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**CITY COUNCIL AGENDA
WEDNESDAY, OCTOBER 3, 2012
250 NORTH 5TH STREET
6:30 P.M. – PLANNING DIVISION 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

Proclamations

Proclaiming the Month of October 2012 as “Childhood Cancer Awareness Month” in the City of Grand Junction

Proclaiming the Month of October 2012 as “Homelessness Awareness Month” in the City of Grand Junction

Proclaiming the week of October 7 through October 13, 2012 as "Fire Prevention Week" in the City of Grand Junction

Proclaiming October 6, 2012 as “Oktoberfest Day” in the City of Grand Junction

Certificates of Appointment

To the Urban Trails Committee

Revised October 3, 2012

*** Indicates Changed Item*

**** Indicates New Item*

® Requires Roll Call Vote

REVISED

Appointments

To the Planning Commission/Zoning Board of Appeals

Council Comments

Resolution No. 39-12—A Resolution Opposing Amendment 64 on the November 6, 2012 General Election Ballot [Attachment](#)

®Action: *Adopt Resolution No. 39-12*

Citizen Comments

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

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

Action: Approve the Minutes of the September 18, 2012 Joint Persigo Meeting, the September 19, 2012 Special Session, and the September 19, 2012 Regular Meeting

2. **Setting a Hearing on Zoning the Rohner Annexation, Located at 249 Abraham Avenue** [File #ANX-2012-374] [Attach 2](#)

A request to zone the Rohner Annexation, consisting of one parcel, 0.44 acres, located at 249 Abraham Avenue, to an R-4 (Residential – 4 units) zone district. The Rohner Annexation area is 1.63 acres, containing 51,595 square feet of public right-of-way.

Proposed Ordinance Zoning the Rohner Annexation to R-4 (Residential – 4 Units), Located at 249 Abraham Avenue

Action: Introduction of a Proposed Ordinance and Set a Hearing for October 17, 2012.

Staff presentation: Lori V. Bowers, Senior Planner

3. **2013 Mesa County Animal Control Services Agreement** [Attach 3](#)

The City has an ongoing, annually renewable agreement with Mesa County for animal control services within the City limits. The City pays the County a percentage of the Mesa County Animal Services' budget based upon the City's percentage of total calls for service.

Action: Approve and Authorize the Mayor to Sign the 2013 Agreement between Mesa County and the City of Grand Junction Pertaining to Animal Services

Staff presentation: John Shaver, City Attorney

4. **CDBG Subrecipient Contracts with St. Mary's Foundation, Counseling and Education Center, and Grand Valley Catholic Outreach for Previously Allocated Funds within the 2012 Community Development Block Grant (CDBG) Program Year** [File #CDBG 2012-02; 2012-03; 2012-04; 2012-05; 2012-08; and 2012-11] [Attach 4](#)

The Subrecipient Contracts formalize the City's award of a total of \$54,263 to various housing and non-profit organizations allocated from the City's 2012 CDBG Program as previously approved by Council.

Action: Authorize the City Manager to Sign the Subrecipient Contracts with St. Mary's Foundation, the Counseling and Education Center, and Grand Valley Catholic Outreach for the City's 2012 Program Year Funds

Staff presentation: Tim Moore, Deputy City Manager
Kristen Ashbeck, Senior Planner/CDBG Administrator

5. **Contract for Outsourced Printing and Copying Services** [Attach 5](#)

This Printing and Copying Services contract was last awarded in 2008 and expires this year. The nature of this contract lends itself to more than one vendor due to the many diverse and complicated printing and copying projects required by City departments. The goal is to once again split the award between two local providers.

Action: Authorize the City Purchasing Division to do a Split Award between Peczuh Printing and Adams Lightning Quick Print for an Annual Amount of Approximately \$62,000

Staff presentation: Jay Valentine, Internal Services Manager

6. **Office Furniture Purchase for the Fire Administration Building Remodel**

[Attach 6](#)

This award is for the purchase, assembly, and installation of furnishings for the new Fire Administration Building. The furnishings for this building will include the new furniture being awarded with this contract as well as the re-use of existing furniture from the former Police Building.

