Industrial on the Future Land Use Map of the Growth Plan. In accordance with Section 2.14 of the Zoning and Development Code, the Light Industrial zone district is appropriate for this property. The property to be zoned Community Services and Recreation, CSR is currently being utilized as a City recreational trail.

**7. The community or neighborhood will benefit from the proposed zone.**  
The surrounding neighborhood and community would benefit from the proposed zoning by providing a development which meets the goals and policies of the Growth Plan.

#### **STAFF RECOMMENDATION**

Staff recommends approval of the Light Industrial, I-1 and Community Services and Recreation, CSR zone districts with the finding that the I-1 and CSR zone districts are consistent with the goals and policies of the Growth Plan and meet the criteria found in Section 2.6(a) of the Zoning and Development Code.

#### **PLANNING COMMISSION RECOMMENDATION**

Approval of the Light Industrial, I-1 and Community Services and Recreation, CSR zone districts, as noted in the attached zoning ordinance, for the following reasons:

- I-1 and CSR zone districts meet the recommended land use categories as shown through the Growth Plan, as well as the Growth Plan's goals and policies.
- I-1 and CSR zone districts meet the criteria found in Section 2.6(A) of the Zoning and Development Code.

#### **Attachments:**

- **Zoning Ordinance**
- Annexation Map

H:Projects2001/ANX-2001-092/CityZord2

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO. \_\_\_\_**

**ORDINANCE ZONING THE C&K ANNEXATION TO LIGHT INDUSTRIAL, I-1 ZONE DISTRICT, AND CSR ZONE DISTRICT, LOCATED AT 2521 RIVER ROAD**

Recitals.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of applying a Light Industrial, I-1 and Community Service and Recreation, CSR zone districts to this annexation for the following reasons:

- The zone districts meet the recommended land use category as shown on the future land use map of the Growth Plan and the Growth Plan's goals and policies and/or are generally compatible with appropriate lands uses located in the surrounding area.
- The zone districts meet the criteria found in Section 2.6(A) of the Zoning and Development Code.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the Light Industrial, I-1, and Community Service and Recreation, CSR zone districts be established.

The Planning Commission and City Council find that the Light Industrial, I-1, and Community Service and Recreation, CSR zoning is in conformance with the stated criteria of Section 2.6(A) of the Grand Junction Zoning and Development Code.

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

**The following property shall be zoned Light Industrial, I-1 zone district:**

2945-103-11-156

BEG 294.66FT S OF NW COR SW4SW4 SEC 10 1S 1W S 40DEG47' E ALG S LI CO D439.26FT S 49DEG13' W TO W LI SEC 10 N TO BEG EXC PT THAT MAY LIE W OF A LIDESC IN B-2040 P-525 MESA CO RECDS

2945-103-28-004

LOT 4 REDCO INDUSTRIAL PARK SEC 10 1S 1W

2945-103-28-005

LOT 1 REDCO INDUSTRIAL PARK SEC 10 1S 1W EXC THAT PT LYG S & W OF A LI DESC INB-2040 P-524 MESA CO RECDS

2945-103-28-006

LOT 2 REDCO INDUSTRIAL PARK SEC 10 1S 1W EXC THAT PT LYG S & W OF A LI  
DESC INB-2040 P-524 MESA CO RECDS

2945-103-28-007

LOT 3 REDCO INDUSTRIAL PARK SEC 10 1S 1W EXC THAT PT LYG S & W OF A LI  
DESC INB-2040 P-524 MESA CO RECDS

**The following property shall be zoned Community Service and Recreation, CSR  
zone district:**

2945-103-28-945

THAT PT OF SW4SW4 SEC 10 1S 1W LYG S & W OF A LI DESC IN B-2040 P-524/525  
MESACO RECDS

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Introduced on first reading this 16th day of May, 2001.

PASSED and ADOPTED on second reading this \_\_\_ day of \_\_\_\_\_, 2001.

