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**CITY COUNCIL AGENDA
WEDNESDAY, MARCH 2, 2016
250 NORTH 5TH STREET
6:15 P.M. – ADMINISTRATION CONFERENCE ROOM
7:00 P.M. – REGULAR MEETING – CITY HALL AUDITORIUM**

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

Call to Order
(7:00 P.M.)

Pledge of Allegiance
Moment of Silence

Proclamation

Proclaiming March, 2016 as “Developmental Disabilities Awareness Month” in the City of Grand Junction [Attachment](#)

Certificate of Appointment

To the Forestry Board

Citizen Comments

[Supplemental Documents](#)

Council Comments

Revised March 3, 2016

*** Indicates Changed Item*

**** Indicates New Item*

® Requires Roll Call Vote

REVISED

***** CONSENT CALENDAR *****

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

Action: Approve the Minutes of the February 17, 2016 Regular Meeting and the February 19, 2016 Special Meeting

2. **Construction Contract for the 2016 Waterline Replacement Project** [Attach 2](#)

This project will replace an aging 24 inch diameter steel line in 28 Road and Orchard Avenue as part of the waterline replacement program.

Action: Authorize the Purchasing Division to Execute a Construction Contract with M.A. Concrete Construction, Inc. for the Construction of the 2016 Waterline Replacement Project in the Amount of \$357,722

Staff presentation: Greg Lanning, Public Works Director
Jay Valentine, Internal Services Manager

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

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

3. **North Avenue Catalyst Grant Application for 1660 North Avenue** [Attach 3](#)

Dr. Mark Asmus, applicant for the Veterinary Emergency Clinic, has submitted an application for consideration for \$7,660 of the North Avenue Catalyst Grant Program. This is the eighth application for this program to come before the City Council.

Action: Consider Approval of a North Avenue Catalyst Grant Application for 1660 North Avenue

Staff presentation: Lori V. Bowers, Senior Planner

*** 4. **Extending an Offer of Employment to Greg Caton for the City Manager Position** [Attach 4](#)

The City Council has gone through a rigorous recruitment process to hire a new City Manager. As a result of that process which included community members, employees, and former City Managers, the City Council will decide by this action whether to extend a conditional offer of employment to Greg Caton.

Resolution No. 07-16 – A Resolution Authorizing the Human Resources Director and Waters & Company to Make a Conditional Offer of Employment to Greg Caton

®Action: *Adopt Resolution No. 07-16*

Staff presentation: Claudia Hazelhurst, Human Resources Director
John Shaver, City Attorney

** 5. **Contract for the North Avenue Complete Streets Project (12th Street to 23rd Street) RE-BID** [Attach 5](#)

This request is to award a construction contract for the start of the revitalization of a commercial corridor in the heart of Grand Junction. This first phase work will take place on North Avenue from 12th Street to 23rd Street.

Action: *Authorize the City Purchasing Division to Enter into a Contract with Sorter Construction, Inc. of Grand Junction, CO for the North Avenue Complete Streets Project (12th Street to 23rd Street) in the Amount of \$1,751,913.36 and Authorize the Use of \$120,522.00 from the Economic Development Contingency Account, Such Award being Subject to Approval by the Colorado Department of Transportation*

Staff presentation: Greg Lanning, Public Works Director
Jay Valentine, Internal Services Manager

6. **Non-Scheduled Citizens & Visitors**

7. **Other Business**

8. **Adjournment**



Grand Junction

State of Colorado

PROCLAMATION

WHEREAS, individuals with development disabilities, their families, friends, neighbors, and co-workers encourage everyone to focus on the abilities of all people; and

WHEREAS, the most effective way to increase this awareness is through everyone's active participation in community activities and the openness to learn and acknowledge each individual's contribution; and

WHEREAS, policies must be developed, attitudes shaped, and opportunities offered for citizens with developmental disabilities to live as independently and productively as possible in our community; and

WHEREAS, we encourage all citizens to support opportunities for people with disabilities that include full access to education, housing, employment, and recreational activities.

NOW, THEREFORE, I, Phyllis Norris, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim March, 2016 as

“Developmental Disabilities Awareness Month”

in the City of Grand Junction and offer full support to efforts that assist people with developmental disabilities to make choices that enable them to live successful lives and realize their potential; furthermore, we urge all citizens to take time to get to know someone with a disability and ask ‘What’s Your Story?’ Every person’s story holds a promise to educate and inspire others.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 2nd day of March, 2016.

Mayor



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

February 17, 2016

The City Council of the City of Grand Junction convened into regular session on the 17th day of February, 2016 at 7:08 p.m. Those present were Councilmembers Bennett Boeschstein, Martin Chazen, Chris Kennedy, Duncan McArthur, Barbara Traylor Smith, Rick Taggart, and Council President Phyllis Norris. Also present were Interim City Manager Tim Moore, City Attorney John Shaver, and City Clerk Stephanie Tuin.

Council President Norris called the meeting to order. Councilmember Traylor Smith led the Pledge of Allegiance which was followed by an invocation by Minister John Cooper, Church of Christ Grand Junction.

Council President Norris spoke about Sheriff Deputy Derek Geer's sacrifice to the community and the community's overwhelming response and support; a moment of silence in honor of Deputy Geer followed.

Certificates of Appointment

To the Forestry Board

Councilmember Kennedy presented certificates to Chuck Thompson who was present to receive his certificate of reappointment and Susan Carter who was present to receive her certificate of appointment, both to the Forestry Board. Ms. Carter said it is a great match with her job at the local office of the Colorado State University Extension. Mr. Thompson expressed his appreciation.

Citizen Comments

Richard Swingle, 443 Mediterranean Way, addressed the City Council regarding the Broadband Master Plan. He described the Broadband Master Plan Community Meetings that were held February 3rd and 4th. He attended three of the nine meetings. He noted the exorbitant costs paid for broadband in the community. Another complaint was the reliability of the services. The second biggest concern is the speed and lack thereof. It is faster to drive to Montrose and to use their broadband than to try to upload files in the valley. He provided a number of examples of companies that are having difficulty because they use cloud based services. He urged an improvement for this community.

Council Comments

Councilmember McArthur said he went to Denver and was there for the celebration of the Broncos Super Bowl victory. He attended a committee meeting on local

government where he saw Grand Junction Fire Department Chief Ken Watkins testify regarding development impact fees. He described other meetings and conversations he had while in Denver. He went to the Orchard Mesa Pool Board meeting that morning and the Board was glad a bill for the glass replacement came in lower than expected. A suggestion was made to move the Senior Center to the school, if the middle school moves, to help increase that facility's use.

Councilmember Boeschstein said he went to the Saving Places Conference in Denver and the new potential owners of the train depot were there. He then listed the other meetings and events he attended.

Councilmember Chazen said he went to the Municipalities Dinner on February 4th and the Cameo Sport Shooting Complex was discussed. He listed other meetings he went to including the Western Colorado Latino Chamber of Commerce and stated what impressed him about the organization. At the Downtown Development Authority meeting they saw a preview of the Broadband Master Plan and he was encouraged. He said there is a bill in the State Senate regarding an effort to tie up Severance Tax and Federal Mineral Lease monies. He went to the service for Deputy Geer. At the Associated Governments of Northwest Colorado meeting that morning, Mesa County Commissioner Scott McInnis talked about conservation easements and the perpetuity of those easements. Councilmember Chazen said he would like the rest of Council to hear that presentation.

Councilmember Kennedy said he went to the 2nd day of the Broadband Master Plan meetings and expressed his appreciation to those in the community that participated. He went to the Colorado Democrats Annual Dinner and noted there is keen interest in the state legislature regarding the Jump Start Program and broadband services in this area. He and Council President Norris toured Bonsai Designs that morning, a small entrepreneurial business housed in Union Station.

Councilmember Traylor Smith attended a Launch WestCo meeting where she saw a presentation from Go Code Colorado which will be holding a Go Code CO 2016 Challenge Weekend at the Business Incubator in April. She noted construction has restarted on Horizon Drive and urged folks to be patient with visitors that might be confused with the different lanes.

Councilmember Taggart said he spent time attending Grand Junction Regional Airport Authority meetings and that two former key employees are back on the Airport Staff now. They are moving forward to identify future markets in which to expand service. He went to the winter Club 20 meetings.

Council President Norris said there was a reception for the new Colorado Tourism Office Director Cathy Ritter and with her introduction to Grand Junction there is hope there may be more support from the State.

Councilmember Boeschstein left the meeting and did not return.

Consent Calendar

Councilmember McArthur read the Consent Calendar items #1 through #4 and advised that item #5 is being moved to Items for Individual Consideration. He then moved to adopt the Consent Calendar. Councilmember Chazen seconded the motion. Motion carried by roll call vote.

1. **Minutes of Previous Meetings**

Action: Approve the Minutes of the February 2, 2016 Special Meeting and the February 3, 2016 Regular Meeting

2. **Purchase Thirteen All-Wheel Drive (AWD) Utility Police Special Services Vehicles**

This purchase of thirteen AWD utility vehicles will replace thirteen police patrol vehicles that are at the end of their useful life. As part of the Fleet Replacement Program, these new units will be used as patrol vehicles in the Police Department.

Action: Approve the Purchase of Thirteen AWD Utility Police Special Services Vehicles from Western Slope Auto in Grand Junction, CO in the Amount of \$525,902

3. **Purchase Three All-Wheel Drive (AWD) Vehicles for Police**

This purchase of three AWD Equinox utility vehicles will replace three unmarked police department vehicles. As part of the Fleet Replacement Program, these new units will be used as unmarked vehicles for Services and Investigations in the Police Department.