Action: Authorize the Purchasing Division to Enter Into a Contract with ProSpace Interiors of Grand Junction, Colorado for the Purchase, Assembly, and Installation of Furniture for the Fire Administration Building in the Amount of \$89,583.35

Staff presentation: Ken Watkins, Fire Chief
Jay Valentine, Internal Services Manager

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

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

7. **Contract for an On-site Hypochlorite Generation System Storage Building**

[Attach 7](#)

Request to enter into a contract with Mor Storage Inc., Grand Junction, CO to construct a new storage building to house the On-site Hypochlorite Generation System at the Water Treatment Plant.

Action: Authorize the City Purchasing Division to Enter into a Contract with Mor Storage, Inc., Grand Junction, CO in an Amount of \$106,450

Staff presentation: Greg Trainor, Public Works, Utilities, and Planning Director
Jay Valentine, Internal Services Manager

8. **Purchase of Bronze Sculpture for Exterior of the Fire Administration Building in the Public Safety Complex**

[Attach 8](#)

Staff is requesting approval of the purchase of the artwork that was chosen for the exterior of the Fire Administration Building at the Public Safety Complex. The selection committee is recommending the sculpture "When I Grow Up" by sculptor Austin Weishel for \$65,500.

Action: Authorize the Purchase of the Bronze Sculpture "When I Grow Up" from Austin Weishel in the Amount of \$65,500

Staff presentation: Rob Schoeber, Parks and Recreation Director
Ken Watkins, Fire Chief

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

10. **Other Business**

11. **Adjournment**

**CITY OF GRAND JUNCTION, COLORADO
RESOLUTION NO. __-12**

**A RESOLUTION OPPOSING AMENDMENT 64 ON THE NOVEMBER 6, 2012
GENERAL ELECTION BALLOT**

RECITALS.

Amendment 64, an initiated ballot measure to amend the Colorado Constitution, has been certified for consideration by the voters of the State of Colorado at the November 6, 2012 election.

Amendment 64 would among other things change Article 18 of the Colorado Constitution regarding the possession and consumption of marijuana.

- Amendment 64 conflicts with Federal law.
 - Under Federal law the production and distribution of marijuana is illegal and will remain so even if Colorado voters approve Amendment 64.
 - If Amendment 64 passes marijuana users will still be subject to Federal criminal prosecution.
 - Property and assets earned by or associated with marijuana establishments would be subject to federal asset seizure laws.
- Amendment 64 would make Colorado one of the first states to legalize the recreational use of marijuana.
- Amendment 64 would allow retail marijuana stores and would make it legal for anyone 21 years or older to buy marijuana at those stores.
- Amendment 64 would allow anyone 21 years or older to legally possess and consume up to one ounce of marijuana, equivalent to approximately 60 joints.
- The Colorado Legislature would be limited in implementing regulations because Amendment 64 is a Constitutional amendment.
 - The Amendment provides no restrictions on the quantity of marijuana products retail stores can stock;
 - There are no residency requirements, therefore allowing out-of-state dealers and users to purchase marijuana legally in Colorado; and

- There are no restrictions on where individuals could grow marijuana plants, including residential areas.
- There are currently not sufficient numbers of police officers in the state to effectively prevent the diversion of marijuana to youth and individuals in other states.
- The City may prohibit the operation of marijuana establishments through the adoption of an ordinance or through a referred measure, but if Amendment 64 is approved people will still be able to lawfully possess and use marijuana as well as grow up to 6 plants.
- There are inherent public safety risks to the adoption of this amendment including the risk that marijuana becomes accessible to minors, drug dealers and out-of-state residents in addition to the establishment of private “marijuana clubs.”
- Because the possession, manufacture and sale of marijuana remains illegal under federal law, state and local government employees who carry out job responsibilities under state marijuana laws may not be immune from federal charges and liabilities.
- The cost of enacting ordinances, elections and the implementation of regulations would be borne by the local government with no state funding provided.

The City Council, after due and careful consideration has determined that the passage of Amendment 64 will cause significant negative impact to our community.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Grand Junction does hereby oppose Amendment 64 and urges the defeat of such measure for the reasons stated.