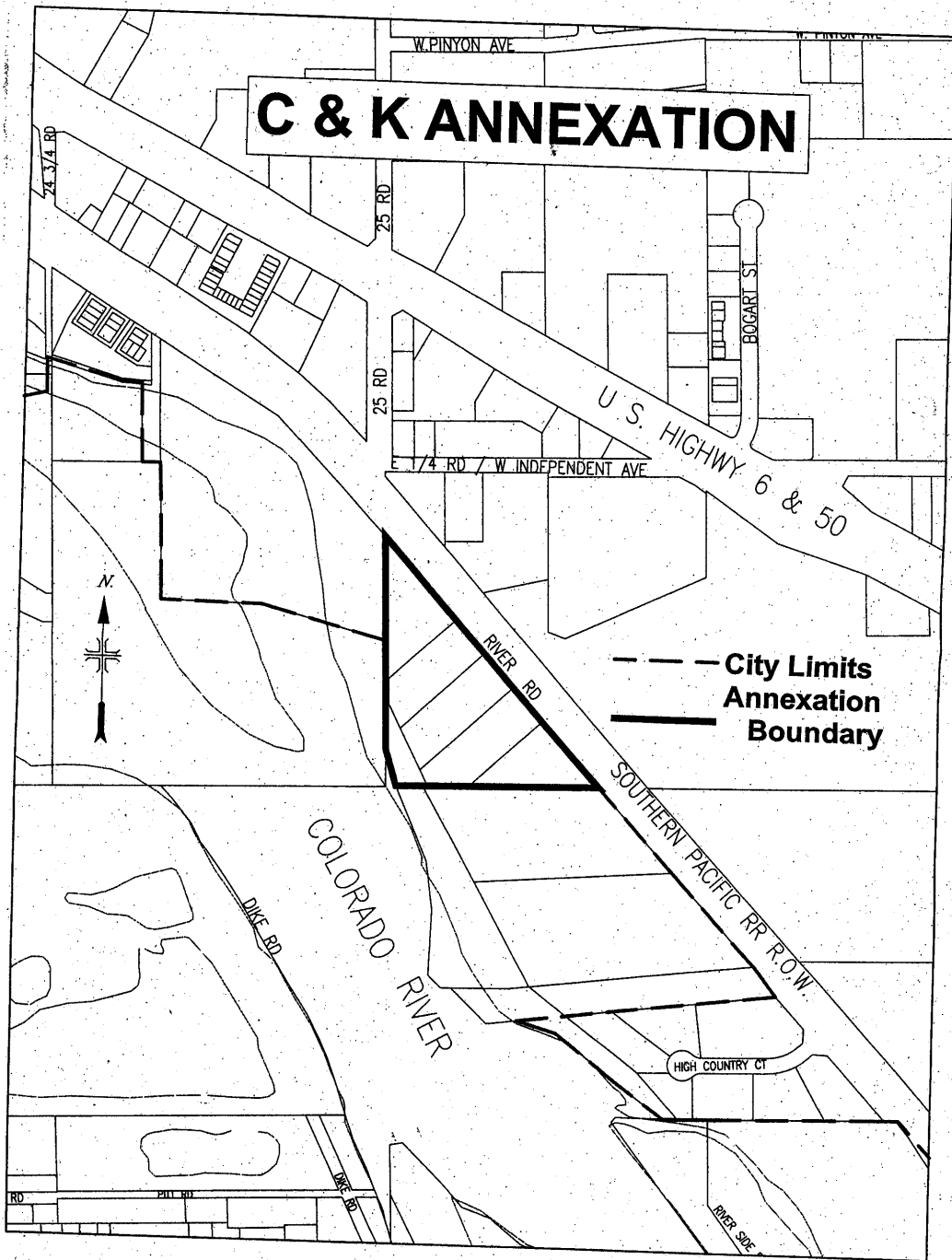
Attest:

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

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



# C & K ANNEXATION



**CITY COUNCIL AGENDA  
CITY OF GRAND JUNCTION**

<i><b>CITY COUNCIL</b></i>		
<b>Subject:</b>	<b>Resolution Authorizing Lease-Purchase for Fire Equipment</b>	
<b>Meeting Date:</b>	<b>June 6, 2001</b>	
<b>Date Prepared:</b>	<b>May 30, 2001</b>	
<b>Author:</b>	<b>Ron Lappi</b>	<b>Title: Admin. Srvs. Director</b>
<b>Presenter Name:</b>	<b>Ron Lappi Dan Wilson</b>	<b>Title: Admin. Srvs. Director Title: City Attorney</b>
	<b>Workshop</b>	<b>x</b>
		<b>Formal Agenda</b>

**Subject:** A Resolution of the City Council Authorizing the Mayor or the City Manager to sign lease purchase documents so that Wells Fargo Bank will lease-purchase the fire equipment with the payments guaranteed by the EMS Foundation.