Action: Approve the Purchase of Three AWD Equinox Vehicles from the State of Colorado Price Agreement in the Amount of \$63,140

4. **Purchase of Traffic Striping Paint for 2016**

The City's Transportation Engineering Division is responsible for striping 600+ miles of City streets and State highways in 2016 applying 10,000 gallons of white and yellow paint. Utilizing the CDOT contract prices saves the City \$13,346 over the Multiple Assembly of Procurement Officials (MAPO) contract prices.

Action: Authorize the City Purchasing Division to Enter into a Purchase Order with Ennis Paint, Dallas, TX for the 2016 Traffic Striping Paint in the Amount of \$83,494

5. **Professional Services Contract for Engineering Design of the Water Treatment Plant Filter Upgrade Project** – moved to Individual Consideration

ITEMS FOR INDIVIDUAL CONSIDERATION

Professional Services Contract for Engineering Design of the Water Treatment Plant Filter Upgrade Project

This is a request to award a professional design services contract for the design of a Water Filtration System for the City of Grand Junction Water Treatment Plant.

Greg Lanning, Public Works Director, and Jay Valentine, Internal Services Manager, presented this item. Mr. Lanning described the purpose of the design services contract.

Councilmember Taggart inquired about this type of bid and asked that it be explained. Mr. Lanning said it is a qualification based solicitation. The selection is based on a certain set of needs for the client. The contractor has specific experience for these types of design services. The evaluation committee reviews the qualifications and once a contractor is selected then the price is accepted or negotiated.

Councilmember Kennedy asked how many contracts use this process in a calendar year. He asked that this information on the type of bid be included in Staff Reports in the future.

Mr. Valentine explained how it is decided what type of bid will be used to get the best value for the project. This was not a good project for the selection to be based on cost. This information will be included in future Staff Reports.

Councilmember Traylor Smith moved to authorize the City Purchasing Division to enter into a contract with JVA Consulting Engineers of Boulder, CO for the design of a Filter System at the City of Grand Junction Water Treatment Plant for the proposal not to exceed \$142,900. Councilmember Chazen seconded the motion. Motion carried by roll call vote.

Public Hearing – Fox Meadows Annexation #1 and #2, Zoning, and the Fox Meadows Access Plan Amendment, Located at 3175 D ½ Road

A request to annex 8.959 acres, located at 3175 D ½ Road and zone the annexation area, less D ½ Road public right-of-way, from County RSF-R (Residential Single-Family Rural) to a City R-5 (Residential 5 du/ac) zone district.

The request also includes an amendment to the 2004 Pear Park Transportation and Access Management Plan (TAMP) to revise the access point to D ½ Road from property known as Fox Meadows, located at 3175 D ½ Road.

The public hearing was opened at 7:48 p.m.

Brian Rusche, Senior Planner, presented this item. He described the site, the location, and the request. This annexation consists of two parts: Fox Meadows Annexation No. 1 consists of 0.150 acres of D ½ Road public right-of-way; and Fox Meadows Annexation No. 2 consists 8.809 acres, which is comprised of one parcel and 0.50 acres of D ½ Road public right-of-way.

The property is currently used for agriculture and is at the far eastern edge of the Persigo 201 Sewer Service Boundary. The property owner has requested annexation into the City and a zoning of R-5 (Residential 5 du/ac) to facilitate the development of a residential subdivision.

The property owner has also requested an amendment to the 2004 Pear Park Transportation and Access Management Plan (TAMP) to revise the access point to D ½ Road. Approval of this amendment will provide direct access into a future residential subdivision, while eliminating potential overlapping left turn movements on D ½ Road, ultimately creating a safer driving situation. Mr. Rusche said it is somewhat unique that this neighborhood has a specific access plan and since the adoption of the Plan a number of the contemplated subdivisions have been built. Now, the originally proposed access point would cause traffic conflicts so the property owner would like to move the access point to create a safer driving situation.

A Neighborhood Meeting was held on October 5, 2015. The Planning Commission (PC) recommended approval at their January 12, 2016 meeting. The request meets the criteria in the Grand Junction Municipal Code and the goals and policies of the Comprehensive Plan.

Councilmember McArthur asked if this annexation will create an enclave. Mr. Rusche said it does not create an enclave. Councilmember McArthur asked where exactly the access will be. Mr. Rusche said it will now be in the middle of the property.

Councilmember Taggart asked about the property next to annexation #2 and what will happen to its access. Mr. Rusche said it will retain its access until it is developed and then they will connect to the adjacent subdivision.

Councilmember Taggart asked about the notice letter not being mailed out in a timely manner as indicated by a note from a citizen. He asked Mr. Rusche to explain that. Mr. Rusche said all developments that require a hearing must have a neighborhood meeting and the City provides a list of property owners within 500 feet of the proposed development to the developer for notices to be sent to. The developer then holds a neighborhood meeting. If the developer proceeds, a courtesy notice is then sent out to the same property owners. He acknowledged there is some confusing language on the notice which will be corrected, but that the notice is not mandated. Once a public hearing is scheduled, another notice is sent out and a sign is posted on the property. All of these notices provide plenty of opportunities for public comment.

The Council took a short break at 8:05 p.m.

The meeting reconvened at 8:07 p.m.

It was announced Councilmember Boeschstein would not be returning to the meeting.

Council President Norris opened the hearing for public comment.

Karl Antunes, 3169 D ½ Road, addressed City Council and said he believes the annexation is being pushed too quickly. He spoke to neighbors and they have no problem with the development of the land, however they are not in favor of the annexation. He asked why the developer would ask for it to be annexed. He said at the original meeting they were told the property will be developed in a single phase and read the proposed schedule. He felt the deadline for comments was too quick. He circulated a petition with the neighbors and no one wanted to be annexed. He addressed the proposed streets on his property and asked how long it will be before his property is enclaved.

Council President Norris asked City Attorney Shaver to state the Persigo provisions that relate to this property. City Attorney Shaver said the agreement is only applicable when a property develops. If Mr. Antunes chooses to develop his property then he too would be subject to annexation. City Attorney Shaver asked Mr. Rusche to display a bigger map which showed the 201 Persigo Boundary and said the School was not annexed as it pre-dates the Persigo Agreement. Mr. Antunes referenced the Chatfield II Subdivision that was developed in 2004 and said it is not in the City. It was noted that it is outside the 201 Boundary.

Councilmember Chazen asked for clarification on what type of development triggers annexation. City Attorney Shaver explained "development" that triggers annexation would typically be an application submission by an owner to create a subdivision. Councilmember Chazen asked if the new access point obligates Mr. Antunes to annex his property. City Attorney Shaver said as long as he owns it and does not choose to develop it, it will not be annexed.

Then they addressed the Dove Creek Subdivision. It was developed under Mesa County, is in the Persigo Boundary, and it was developed after the Persigo Agreement was signed. City Attorney Shaver speculated that the development plan may have been approved prior to the Agreement and the County recognized that. Councilmember Chazen thought if Dove Creek and Chatfield II subdivisions were to be annexed, Mr. Antunes' property would be enclaved. Mr. Rusche disagreed explaining the annexation of right-of-way does not create an enclave, which is the situation in this case.

Mr. Antunes asked that the vote be skipped since the Dove Creek situation is not clear.

Steve Voytilla, the owner and developer for the subject property, said he is in favor of the annexation and it is needed for him to move forward with the development. The people opposed to the annexation will not be annexed into the City; this request is only for his property. The stub street will just go to the property line.

Mr. Antunes expressed his opposition saying the timelines have not been met. Council President Norris noted that timelines may change but the development is going through the proper process.

Mr. Antunes asked why the developer is asking for annexation if he is not ready to develop. Mr. Rusche said the developer may have a better response but that this is just one step in the development process. The process takes time and more specific plans are needed to go forward. Mr. Voytilla has met all the City timelines which allows him to proceed with the next steps.

Mr. Voytilla clarified he is moving forward with the development and will not be delaying.

There were no other public comments.

The public hearing was closed at 8:33 p.m.

Councilmember McArthur asked what the Dove Creek zoning is. Mr. Rusche said it is Mesa County RMF-5, which is 5 dwelling units per acre. Councilmember McArthur asked if the density for the new development would be consistent. Mr. Rusche said yes. Councilmember McArthur then asked, if the property is not annexed, what would the density allowance be. Mr. Rusche said it would remain RSF-R (residential single family-rural) which is five acres per unit. Councilmember McArthur noted this request is consistent with surrounding subdivisions, will not impact surrounding properties, and he sees no reason to deny this.

Councilmember Kennedy agreed. There was no reason not to approve the request.

Councilmember Chazen noted Mr. Antunes' property can stay in the County and as long as he wants, even if more properties are annexed to the west. He sees no reason to deny the request.

Council President Norris agreed.

Councilmember Kennedy appreciated the concern regarding the notifications and encouraged Staff to work on the timelines to make it easier to determine if they had been met.