Dated this ___ day of _____ 2012.

President of the Council

ATTEST:

City Clerk

Minutes of Previous Meetings

**GRAND JUNCTION CITY COUNCIL
and
BOARD OF COUNTY COMMISSIONERS FOR MESA COUNTY**

**JOINT PERSIGO MEETING MINUTES
September 18, 2012**

Call to Order

The Grand Junction City Council and the Mesa County Commissioners Joint Persigo meeting was called to order by Council President Bill Pitts at 2:00 p.m. on September 18, 2012 in the City Auditorium, City Hall, 250 N. 5th Street.

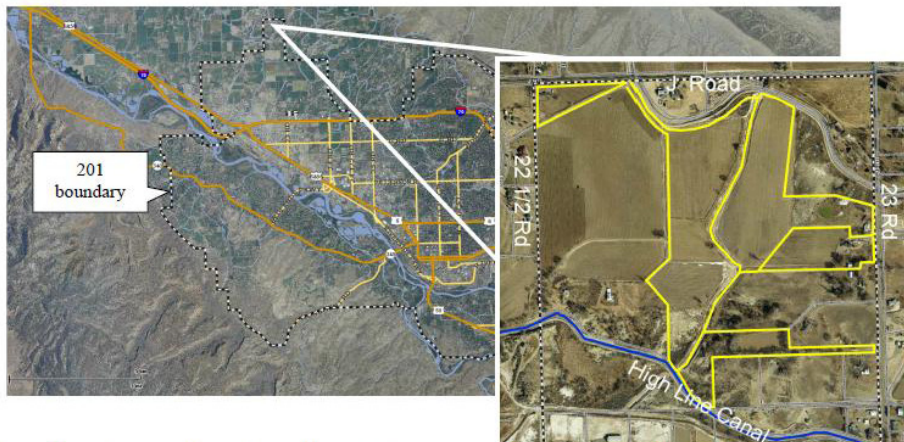
City Councilmembers present were Bennett Boeschstein, Teresa Coons, Jim Doody, Tom Kenyon, Laura Luke, Sam Susuras, and Council President Bill Pitts. County Commissioners present were Janet Rowland and Chair Craig Meis. Commissioner Steve Acquafresca was absent.

Also present were City Staffers City Manager Rich Englehart, City Attorney John Shaver, Utilities, Streets, and Facilities Director Greg Trainor, Utilities, Streets, and Facilities Deputy Director Terry Franklin, Utilities Engineer Bret Guillory, Principal Planner Dave Thornton, and City Clerk Stephanie Tuin.

County Staffers present were County Administrator Chantal Unfug, County Attorney Lyle Dechant, Public Works Director Pete Baier, Planning Director Linda Dannenberger, Assistant County Attorney David Frankel, and Clerk to the Board Bert Raley.

Public Hearing – Consideration of Exclusion for:

- a. **at least five specific properties, 959 23 Rd., 973 23 Rd., 977 23 Rd., 2251 J Rd., and 2271 J Rd.**
- b. **the entire area between the Grand Valley Irrigation Company Highline Canal, north to J Rd., between 22 ½ Rd. to 23 Rd.**



Area Map - Properties requesting to be removed from Persigo 201 Boundary

Council President Pitts opened the public hearing at 2:00 p.m.

Greg Trainor, Utilities, Streets, and Facilities Director, presented this item. He reviewed the history of the Persigo Waste Water Treatment Plant which was completed in 1984. Prior to the completion of the Persigo Plant, there were capacity issues with the existing sewer plant and there was development occurring in the Redlands area. The Persigo Plant was a showpiece for the Grand Valley then, and continues to be so 28 years later thanks to the support of the City Council and County Commissioners.

Regarding the exclusion request, Mr. Trainor said they received a request from five property owners in an area from 22 ½ Road to 23 Road and south of J Road bounded by the Grand Valley Highline Canal to the south. Notices were published and mailed to all property owners in the area. Notices also were sent to property owners within five hundred feet of the area being discussed. Mr. Trainor spoke to six individuals and invited them to attend the hearing. The individuals he spoke with did not seem to object to the exclusion proposal.