**Summary:** This lease-purchase arrangement allows the EMS Foundation to address various technical requirements of the Internal Revenue Code by Wells Fargo Bank leasing to the City of Grand Junction twelve necessary pieces of fire equipment, including several vital fire engines. While the City and Wells Fargo will enter into the lease-purchase agreement, the EMS Foundation is obligated to make the annual payments, and to guarantee all payments to the Bank, so that the City is not obligated. The City desires to assist the Foundation so that it can take advantage of certain provisions of the Internal Revenue Code and deduct the value of the already donated fire equipment over a period of years. The equipment in question has already been put to use by the Fire Department and is worth about \$2.2 million. While the documents provide that the City will make each of the three annual payments, the money to do so will be given to the City by the EMS Foundation. As a backup, the EMS Foundation has made guarantees with the Bank to ensure that the payments will be timely made.

**Background Information:** Over the past two years the Colorado EMS Foundation has graciously donated twelve pieces of various fire fighting apparatus needed by the City of Grand Junction Fire Department. As the new equipment was placed into service, the older equipment was replaced, because it was no longer needed. Originally, the EMS Foundation determined that it was in their best interest to finance this equipment over a period of years, hoping to then be able to annually deduct as part of their required annual contributions the installment payments. However, the federal tax code required them to deduct the full value of each piece of equipment in the year donated; which has

negative accounting consequences, thus lessening the ability of the Foundation to carry out its eleemosynary work. As the Foundation's president, Rob Dixon asked that the City assist the Foundation in spreading out the payments over the three year period.

**Budget:** All monies appropriated to make the annual installment payments should be on hand or in the hands of Wells Fargo prior to the payment due date and our appropriation of \$1 million. Only if the Foundation goes bankrupt or in some other manner violates the guaranty to Wells Fargo and there is no available money (pursuant to the guarantee) with which to make the payments, would the question arise of City resources having to be used. In such event, the City could either choose to let the said equipment be repossessed or the City could make the annual payment. The nature of the guarantee and the liquidity of the assets of the EMS Foundation, as determined by the Bank, are such that the odds of City resources being needed are very low.

**Action Requested/Recommendation:** Approve the Resolution authorizing the two agreements.

<b>Citizen Presentation:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Yes</b>	<b>If Yes,</b>
<b>Name:</b>							
<b>Purpose:</b>							

<b>Report results back to Council:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Yes</b>	<b>When:</b>	
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<b>Placement on Agenda:</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<b>Consent</b>		<b>Indiv. Consideration</b>			<b>Workshop</b>



RESOLUTION NO. \_\_\_\_-01

**A RESOLUTION AUTHORIZING EITHER THE MAYOR OR THE CITY MANAGER TO EXECUTE A LEASE-PURCHASE AGREEMENT AND RELATED DOCUMENTS FOR FIRE ENGINES AND OTHER EQUIPMENT**

**Recitals.** Over the past two years, the EMS Foundation has generously donated twelve pieces of fire fighting equipment to the City. To accommodate technicalities of the Internal Revenue Code, the City can assist the EMS Foundation while assuring the retention and use of these important pieces of equipment. The method to accomplish these goals is a lease/purchase agreement with Wells Fargo Bank that requires that the EMS Foundation remain obligated for, and agrees to guarantee, any future payments related to this equipment.

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

1. Either the Mayor or the City Manager is hereby authorized and directed to sign a lease-purchase agreement with the Wells Fargo Bank for the lease-purchase of necessary fire fighting equipment worth approximately \$2.2 million. All money to be paid and guaranteed under this agreement shall be made by the EMS Foundation, pursuant to a separate agreement between the EMS Foundation and said Wells Fargo Bank.
2. Either the Mayor or the City Manager is also authorized and directed to sign a separate agreement between the City of Grand Junction and the EMS Foundation.
3. Either the Mayor or the City Manager is authorized and directed to execute such other documents and to take such other actions as are reasonably required to implement the purpose of said agreements and to retain the fire fighting equipment in the service of the City's Fire Department.

Adopted by the City Council this 6<sup>th</sup> day of June, 2001.

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

ATTEST:

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