Resolution No. 06-16 – A Resolution Accepting a Petition for the Annexation of Lands to the City of Grand Junction, Colorado, Making Certain Findings, and Determining that

Property Known as the Fox Meadows Annexation No. 1 and No. 2, Located at 3175 D ½ Road, is Eligible for Annexation

Ordinance No. 4687 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Fox Meadows Annexation No. 1, Consisting 0.150 Acres of D ½ Road Right-of-Way

Ordinance No. 4688 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Fox Meadows Annexation No. 2, Consisting of One Parcel and a Portion of D ½ Road Right-of-Way, Located at 3175 D ½ Road

Ordinance No. 4689 – An Ordinance Zoning the Fox Meadows Annexation No. 2 to R-5 (Residential 5 du/ac), Located at 3175 D ½ Road

Ordinance No. 4690 – An Ordinance Amending the Comprehensive Plan, Specifically the Pear Park Neighborhood Plan, More Specifically the Transportation Access Management Plan, a Part of the Grand Valley Circulation Plan, to Revise the Access Point on D ½ Road to Allow Direct Access into Property Known as Fox Meadows, Located at 3175 D ½ Road

Councilmember Chazen moved to adopt Resolution No. 06-16 and Ordinance Nos. 4687, 4688, 4689, and 4690 on final passage and ordered final publication of the ordinances in pamphlet form. Councilmember McArthur seconded the motion. Motion carried by roll call vote.

Public Hearing – Amending Section of the Zoning and Development Code to Allow the Planning Commission to Approve a Conditional Use Permit (CUP) Prior to Site Plan Review

The proposed ordinance amends the Zoning and Development Code, Title 21, of the Grand Junction Municipal Code (GJMC) by allowing the Planning Commission to approve the conditional use of a property prior to site plan approval. Through the use of a site sketch the Planning Commission may make findings to determine that necessary site design features or mitigation measures will be taken to enhance or deter certain impacts to the neighborhood.

The public hearing was opened at 8:40 p.m.

Lori V. Bowers, Senior Planner, presented this item. She explained currently the Conditional Use process requires a full site plan review along with complete construction drawings that are in conformance with the submittal standards of SSIDs (Submittal Standards for Improvement and Development), TEDS (Transportation and Engineering Design Standards), and SWMM (Storm Water Management Manual) as part of the application. It is proposed that a site sketch showing sufficient detail to enable the PC to make a determination of the use in the subject location and zone

district be all that is required for approval of the subject use. The proposed ordinance further provides if the applicant changes or expands a structure or other feature of a site that is subject to a Conditional Use Permit (CUP), the Director shall determine whether the expansion/change is “major” or “minor”. The PC recommended approval of the Code amendment to City Council on January 12, 2016.

Ms. Bowers stated a CUP is not a use by right, it is a use that is otherwise prohibited within a given zone district. Examples are outdoor entertainment, outdoor animal care, bars, and nightclubs. When the PC reviews a CUP they determine if any mitigating measures would be needed for the proposed site use. She provided checklists for a site plan versus a site sketch which has fewer requirements and a reduced level of detail. The Director would determine if the application is a major or minor change of use. Any amendment to the CUP under the current Code requires the applicant to go through the whole process again.

Councilmember Kennedy asked for clarification regarding the word “sketch”. Ms. Bowers said it is a real drawing. Councilmember Kennedy then asked if there is any secondary review to make ensure the plan remains the same when it comes in for the full site plan review. Councilmember Taggart noted this amendment is only for the issuance of the CUP, the development plan would still need to be approved. City Attorney Shaver read from subparagraph (e) that says additional information can be requested and the Director must ensure all mitigating factors have been addressed.

Councilmember McArthur said this amendment is part of the effort to improve the Code. He thanked Staff for bringing it forward.

Councilmember Chazen said Councilmembers McArthur and Boeschstein were on this review committee and asked if they had reviewed this amendment. Councilmember McArthur said they had and neither of them had any comments.

There were no public comments.

The public hearing was closed at 8:51 p.m.

Ordinance No. 4691 – An Ordinance Amending Section 21.02.110 Conditional Use Permit (CUP) and Section 21.06.070(g)(5) Planned Developments and Conditional Uses

Councilmember Traylor Smith moved to adopt Ordinance No. 4691 on final passage and ordered final publication of the ordinance in pamphlet form. Councilmember Kennedy seconded the motion. Motion carried by roll call vote.

Contract for the 2016 Asphalt Overlay Project

This request is to award a construction contract for the asphalt resurfacing project along arterial, collector, and residential road classifications throughout the City of Grand Junction. In all, a total of 10 locations were selected.

Greg Lanning, Public Works Director, presented this item. He stated the cost, the name of the contractor, and referred the City Council to the location map provided. He said that the 2016 Overlay Project includes 57,500 square yards of asphalt milling and 15,370 tons of hot mix asphalt. He explained that the sections were selected based on the Pavement Condition Index completed a couple of years ago. Locations #9 and #10 were added due to the favorable bids. The project is simple and easy for contractors to bid on. This project is scheduled to begin in early June with an expected final completion date of late July. He displayed a map and noted the location of the added sections.

Councilmember McArthur asked how long an overlay extends the street life. Mr. Lanning said overlays with chip seal treatments in between are a twenty year fix. Councilmember McArthur noted the Horizon Drive area is scheduled for redevelopment and questioned if the overlay should be done in this area. He then asked what the life of Horizon Drive would be without the overlay. Mr. Lanning said the timeframe for improvements to this section is further out. The Horizon Drive Project Engineer has been working with the City Engineer and they thought the road probably would not even last another two years. Councilmember McArthur asked what the cost is for this section. Mr. Lanning said \$209,000.

Councilmember Chazen asked if all these factors were taken into account. Mr. Lanning said he assumed so and added only a portion of the area near where the roundabout is to be located, about 10 to 15%, would be impacted by the overlay.

Councilmember Chazen noted \$125,000 remained in the budget and asked if that amount would be sufficient for any unexpected issues. Mr. Lanning said these funds act as a contingency for existing projects. If these projects are completed without having to use the contingency, then the projects next on the list can be completed. Councilmember Chazen asked if projects #9 and #10 were able to be added this year due to the favorable pricing. Mr. Lanning said yes.

Councilmember Kennedy asked if bike lanes were being taken into consideration during these projects, specifically on 25 ½ Road from G to Patterson Road? Mr. Lanning said this program is only for maintenance on existing roadways, however it will create a base for future bike lanes.

Councilmember Taggart asked if the area around the last 100 yards of Mariposa Drive that intersects with Monument Road could be fixed. Mr. Lanning agreed it is a bad section and he will look for an opportunity to add this project.

Council President Norris asked if this fund addresses trails too. Mr. Lanning said this program is strictly for roads.

Councilmember Chazen moved to authorize the City Purchasing Division to enter into a contract with Elam Construction, Inc. of Grand Junction, CO for the 2016 Asphalt Overlay Project in the amount of \$1,907,774. Councilmember Traylor Smith seconded the motion. Motion carried by roll call vote.

Contract for Westlake Park Neighborhood Safe Routes to Schools Improvement Project

This request is to award a construction contract for the installation of curb, gutter, and sidewalk on West Orchard Avenue west of 1st Street near Westlake Park and West Middle School. The area is a primary walking route for students and persons in the neighborhood that currently does not have sidewalk, thus presenting safety concerns.

Greg Lanning, Public Works Director, presented this item noting these Safe Routes Projects have been very favorable. This project is funded through the 2015 Community Development Block Grant Program. The City received very favorable bids and so they are able to fund the entire project. Recently in this area, a sewer line was replaced and some sections of the road were widened. He stated this project will provide pedestrian and bicycling improvements in the Westlake Park area for safe access to Pomona Elementary and West Middle School as well as improve pedestrian connectivity in the neighborhood. He displayed a map and described the project.

Councilmember Traylor Smith expressed her appreciation for this project noting this has been a dangerous section of road.

Councilmember Kennedy asked if a drainage project was recently completed in this area. Mr. Lanning said yes, it was the Bass Street Project. The City bought the materials and the Grand Valley Drainage District installed the pipe for the lower end of the Buthorn Drain. The current project will not impact the Bass Street Project.

Councilmember Chazen moved to authorize the City Purchasing Division to enter into a contract with Sorter Construction, Inc. for the Westlake Park Neighborhood Safe Routes to School Improvement Project in the amount of \$107,924.31. Councilmember Traylor Smith seconded the motion. Motion carried by roll call vote.

Non Scheduled Citizens and Visitors

There were none.

Other Business

There was none.

Adjournment

The meeting was adjourned at 9:18 p.m.

Stephanie Tuin, MMC
City Clerk

GRAND JUNCTION CITY COUNCIL

SPECIAL SESSION MINUTES

FEBRUARY 19, 2016

The City Council of the City of Grand Junction, Colorado met in Special Session on Friday, February 19, 2016 at 2:04 p.m. in the Administration Conference Room, 2nd Floor, City Hall, 250 N. 5th Street. Those present were Councilmembers Bennett Boeschstein, Marty Chazen, Chris Kennedy, Barbara Traylor Smith, and President of the Council Phyllis Norris. Absent were Councilmembers Duncan McArthur and Rick Taggart. Also present were Interim City Manager Tim Moore and City Attorney John Shaver.

Councilmember Boeschstein moved to go into Executive Session to Determine Positions Relative to Matters that may be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators Concerning Possible Offer(s), Term(s) or Other Matters for Possible Appointment/Employment of a City Manager Under Colorado Revised Statutes Section 24-6-402(4)(e) of the Open Meetings Law and will not be returning to open meeting.

Councilmember Kennedy seconded the motion. Motion carried.

The City Council convened into executive session at 2:04 p.m.