He described the area for exclusion and said the area sits at the top of a hill with agriculture and is characterized with deep ravines and crossed by the canals. Some development has occurred to the west. One street is named Priscilla's Way and north of J Road is Pritchard Mesa Way, both areas with large lots. The properties under consideration are owned by the Roper family.

The current zoning for the area is Rural, RSF-R, where the minimum lot size is five acres. The Comprehensive Plan Future Land Use Designation is Rural which is five to ten acres per unit.

The two options for consideration are to exclude the five properties that specifically requested exclusion or to exclude the entire area that includes 17 properties and is bounded by J Road to the north, 22 ½ Road to the west, 23 Road to the east, and the Grand Valley Highline Canal to the south. The nearest sewer is two miles to the south and west of the area. If the area were ever to be sewered, it would be done by either property owners or developers and with the current zoning and the future zoning, it is doubtful that it would be developed to a density that would pay for extension of the sewer. Staff is recommending either option. He noted the applicants are present.

Councilmember Coons asked why the area was initially included in the boundary two years ago as part of a large inclusion. Mr. Trainor deferred to Staff to answer the question.

David Thornton, Principal Planner, advised that between 2007 and 2010 there were many Comprehensive Plan meetings and the public was asked if they wanted to be included in the Urban Planning Area. In this area there were some that expressed interest. With the finalization of the Comprehensive Plan it was determined that the

canal made sense as a boundary for the Urban Growth Area so the area north of the canal was not included in the Urban Growth Boundary. That area remained a Rural designation in the Comprehensive Plan.

Councilmember Boeschstein asked where the nearest sewer line to these properties is located. Mr. Trainor said the drainage basin runs to the southwest and the current sewer line ends at 22 Road and H Road. Councilmember Boeschstein noted there is some development. Mr. Trainor concurred but noted they are all large lots.

Councilmember Kenyon asked if the other property owners in the area were contacted and if they are ok with being excluded. Mr. Trainor said they were sent notice. He spoke with no one within the boundary that hadn't requested the exclusion, with the exception of one couple in the audience. The couple advised they are outside of the area being considered.

Council President Pitts asked for public comments.

Dave Roper, 2251 J Road and also 2271 J Road, said he was aware he was in the 201 sewer boundary but did not understand the implications of it. It was recently brought to light that a term in his parents' will required a five acre parcel be split off in order to divide the land among the four siblings. They have no plans to develop but the cost to subdivide would require sewerage and that would be too costly. Therefore, they are asking for exclusion. No one he spoke to in the area was opposed to exclusion and most did not even realize they were in the boundary.

Darrel Sartin, 989 Priscilla's Way, lives just to the west of the area for exclusion. He reiterated that he would be happy to see the exclusion take place. Most of the lots in his area are five acres. Urban development to the east would be significant and undesirable. There is a loop to the north which is the Highline Canal; the canal being referred to on the maps displayed is actually the Main Line Canal.

Kelsy Sharp, 995 Priscilla's Way, thought it would not be prudent to just exclude a few of the parcels. She would rather the whole area be excluded to make the area grow the way that it is, rural, larger lot setting. She agreed the canal is a better and more natural barrier for ongoing development.

There were no other public comments.

Commission Chair Meis said he was concerned that there is no clear reason to include or exclude these properties. He is also concerned that there has been no dialog with the other property owners being considered for exclusion.

Mr. Trainor concurred this is a valid point. They were notified, however, and the notice included both options: excluding the five properties or excluding the entire area.

Commission Chair Meis suggested a provisional motion be made to exclude the five properties and then contact the others and bring those properties up for exclusion later.

Commissioner Rowland voiced concerns that the comment was made that some did not even know they were included in the 201 boundary.

Councilmember Boeschstein asked how the others were notified; was it certified mail, return receipt? Mr. Trainor stated they were mailed a copy of the notice that was in the newspaper, not return receipt.

Commissioner Rowland asked what type of notice was mailed, noting that without an envelope it might be perceived as junk mail and not read. Mr. Trainor advised the notices were not within an envelope.