Debbie Kemp, MMC
Deputy City Clerk

CITY COUNCIL AGENDA ITEM

Subject: Construction Contract for the 2016 Waterline Replacement Project

Action Requested/Recommendation: Authorize the Purchasing Division to Execute a Construction Contract with M.A. Concrete Construction, Inc. for the Construction of the 2016 Waterline Replacement Project in the Amount of \$357,722

Presenter(s) Name & Title: Greg Lanning, Public Works Director
Jay Valentine, Internal Services Manager

Executive Summary:

This project will replace an aging 24 inch diameter steel line in 28 Road and Orchard Avenue as part of the waterline replacement program.

Background, Analysis and Options:

The City of Grand Junction is providing the engineering design, procurement and construction management for the 2016 Waterline Replacement Project. This waterline project will installed 3,900 lineal feet of new 18” diameter PVC water pipe and the project is located along the following sections of City streets:

- Orchard Avenue: 24th Street to 28 Road
- 28 Road: Orchard Avenue to North Avenue

The uniqueness of this waterline replacement project is that the City plans to use the existing 24” diameter steel waterline currently in Orchard Avenue and 28 Road as a conduit for the proposed new 18” diameter Fusible C-905 PVC plastic water pipe to be inserted into. This style of pipe installation is commonly referred to as ‘Sliplining’.

Sections of the existing 24” steel waterline were installed in 1959 and are 57 years old and nearing the end of its service life. In the recent past, this 24” steel waterline has been prone to break.

The advantages of installing the new 18” diameter water pipe within the existing 24” diameter steel pipe are:

- Cost savings (minimal asphalt patching and trenching costs)
- Construction timeline is anticipated to be shorter than typical installation methods
- Less disruptive impact to adjacent residents and businesses
- Reliability (long, continuous sections of 18” pipe with minimal pipe joints)

- Help keep new waterline separated from other existing underground utilities by staying in the same alignment as the current waterline

A City water modeling study completed by Black and Veatch in 2009, analyzed the City's water distribution system and determined that the existing 24" steel waterline is unnecessarily oversized for the service area it serves. The modeling recommended the City reduce the size of the waterline to an 18" diameter pipe. Reducing the waterline size to 18" diameter will result in continuing to meet the service areas demands, fire flow requirements and water quality.

The 2016 Waterline Replacement Project is scheduled to begin April 4, 2016 with an expected completion date of June 3, 2016. Construction will take place during the daytime hours.

A formal solicitation was advertised in the Daily Sentinel, posted to the Rocky Mountain E-Purchasing website (BidNet) and sent to the Western Colorado Contractors Association (WCCA). Five bids were received from the following firms, all of which were found to be responsive and responsible, with the exception of AUI, Inc., which was not pre-qualified for their bid amount:

Firm	Location	Amount
<i>M.A. Concrete Const.</i>	<i>Grand Junction, CO</i>	<i>\$357,722.00</i>
Mountain Valley Const.	Grand Junction, CO	\$384,125.25
Triad Western	Cortez, CO	\$498,475.00
AUI, Inc.	Albuquerque, NM	\$552,734.00
Sorter Construction	Grand Junction, CO	\$683,982.50

How this item relates to the Comprehensive Plan Goals and Policies:

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

The City of Grand Junction has the duty of providing safe and reliable domestic water service to the citizens and businesses of Grand Junction. As a result of yearly replacements of old City waterlines that are prone to corrosion and breaks with new PVC waterline pipe; the City will have a waterline infrastructure that is reliable; delivering safe and clean water for many years to come.

How this item relates to the Economic Development Plan:

Infrastructure: This project promotes the proactive nature the City upholds on replacing existing City infrastructure that is at or near the end of its service life. Being proactive in replacing old infrastructure helps ensure that the customers have reliable high quality water service with minimal disruptions due to waterline maintenance and breaks.

Providing infrastructure that fosters and supports private investment: This particular waterline replacement project is located within a fully developed area of Grand

Junction. Nonetheless, the City needs to continue maintaining a water infrastructure that provides clean domestic water to ensure private investment is continued.

Board or Committee Recommendation:

No Board or Committee Recommendation.

Financial Impact/Budget:

Water Line Replacement Budget **\$762,450**

Project Costs

Underground Solutions 18" Fusible PVC Pipe -	\$205,155
Other Project Materials -	20,000
City Const. Inspection and Contract Admin. (Estimate)	<u>15,000</u>
Total Project Costs	\$240,155

Remaining Water Line Replacement Budget **\$522,295**

Apparent Low Bidder's Amount **\$357,722**

Legal issues:

All waterline work is being completed within existing City Right-of-Way.

Other issues:

No other issues.

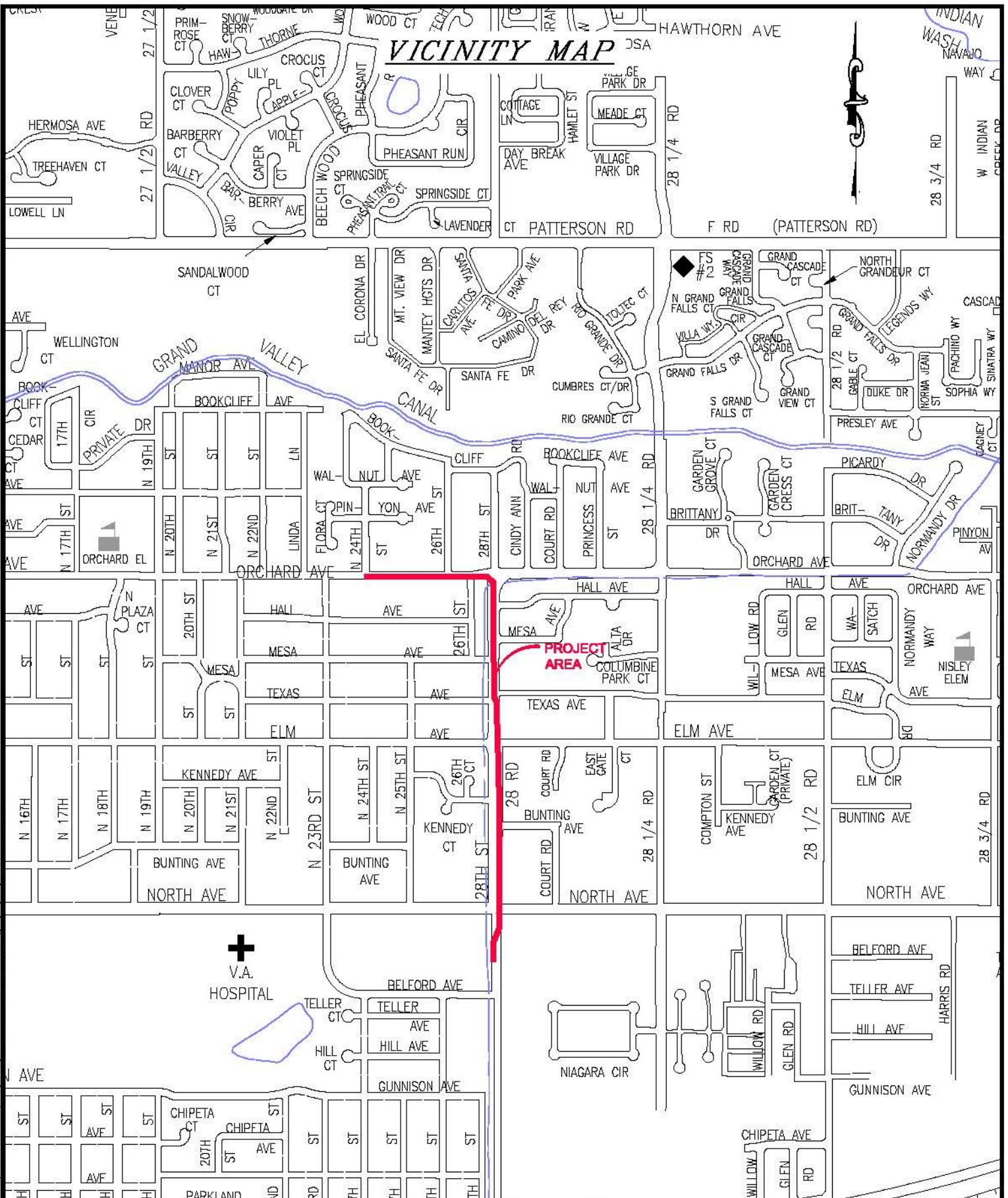
Previously presented or discussed:

This project was previously discussed during the 2016 budget development and most recently at the February 3, 2016 Council Meeting, in which the Council approved the sole source purchase of the pipe material.

Attachments:

A waterline map showing the limits of the project.

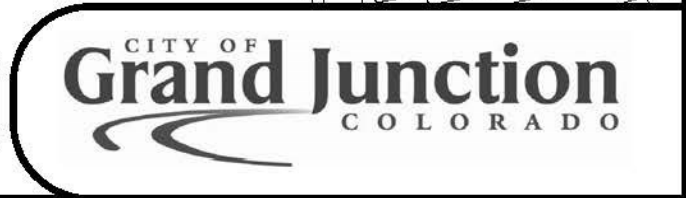
VICINITY MAP



N:\Landscape\2015 Waterline Replacement Project\DWG\8.5x11 Council Exhibit\dwg_1_2/29/2016 10:28:53 AM

DRAWN BY: HMC
DATE: 2016-02-22
SCALE: 1" = 1000'
APPR. BY: LC
FILE NO.: BASE.DWG

**PUBLIC WORKS & UTILITIES
 ENGINEERING DIVISION**
2016 WATERLINE REPLACEMENT PROJECT
28 ROAD & ORCHARD AVENUE



CITY COUNCIL AGENDA ITEM

Subject: North Avenue Catalyst Grant Application for 1660 North Avenue

Action Requested/Recommendation: Consider Approval of a North Avenue Catalyst Grant Application for 1660 North Avenue

Presenter(s) Name & Title: Lori V. Bowers, Senior Planner

Executive Summary:

Dr. Mark Asmus, applicant for the Veterinary Emergency Clinic, has submitted an application for consideration for \$7,660 of the North Avenue Catalyst Grant Program. This is the eighth application for this program to come before the City Council.

Background, Analysis and Options:

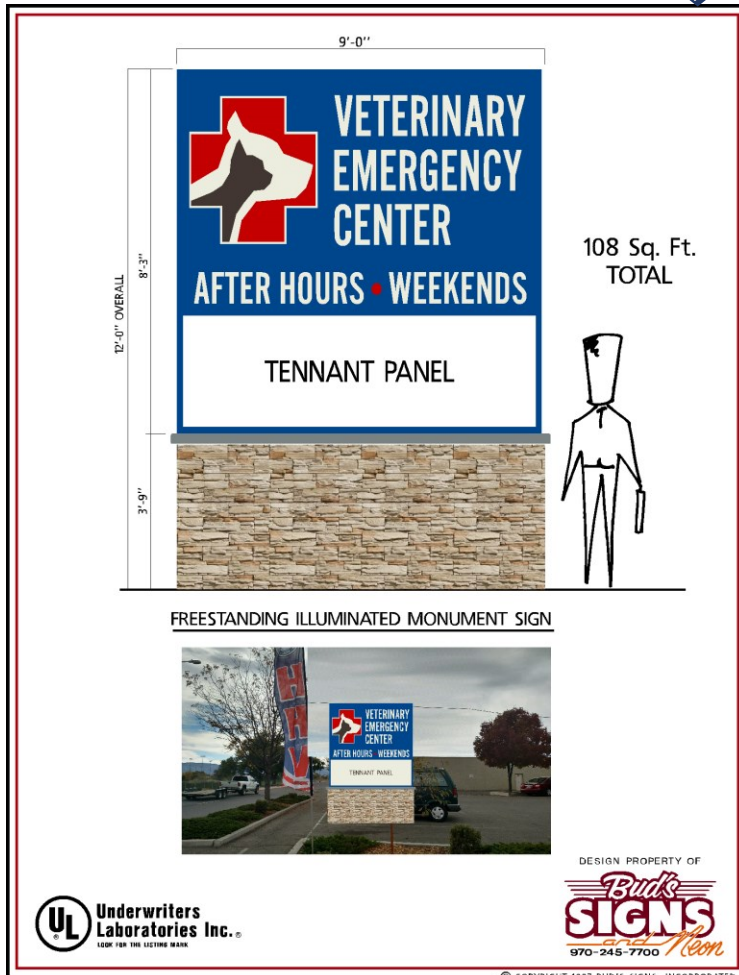
In November 2014, the City Council established a grant program in an effort to help revitalize North Avenue. The grant program requires a 50% match from the property/business owner with grant amounts up to \$10,000 per property. Projects meeting the requirements of the program and approved by City Council will be funded on a first come first serve basis. This is the eighth application presented for consideration.

The applicants are proposing signage upgrades with this application. They will be



removing this existing pole sign 

And replacing it with this monument style sign.



No other improvements are proposed. A copy of the bid is attached to this report. This type of monument sign is in keeping with the vision of the Corridor Plan and meets the signage upgrade requirements of the Catalyst Grant program. To be eligible, signage upgrades must include removal of a pole sign and then place the signage on a monument style sign with a maximum height of 12 feet, or directly on the building.

How this item relates to the Comprehensive Plan Goals and Policies:

The application presented for consideration meets **Goal 8**: Create attractive public spaces and enhance the visual appeal of the community through quality development.

It is a goal of the Corridor Plan to improve the streetscape and encourage monument style signs.

How this item relates to the Economic Development Plan:

The North Avenue Catalyst Grant Program supports the City’s 2014 Economic Development Plan; specifically Section 1.5 Supporting Existing Business: Continue to explore opportunities and review requests to assist the business community through tax policies, financing options and financial incentives.

Board or Committee Recommendation:

The North Avenue Catalyst Grant Committee forwards a recommendation of approval from their meeting held on February 24, 2016.

Financial Impact/Budget:

The Committee recommends approval of the requested amount of \$7,660.00, as this is well within the remaining North Avenue Catalyst Grant Program budget of \$36,888.00.

Catalyst Grant Program Budget	\$100,000.00	
1) Grand Valley Powersports	10,000.00	(funded by Council Feb. 18, 2015)
2) Dakota West Properties	9,002.00	(funded by Council April 15, 2015)
3) Mason Plaza	4,110.00	(funded by Council June 17, 2015)
4) Forbes LLC	10,000.00	(funded by Council Sept. 2, 2015)
5) Vectra Ban	10,000.00	(funded by Council Nov. 4, 2015)
6) Aqua Time	10,000.00	(funded by Council Nov. 4, 2015)
7) Sports Vortex	<u>10,000.00</u>	(funded by Council Jan. 20, 2016)
	\$ 36,888.00	(Remaining funds to be allocated)

Legal issues:

No legal issues have been identified.

Other issues:

No other issues have been identified.

Previously presented or discussed:

This item has not been previously presented.

Attachments:

- Location Map
- Application
- Bid

Grand Junction Commercial Catalyst Improvement Grant Program APPLICATION

Please note that application will not be considered until all information is submitted to the City Community Development Division, 250 N. 5th Street, Grand Junction, CO 81501, or scan and email to planning@gjcity.org.

Name of Applicant(s): Dr. Mark Asmus
Mailing Address: 422 Eagle Crest Court, GJ CO, 81507
Phone Number(s): 970-241-1976 work
Email: DoctorAsmus@aol.com

Project Address: 1660 North Ave
Business Name: Grand Valley Parcel Number: 2945-123-25
Veterman Emergency Clinic -011

Work to be performed on Front Façade Improvements and/or Pedestrian Safety & Streetscape (check all that apply):

- Repair, restoration, or installation of exterior masonry, stucco or siding
- Repair, replacement or installation of exterior awnings, window trim and doors
- Exterior lighting upgrades
- Signage upgrades (removal of pole sign and signage placed on façade and/or monument sign with maximum height 12 ft.)
- Addition of a plaza, fountain, outdoor dining or other pedestrian features in front of building and abutting North Avenue
- Construction of detached sidewalks and park-strip running the entire length of the property
- Construction and/or installation of park-strip hardscape features
- Design/Architect services for project (up to \$1,500)
- Renovation of front entryway to make more accessible
- Other (please describe) _____

Projected Start/Finish Dates for Project: Spring / Fall
2016 2016

Total Estimated Cost of Improvements: \$ ~~15,500~~ 15,320 Revisal for smaller sign

Grant Program Amount Requested: \$ ~~7750~~ 7,660

Grand Junction Commercial Catalyst Grant Program

AGREEMENTS AND CONDITIONS

1. The following information must be submitted with your application: plans drawn to 30 scale; samples or depictions of finishes to be used; photos of existing condition of property; and detailed budget of project including cost estimates by contractors.
2. By submitting and signing this Application, the Applicant certifies and agrees to all terms and conditions of the Program, including:
 - The Applicant is in good standing with the City including payment of all taxes to the City of Grand Junction.
 - The Applicant agrees to adhere to the goals and vision for North Avenue as established in the Comprehensive Plan and the North Avenue Corridor Plans.
 - The Applicant agrees that all improvements to be undertaken will be consistent with all applicable zoning and building codes. Grand Junction Planning Commission or City Council review, where required must be conducted prior to commencement of work on the catalyst project. All permits and other requirements are the Applicant's sole responsibility.
 - The project must be started within three months of approval and completed within twelve months of approval to be eligible for reimbursement. Any work done on the project prior to approval of application is ineligible for reimbursement.
 - Only the work that is described in the application and approved by the Grand Junction City Council shall be eligible for reimbursement. Disbursement of funds will be made only after the entire project is complete and passes required inspections.
 - The Applicant must submit before and after photos of the project, copies of invoices, receipts, and a signed itemized statement of the total cost of the project to the City. All documentation for reimbursement must be provided to the City at time of request, with a maximum of two reimbursements. All receipts must be provided no more than 15 months after the application has been approved.
 - The Applicant understands that he/she is responsible for all construction management, including but not limited to traffic control and any permits required by the Colorado Department of Transportation (CDOT).
 - The project grant award will at all times be within the program guidelines. The amount designated by the City will not be increased due to cost overruns, changes in scope or other changes made or necessitated by the applicant, its agents and/or financiers.
 - It is expressly understood and agreed that the Applicant shall be solely responsible for all safety conditions and compliance with all applicable regulations, codes, and ordinances.
 - The Applicant shall indemnify, protect, defend, and hold harmless the City of Grand Junction and its agents and employees from all claims, damages, lawsuits, costs, and expenses for any property damage, personal injury, or other loss relating in any way to the Grand Junction Commercial Catalyst Grant Program.