Commission Chair Meis asked County Attorney Lyle Dechant if such a motion could be made. He and City Attorney John Shaver agreed it would be better to exclude the five properties and then bring the others back for consideration at another meeting.

Councilmember Doody recognized Mr. Sartin in the audience and allowed him to speak.

Mr. Sartin explained his recollection on how the inclusion came about 2 ½ years ago.

Councilmember Boeschstein suggested tabling the issue until each of the other owners are sent a notice by return receipt to ensure they all receive the notice.

Councilmember Doody suggested the five be considered at this time and then bring the others back at the next annual meeting.

Councilmember Coons agreed. These five have requested exclusion and there is no reason to delay that.

Councilmember Kenyon agreed. He said it is rarely prudent to wrap everything in one package. The five that have requested exclusion, that is fine, but he would like to see more process before the others are excluded.

Councilmember Luke said it would be presumptuous to exclude the whole area; she would rather just exclude the five being requested.

Councilmember Susuras also agreed with choosing option a) the option to exclude the five specific properties. He asked if any of the property lines extend past the canal. Mr. Trainor said the canal is the boundary.

Commissioner Rowland moved to exclude the five properties: 959 23 Rd., 973 23 Rd., 977 23 Rd., 2251 J Rd., and 2271 J Rd. Commission Chair Meis seconded. Motion carried.

Councilmember Susuras moved to exclude the five properties; 959 23 Rd., 973 23 Rd., 977 23 Rd., 2251 J Rd., and 2271 J Rd. from the Persigo boundary. Councilmember Coons seconded the motion. Motion carried by roll call vote with Councilmember Boeschstein voting NO.

System updates:

Greg Trainor, Utility, Streets, and Facilities Director, introduced these items.

a. Compressed Natural Gas Project

Mr. Trainor advised that they have met with Xcel Energy several times to determine the quality of natural gas in order to place the City gas from the Persigo Plant into the Xcel Energy system. The Plant Manager has been working on pricing the cost of equipment in order to scrub the gas. The information is not complete yet. There are options, to place into the Xcel Energy system, or place into the system and then use it to fuel the natural gas vehicles in the fleet, or use the gas directly at the treatment plant for the coal fired generators. A grant application was made to the Bloomberg Foundation for one million dollars; the grant will be for using alternative energy sources with the plan to use the gas in the Compressed Natural Gas (CNG) vehicles in the City's and County's fleet.

Councilmember Luke asked about the coal fired equipment mentioned. Mr. Trainor clarified the methane would fuel gas powered generators.

b. Additional Solar at Persigo

Utilities, Streets, and Facilities Deputy Director Terry Franklin said they are using up to 7,000 gallons of CNG each month for the fleet at a cost of about 80 to 85 cents per gallon so it has been a really good investment.

Regarding the solar project, there have been numerous attempts to complete projects on their own but to a small degree. In July 2011 he presented a proposal from Sunsense Solar who went out and applied through Xcel for energy credits and that system has since been installed, a 100 kW system, and that is working very well. The newest proposal is to add another 400 kW to the Persigo System. Sunsense Solar submitted an application to obtain energy credits. There is potential savings of \$10,000 per year in kilowatt demand. That, with other savings, is \$354,000 savings in 20 years. On the other hand, if the plant were to buy the system, the savings would be a potential savings of \$944,000 over 20 years especially by shaving off the demand peak. Even borrowing the money from another fund at 2% interest would still be a big savings.

Councilmember Coons asked about the timeline on responding to the proposal. Mr. Franklin replied it would be June of 2013.