Applicant's Signature: _____

Date: 2-11-2016

Attest: (if LLC, Corporation or Legal Entity other than Sole Proprietorship)

Owner's Signature (if different): _____

Date: _____

Attest: (if LLC, Corporation or Legal Entity other than Sole Proprietorship)



1040 Pitkin Ave.
Grand Junction, Colorado 81501
(970) 245-7700

Page No. _____ of _____ Pages

PROPOSAL AND ACCEPTANCE

PROPOSAL SUBMITTED TO Veterinary Emergency Center		PHONE 970-255-1911	DATE 2-17-2016
STREET 1660 North Ave.		JOB NAME New Monument Sign	
CITY, STATE AND ZIP CODE Grand Junction, CO 81501		JOB LOCATION Same	
ARCHITECT	DATE OF PLANS	Grand Junction, CO 81501	JOB PHONE

We hereby submit specifications and estimates for:

All materials and labor to permit, design, fabricate and install 1 (one) monument sign as per attached drawing. Sign to be internally illuminated using LED technology. Existing pole sign to be removed as part of this project cost.

We Propose hereby to furnish material and labor - complete in accordance with above specifications for the sum of:
Fifteen Thousand Three Hundred Twenty and 00/100 dollars (\$ 15,320.00)
 Payment to be made as follows: 50% Deposit / Balance Due Upon Completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be quoted only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's compensation insurance.

Authorized Signature: Bud Prouss
 Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The Customer agrees, that in consideration of the services to be rendered by Bud's Signs, Inc. the Customer hereby obligates themselves to pay for the labor, services, and materials rendered. The Customer agrees that payment for the labor, services, and materials of Bud's Signs, Inc., is due and payable within 30 days of submission of the final invoice. The Customer further agrees that any accounts not paid within 30 days of submission of final invoice shall bear interest at the rate of 1.5% per month (18% per annum) until paid in full. Should the account be referred to an attorney or collection agency, the Customer agrees to pay all costs of collection and reasonable attorney's fees incurred by Bud's Signs, Inc.

Signature _____
 Date of Acceptance _____ Signature _____



Date: February 29, 2016
 Author: Stephanie Tuin, Claudia Hazelhurst, John Shaver
 Title/ Phone Ext: City Clerk, 1511/ HR Director, 1551/ City Attorney, 1506
 Proposed Schedule: March 2, 2016
 2nd Reading (if applicable): NA
 File # (if applicable): NA

CITY COUNCIL AGENDA ITEM

Subject: Extending an Offer of Employment to Greg Caton for the City Manager Position
Action Requested/Recommendation: Adopt Resolution Authorizing the Human Resources Director and Water & Company to Make a Conditional Offer of Employment to Greg Caton and Approving the Proposed Agreement for Employment
Presenter(s) Name & Title: Claudia Hazelhurst, Human Resources Director John Shaver, City Attorney

Executive Summary:

The City Council has gone through a rigorous recruitment process to hire a new City Manager. As a result of that process which included community members, employees, and former City Managers, the City Council will decide by this action whether to extend a conditional offer of employment to Greg Caton.

Background, Analysis and Options:

The City Council hired Waters & Company in August, 2015 to perform an executive search for a City Manager for the City of Grand Junction. In February, 2016, the City Council, along with a panel of community members, former City Managers, and the Employee Advisory Team interviewed two finalists. The City Council will now decide whether to extend a conditional offer of employment to Greg Caton, current City Manager in Oro Valley, Arizona.

How this item relates to the Comprehensive Plan Goals and Policies:

Hiring a new City Manager is an important goal of the City Council and will aid in the progress toward meeting the goals and policies of the Comprehensive Plan.

How this item relates to the Economic Development Plan:

A new City Manager will be able to guide the City in working on the guiding areas of emphasis.

Board or Committee Recommendation:

The three panels interviewing the two finalists for the position of City Manager recommend extending an offer of employment to Greg Caton.

Financial Impact/Budget:

The financial impact to the City includes the salary, moving expense, and initial benefits being offered to the candidate.

Legal issues:

The City Attorney drafted the resolution and the proposed agreement under the direction of the City Council.

Other issues:

The conditional offer of employment is subject to both parties accepting the conditions of employment outlined in the attached agreement.

Previously presented or discussed:

The City Council has discussed the hiring of a new City Manager several times over the last few months.

Attachments:

Proposed Resolution
Proposed Agreement

CITY OF GRAND JUNCTION

RESOLUTION NO. ____ -16

**A RESOLUTION AUTHORIZING THE HUMAN RESOURCES DIRECTOR AND
WATERS & COMPANY TO MAKE A CONDITIONAL OFFER OF EMPLOYMENT TO
GREG CATON**

RECITALS:

Over the past four months the City, with the assistance of Waters & Company, a national executive recruiting firm, has conducted an extensive process to identify, screen and ultimately select a candidate to be the next City Manager. The City Council emphasized through the process that the next City Manager must recognize and understand that the success of the City is directly related to the quality of the people it employs and the leadership those people deliver within the organization and the community.

Through a rigorous process including interviews with various community members, current and former City Managers, City employees and others, the Council has determined that one applicant is the most talented, experienced and best qualified to be Grand Junction's next City Manager. That candidate is Greg Caton. Mr. Caton is an experienced city manager and in addition to his skills and experience the Council has concluded that he would be the best fit for the job.

Based on many years of conducting successful placements, Waters & Company has unqualifiedly recommended Greg Caton for the position having identified through their processes that he possessed the requisite skills, experience and temperament to provide the City organization the appropriate leadership, motivation, modeled behavior and management style.

Accordingly the City Council has determined that it is proper to name Greg Caton as its selected candidate and to authorize Human Resources Director Claudia Hazelhurst and Waters & Company executive recruiter Chuck Rohre to extend an offer of employment to Mr. Caton. The offer is and shall be made expressly subject to and contingent on:

- 1) Caton's acceptance by his signature of the terms included in the attached agreement; and,
- 2) Following his acceptance final public consideration and approval of the offer by the City Council, which may include but not necessarily be limited to:

- a) passage of an ordinance establishing the salary for the position pursuant to § 57 of the Grand Junction City Charter; and,
- b) adoption of a separate resolution by the City Council pursuant to §56 of the Grand Junction City Charter appointing him as City Manager.

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

The Human Resources Director and Waters & Company executive recruiter Chuck Rohre, with assistance from the City Attorney, shall forthwith convey the attached proposed agreement together with this Resolution to Mr. Caton so that he may be considered as the next City Manager for the City of Grand Junction, Colorado.

Passed and adopted this _____ day of _____, 2016.

President of the Council

Attest:

City Clerk

**CITY MANAGER EMPLOYMENT AGREEMENT
CITY OF GRAND JUNCTION, COLORADO**

Recitals:

This Agreement, made and entered into this __ day of _____ 2016, by and between the City of Grand Junction, a Colorado municipal corporation, (hereinafter called "Employer" or "City") and Greg Caton (hereinafter called "Employee" or "City Manager") a person who has the education, training and experience in local government management and who, as a credentialed member of ICMA, is subject to the ICMA Code of Ethics, agree as follows:

Section 1: Term

This agreement shall remain in full force in effect from __, 2016 until ended by the Employer or Employee as provided in Section 9 or 11 hereof.

Section 2: Duties and Authority

Employer agrees to employ Greg Caton as City Manager to perform the functions and duties specified in the U.S. and Colorado Constitutions, Charter and Code of Ordinances for the City of Grand Junction and to perform other legally permissible and proper duties and functions on the City's behalf. Employee shall devote full time to City business and shall neither accept nor engage in any activity(ies), whether paid, unpaid or otherwise compensated, which interfere or may in the judgment of a majority of the City Council, interfere with the Employee's responsibilities to Employer.

Section 3: Compensation

Employer agrees to pay Employee an annual base salary of \$180,000.00. This agreement shall be amended, without need of a new agreement, to reflect any salary and/or benefit adjustments that are provided by the Employer.

Consideration shall be given on an annual basis to adjust direct and indirect compensation and severance benefits in accordance with the City's adopted salary survey methodology.

Section 4: Health, Disability and Life Insurance Benefits

The Employer agrees to provide and to pay the premiums for comprehensive health insurance for the Employee and dependents in a type and quality that is provided to all other employees of the City and 100% of the premium for dental insurance for the Employee and dependents.

The Employer agrees to provide and to pay 100% of the premiums for short term and long term disability coverage for the Employee in a type and quality that is provided to all other employees of the City.

The Employer shall pay the amount of premium due for term life insurance in the amount of one (1) times the Employee's annual total compensation, including all increases in the base salary during the life of this agreement. The Employee shall name the beneficiary of the life insurance policy.

Section 5: Leave

The Employee shall be credited with 80 hours of PTO from the effective date of the agreement. The Employee shall thereafter accrue PTO leave at the rate provided in the City Personnel Policy in effect as of the date of this agreement. The Employee shall for purposes of leave accrual be deemed to be a four year employee as of the effective date hereof.

The Employee is entitled to accrue all unused leave and in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated, in addition to severance as defined herein, for all accrued leave time, all paid holidays and other benefits to the date of termination at a one for one rate. **The Employee's accruals less usage shall not exceed 3x his annual accrual.**

Section 6: Automobile

The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$500.00 per month.

The Employee shall be responsible for maintaining a driver's license, paying for liability, property damage and comprehensive insurance coverage and shall further be responsible for all expenses attendant to the purchase, operation, maintenance and repair of his vehicle.

Section 7: Retirement

The Employee is enrolled in the ICMA Retirement Corporation ("ICMA-RC") Executive retirement plan. The City agrees to contribute 9 (nine) % of the Employee's base salary to the Employee's 401.

In addition to the Employer's payment to the retirement plan referenced above, the Employer agrees to execute all necessary agreements to enroll the Employee in the ICMA-RC Section 457 deferred compensation plan and the Employer agrees to pay an amount equal to 3 (three) % of Employee's base salary into the designated plan on the Employee's behalf, in equal proportionate amount each pay period.

The foregoing contributions are in addition to the Employers payment of Social Security/FICA for the Employee.

Section 8: Other Financial Consideration

Employer will pay, on a reimbursement basis without markup, a **one-time** moving allowance of up to \$7500.00.

Employer agrees to consider and as approved by Council budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, service club(s) and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

Employer agrees to consider and as approved by Council annually budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to, the Colorado Municipal League, International City Management Association (ICMA) and such other national, regional, state and local groups and committees in which Employee is a member. Other continuing education, professional development and/or professional membership(s) or affiliations shall be requested by the Employee and considered and approved by Council in advance on a case by case basis.

The Employer shall provide Employee with office equipment such as a tablet computer and software, a cell phone stipend or City issued cell phone in accordance with City policy as well as an office computer the same or similar to that issued to other employees.

Section 9: Termination

For the purpose of this agreement, termination shall occur when:

The majority of the governing body votes to terminate the Employee at a duly authorized public meeting; or,

If the citizens act to amend any provisions of the Charter pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination; or,

If the Employer reduces the base salary or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all City employees, such action shall constitute a breach of this agreement and will be regarded as a termination; or,

If the Employee resigns following an offer to accept resignation in lieu of termination, whether formal or informal, by the Employer as representative of the majority of the governing body, then the Employee may declare a termination as of the date of the suggestion or offer to accept his resignation; or,

A breach of contract occurs, declared by either party and the breach is not cured within a 15 day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 16.

If the Employee is charged and convicted of a felony and/or class I misdemeanor the Employer shall terminate this agreement and severance shall not be payable to the Employee.

If the Employee is charged with a felony and/or class I misdemeanor the Employer may terminate this agreement and severance shall not be payable to the Employee if as a result of the Employee being charged the City has been cast in a negative light and/or the actions of the Employee have brought the City and/or the City Council into disrepute.

If the Employee is credibly alleged by any person(s) in writing to have committed an act(s) of malfeasance and/or nonfeasance, willful breach or habitual neglect of duty(ies) within the scope of the Employees' employment the Employer may terminate this agreement and severance shall not be payable to the Employee if as a result of the allegations against the Employee the City has been cast in a negative light and/or the actions of the Employee have brought the City and/or the City Council into disrepute.

Section 10: Severance

In the event the Employee is terminated by the Employer as described above and during such time the Employee is willing and able to perform his duties under this Agreement, then Employer agrees to pay 9 months' salary and benefits bi-weekly as severance.

Section 11: Resignation

In the event that the Employee voluntarily resigns (is not asked to leave or his not suggested to resign in lieu of termination) his position with the Employer, the Employee shall provide a minimum of 30 days' notice unless the parties agree otherwise. The Employee is not entitled to severance pay or benefits upon resignation.

Section 12: Performance Evaluation

Employer no less often than annually, during the first quarter or each year, shall review the performance of the Employee subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The process at a minimum shall include the opportunity for both parties to: a) prepare a written evaluation, b) meet and discuss the evaluation and c) present a written summary of the evaluation results. A written annual evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting.

Section 13: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish his own appropriate work schedule.

Section 14: Indemnification

Beyond that required under Federal, State or local law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal

action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request and the Employer shall not unreasonably refuse to provide legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise and unless the Employee is a party to the suit which Employee shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Furthermore, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding actual or pending litigation, whether while employed or after employment ends.

Section 15: Other Terms and Conditions of Employment

The Employer, only upon agreement with Employee, shall fix any other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement the Charter or ordinances of the City or any other law.

The Employee shall reside within the City limits on or before December 31, 2016 and shall continue to reside in the City during the term of his employment.

Section 16: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) EMPLOYER: Human Resources Director with a copy to the City Attorney, 250 N. 5th Street, Grand Junction, CO 81501.
- (2) EMPLOYEE: Greg Caton____ Grand Junction, CO 8150__.

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil legal practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 17: General Provisions

Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

Effective Date. This Agreement shall become effective on _____ 2016.

Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

IN WITNESS THEREOF, the City Council of the City of Grand Junction, Colorado by and through the President of the Council and duly attested by the City Clerk and the Employee has signed and executed this agreement the day and year first written above.

Greg Caton
Employee/City Manager

City of Grand Junction/Employer

Phyllis Norris President of the City Council

Attest:

Stephanie Tuin
City Clerk

Approved as to form:

John P. Shaver
City Attorney



CITY COUNCIL AGENDA ITEM

Date: February 22, 2016
 Author: Trent Prall
 Title/ Phone Ext: Engineering Manager, ext. 4047
 Proposed Schedule: March 2, 2016
 2nd Reading (if applicable): N/A
 File # (if applicable): IFB-4156-16-DH

<p>Subject: Contract for the North Avenue Complete Streets Project (12th Street to 23rd Street) RE-BID</p>
<p>Action Requested/Recommendation: Authorize the City Purchasing Division to Enter into a Contract with Sorter Construction, Inc. of Grand Junction, CO for the North Avenue Complete Streets Project (12th Street to 23rd Street) in the Amount of \$1,751,913.36 and Authorize the Use of \$120,522.00 from the Economic Development Contingency Account</p> <p><u>NOTE: Award to be contingent upon CDOT review and approval of bid response and documents.</u></p>
<p>Presenter(s) Name & Title: Greg Lanning, Public Works Director Jay Valentine, Internal Services Manager</p>

Executive Summary:

This request is to award a construction contract for the start of the revitalization of a commercial corridor in the heart of Grand Junction. This first phase work will take place on North Avenue from 12th Street to 23rd Street.

Background, Analysis and Options:

The North Avenue Complete Streets project is an important component in renewing the vitality of the North Avenue corridor. Until the 1990's North Avenue (U.S. Highway 6) was the primary retail tax generator for the community, but has been in steady decline the last 20 years in part due to aging infrastructure. This busy, auto-centered corridor serves as the "backbone" of the community as it connects public amenities such as Colorado Mesa University, Lincoln Park, Stocker Stadium, Veterans Administration Medical Center, Mesa County Health Department and Human Services, and Work Force Center. A Corridor Plan and Strategy has been developed to guide the revitalization of this important east-west corridor. This approximately ¾ mile project from 12th Street to 23rd Street, which will connect Colorado Mesa University, Lincoln Park, Stocker Stadium, and the Veterans Affairs Medical Center, is the first segment of the entire 3-mile corridor to receive these improvements.

A formal Invitation for Bids was issued via BidNet (an on-line site for government agencies to post solicitations), posted on the City's Purchasing website, sent to the Grand Junction Chamber of Commerce, the Western Colorado Contractors Association, the Colorado Contractors Association, and advertised in The Daily Sentinel

and the Denver Post. Two companies submitted formal bids, of which one was found to be responsive and responsible in the following amount:

Firm	Location	Amount
Sorter Construction, Inc.	Grand Junction, CO	\$ 1,751,913.36

This pricing is based on the selection of awarding the Base Project + Add Alternate 2.

Base Project: Consists of all concrete work, landscaping, irrigation, utilities, pedestrian light foundations and wiring the entire length of the project on the **north** side of the roadway, as well as some transportation capacity median work associated with the Veterans Administration and construction of the eastbound to southbound deceleration lane on the south side of the roadway near the Veterans Administration Hospital. This portion of the work also includes the broadband conduit which is to be placed on the north side. This “base” scope of work is estimated at \$1,362,857.76.

Add Alternate 2: Consists of all remaining concrete work, relocation of fences, utilities, pedestrian light foundations and wiring, and landscaping the entire length of the project on **south** side of the roadway. The cost to add the south side work is \$389,055.60.

Due to funding limitations, proposed median landscape work (Alternative 1 / \$274,180.20) and furnishings such as bike racks, trash cans and benches (Alternative 3 / \$59,382.94) were removed from the final award. Staff is looking at alternative sources for this work.

There is approximately \$90,000 in contingencies built into the contract to cover unforeseen expenditures.

Pedestrian level lighting will be completed on both sides of the corridor under separate contract at an estimated amount of \$275,000.

Parks will need to retrofit medians at some point in the future to match 1st to 12th and 23rd to 29 Road.

Currently, this project is scheduled to begin on March 25, 2016 with an expected final completion date of August 15, 2016.

This project is considered a “local agency” project and therefore CDOT only has an oversight role on this project and does not charge “administration” costs such as on I-70-Horizon Drive Interchange.

How this item relates to the Comprehensive Plan Goals and Policies:

The North Avenue Complete Streets project supports the following Goal from the Comprehensive Plan:

Goal 8 which states, “Create attractive public spaces and enhance the visual appeal of the community through quality development”.

Policy A – Design streets and walkways as attractive public spaces.

Policy B – Construct streets in the City Center, Village Centers, and Neighborhood Centers to include enhanced pedestrian amenities

Policy F – Encourage the revitalization of existing commercial areas.

The North Avenue corridor design provides enhanced amenities for attractive public spaces, including continuous, widened sidewalks, streetscape and pedestrian lighting, as a part of the revitalization efforts for the North Avenue commercial corridor.

Goal 9 which states, “Develop a well balanced transportation system that supports automobile, local transit, pedestrian, bicycle, air, and freight movement while protecting air, water and natural resources”.

Policy E – When improving existing streets or constructing new streets in residential neighborhoods, the City and County will balance access and circulation in neighborhoods with the community’s need to maintain a street system which safely and efficiently moves traffic throughout the community.

The North Avenue corridor design accommodates all modes of transportation with the provision of detached, widened sidewalks, safe crossings, bus turn-outs and consolidation of access points.

How this item relates to the Economic Development Plan:

The North Avenue Complete Streets project supports the following guiding area of emphasis from the Economic Development Plan:

1.4 Providing Infrastructure that Enables and Supports Private Investment

The project would make significant investment in the streetscape infrastructure along North Avenue by providing for accessible detached walks, landscaping, crosswalks, streetlights and transit pullouts transforming the 60 year old infrastructure into a more modern, transit friendly corridor. As part of the street lighting upgrades, conduit would be installed to allow for future expansion of technological infrastructure along the corridor.

The North Avenue corridor project, along with the Overlay Incentives and Catalyst Grant program, should help provide the framework and encourage private (re)investment as has been seen after other key corridors investments such as Main Street, 7th Street, I-70B from 24 Road to Rimrock, and I-70 Exit 26.

Board or Committee Recommendation:

North Avenue Owners Association has been supportive of the project since inception and is anxiously awaiting start of construction.

Financial Impact/Budget:

The funding for this project is budgeted in the Sales Tax Capital Improvement fund and is detailed below.

Sources

TCSP Grant	\$ 1,190,099
DOLA Grant	600,000
Transportation Capacity Fund Transfer	127,740
Economic Development Contingency ¹	120,522
Total Project Sources	\$ 2,038,361

Expenditures

Construction Contract Sorter Construction	\$ 1,751,913
Pedestrian Lighting Contract	275,000
Median Materials	11,448
Total Project Expenditures	\$ 2,038,361

¹The economic development contingency funding source is specifically for the broadband conduit. The cost of \$120,522 could be deducted from the total contract amount if Council chooses not to fund this element.

Legal issues:

There are no legal issues arising from or out of the bids. If the contract is awarded the final form thereof will be reviewed and approved by the City Attorney.

Other issues:

No other issues have been identified.

Previously presented or discussed:

December 21, 2011 City Council authorized the City Manager to submit a grant application to the federal Transportation, Community and System Preservation Program (TCSP).

July 30, 2012 Council was notified by email that the City was successful in receiving the grant.

May 1, 2013 City Council signed Intergovernmental Agreement with CDOT.

March 18, 2015 City Council authorizes City Manager to submit a grant application to Colorado Department of Local Affairs for an Energy Impact Grant.

The North Avenue Complete Streets Project was part of the budget discussions last fall.

Attachments:

Project Map



Colorado
Mesa
University

12th Street

Limits of streetscape
improvements

Median work / right
turn lane paid for by
TCP Funds

23rd St

Lincoln Park

Veterans
Administration
Hospital

Streetscape improvements to
be completed by Veterans
Administration

North Avenue Complete Streets Project Area

CITY COUNCIL MEETING

CITIZEN PRESENTATION

Date: 3.2.16
Citizen's Name: Bruce J. Jomelli
Address: 536 29th
Phone Number: _____
Subject: Room at the Inn

Please include your address, zip code and telephone number. They are helpful when we try to contact you in response to your questions, comments or concerns. Thank you.

CITY COUNCIL MEETING

CITIZEN PRESENTATION

Date: 2 MARCH 2016

Citizen's Name: DANIEL AGAJANIAN

Address: 821 OURAY AVE S.J. 81501

Phone Number: + _____

Subject: THE ALLEY BETWEEN 8TH and 9TH STREET OURAY AVE NEEDS PAVED.

Please include your address, zip code and telephone number. They are helpful when we try to contact you in response to your questions, comments or concerns. Thank you.

ESTIMATED COSTS TO CONSTRUCT

Grand Avenue - Ouray Avenue, 8th Street to 9th Street							
Owners	Address	City/State/Zip	Parcel Number	Legal	Footage	Cost/Foot	Assesment
	801 Ouray Avenue (SF)				50	\$ 15.47	\$ 773.50
	811 Ouray Avenue (SF)				50	\$ 15.47	\$ 773.50
	821 Ouray Avenue (SF)				50	\$ 15.47	\$ 773.50
	823 Ouray Avenue (SF)				50	\$ 15.47	\$ 773.50
	835 Ouray Avenue (SF)				50	\$ 15.47	\$ 773.50
	841 Ouray Avenue (SF)				50	\$ 15.47	\$ 773.50
	853 Ouray Avenue (SF)				50	\$ 15.47	\$ 773.50
	859 Ouray Avenue (SF)				50	\$ 15.47	\$ 773.50
	420 N. 8th St. (NR)				75	\$ 51.56	\$ 3,867.00
	818 Grand Avenue (MF)				80	\$ 25.78	\$ 1,289.00
	828 Grand Avenue (MF)				75	\$ 25.78	\$ 1,933.50
	838 Grand Avenue (NR)				90	\$ 51.56	\$ 2,578.00
	844 Grand Avenue (NR)				50	\$ 51.56	\$ 2,578.00
	850 Grand Avenue (NR)				50	\$ 51.56	\$ 2,578.00
	858 Grand Avenue (NR)				50	\$ 51.56	\$ 2,578.00
Assesable Footage Total:					800		\$ 23,589.50

Contract Services (Geo Tech)	\$ 2,500.00
Construction Admin. & Design	\$ 15,000.00
Construction Cost	\$ 65,000.00
Price Per Foot	\$ 103.13

(Non-Residential) 50%	\$ 51.56
(Single Family) 15%	\$ 15.47
(Multi-Family) 25%	\$ 25.78

Construction Costs Total	\$ 82,500.00
Costs to City (71%)	\$ 58,575.00

Daniel Agojonon / ALLEY PAVEMENT 800 BLOCK BETWEEN

10 MAY 2014 Daniel Agojonon [OURAY and GRAND
(970) 623-3422 821 OURAY AVE

10 MAY 2014 Bob Linder 816 Grand Ave

10 MAY 14 JC Dale it is already paid for twice
853 OURAY AVE 970 986 9522

10 MAY 2014 Cayla Felini 859 Ouray Avenue

10 MAY 2014 841 OURAY AVE owner: FRANK 222 GROVE CT. ASPEN 81611
owner: PIPER INTERESTED IN PAVING
owner: HESER (970) 925-2088
ASPEN

MAY 15 2014 835 Ouray Ave RALPH BERRY own owner
Have Interest In Paved Alley
There was ASPHALT PAVING prior to sewer

5/14/14 JENY STRO
850 Grand Ave - owner
G.T. G.L. 295-8430

05.16.2014 CLIFF SPRINKLE CHUCK
829 OURAY AVE INTERESTED IN PAVING ALLEY
G.S. CO 81501

858 Grand Ave SA/lon

838 Grand Ave 201.5209

844 Grand Ave F.D. T. T.

CITY COUNCIL MEETING

CITIZEN PRESENTATION

Date: 03/02/16

Citizen's Name: Richard Swingle

Address: 443 Mediterranean Way

Grand Junction, CO 81507-4525

Phone Number: _____

Subject: Feedback - Club 20 Telecommunications Committee

Please include your address, zip code and telephone number. They are helpful when we try to contact you in response to your questions, comments or concerns. Thank you.

City of Grand Junction City Council Meeting March 2, 2016

Feedback Club 20 Telecommunications Committee

Prepared by: Richard Swingle

Feedback Club 20 Telecommunications Committee Meeting Topics – February 11, 2016

- DOLA Middle Mile/Project Updates
 - Pitkin County – population 17,148
 - Rio Blanco County – population 6,666
 - City of Montrose
- Update on CAF I and II Funding – CenturyLink
- High Cost Fund and Current PUC Ligation – CenturyLink
- Colorado Senate Bill 2016-067 (SB16-067) – CenturyLink
- Tele-Health and Western Colorado – CenturyLink

Feedback Club 20 Telecommunications Committee Meeting Summary – February 11, 2016

- DOLA Middle Mile/Project Updates – Biggest Issue
 - Pitkin County
 1. Getting “Right-of-Ways”
 2. Ski resort and second homes being criticized for lack of broadband availability
 - Rio Blanco
 1. Getting our easement and permitting processes streamlined
 2. Lost corporate relocation opportunities due to our lack of a broadband offering
 - City of Montrose – “Right-of-Ways”

Grand Junction City Council- March 2, 2016

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Feedback Club 20 Telecommunications Committee Meeting Summary – February 11, 2016

Colorado Senate Bill 2016-067 (SB16-067)

- Creates a property tax exemption for any locally assessed personal property that:
 - A Broadband provider acquires on or after January 1, 2016
 - Is directly used by the broadband provider or any other person to provide broadband service
 - “any personal property, such as electronics, equipment, transmission facilities, and fiber optic or copper cables ... is exempt from levy and collection of property tax.”
 - “Broadband service means any communications ... voice, data, graphics ... at speeds of at least 10 Megabits per second for download and 1 Megabit upload”
- Century Link asked for Club 20 resolution in support of SB16-067
- Club 20 has declined to endorse

Grand Junction City Council- March 2, 2016

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