Mr. Trainor noted that electricity is one of the biggest expenses at the plant so they are always looking for ways to save those costs.

c. UV Disinfection and other Plant Improvements

Mr. Trainor spoke to the improvements that have been made at the plant, specifically a change to UV disinfection thereby eliminating the use of chlorine gas. There have been upgrades of supervisory controls at the Wastewater Treatment Plant which will help in energy savings. With the help of the County, the charges for disposing of bio-solids at the landfill have been renegotiated for a significant savings. Mr. Trainor then addressed other upcoming improvements including a new TV camera and an operator in the next budget cycle.

d. Future Nutrient Standards and Responses to Comply with Standards

Mr. Trainor spoke regarding meeting the nutrients standards. It is not known what the standards will be, what technology will be available to remove those nutrients, and as a result it is unknown what the cost will be. They have added significant funding in the long range business plan in order to meet those forthcoming standards. They plan to have eleven million dollars set aside by 2023 to comply with the new standards. There is a small pilot project to modify aeration basins at the Wastewater Plant to reduce the amount of ammonia that is ending up in the river; this would also apply to nutrient removal as well.

e. Dissolution of Central Grand Valley Sanitation District

Mr. Trainor advised that for the November election, voters on the Central Grand Valley Special Sanitation District will be voting whether to dissolve the special district. There was a special meeting chaired by Central Grand Valley asking for support of the dissolution. The Persigo Plant currently treats the waste and with the dissolution will also manage that portion of the collection system.

Commission Chair Meis asked about rates in that area. Mr. Trainor said they would pay the same as other Persigo customers which will be a \$2.90 per month reduction from their current bill and the tap fees would also be reduced by \$2,300.

Review of Draft Financial Plan and Sewer Rate Recommendations

Utilities, Streets, and Facilities Director Greg Trainor noted that the long range financial planning has really been a valuable tool. There have been no rate increases during the economic downturn. They are proposing a modest increase in 2013, i.e., \$2.02 per month for residential rates. As a result of the lack of increases in the last few years

there has been a down spending of the fund balance. Without an increase, the fund balance would be depleted in the future. The target fund balance is \$1.5 million.

Mr. Trainor showed a comparison of the rates for other entities for sewer services across the Western Slope; the Persigo Plant is still the lowest. One reason that low rates were maintained was because of federal government participation in the initial construction of the plant and there is no debt payment.

Schedule for Budget Review and Adoption

Utilities, Streets, and Facilities Director Greg Trainor said sometime in October, County Public Works Director Pete Baier will schedule time with the Commissioners to review the budget for the Persigo Plant.

Other Business

There was none.

Adjournment

Council President Pitts adjourned the meeting at 3:15 p.m.

Stephanie Tuin, MMC
City Clerk

GRAND JUNCTION CITY COUNCIL

SPECIAL SESSION MINUTES

SEPTEMBER 19, 2012

The City Council of the City of Grand Junction, Colorado met in Special Session on Wednesday, September 19, 2012 at 5:00 p.m. in the Administration Conference Room, 2nd Floor, City Hall, 250 N. 5th Street. Those present were Councilmembers Bennett Boeschstein, Teresa Coons, Jim Doody, Tom Kenyon, Laura Luke, Sam Susuras, and President of the Council Bill Pitts. Also present were City Manager Rich Englehart, City Attorney John Shaver, and Human Resources Director Claudia Hazelhurst.

Council President Pitts called the meeting to order.

Councilmember Susuras moved to go into Executive Session for Personnel Matters Under Section 402 (4)(F)(I) of the Open Meetings Law regarding City Council Employees Specifically Administration Personnel and to confer with and receive legal advice from the City Attorney, under Section 402 (4) (B) of the Open Meetings Law regarding Flooding Claim. Councilmember Boeschstein seconded the motion. Motion Carried.

The City Council convened into executive session at 5:02 p.m.

Stephanie Tuin, MMC
City Clerk

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

September 19, 2012

The City Council of the City of Grand Junction convened into regular session on the 19th day of September, 2012 at 7:00 p.m. in the City Auditorium. Those present were Councilmembers Bennett Boeschstein, Teresa Coons, Jim Doody, Tom Kenyon, Laura Luke, Sam Susuras, and Council President Bill Pitts. Also present were City Manager Rich Englehart, City Attorney John Shaver, and City Clerk Stephanie Tuin.

Council President Pitts called the meeting to order. Councilmember Luke led the Pledge of Allegiance, followed by moment of silence.

Presentations/Recognitions

August Yard of the Month

Tom Ziola, Forestry Supervisor, and Steve Watson, Forestry Board member, were present to award the Yard of the Month for August to Carol and Terry Lofsvold at 3648 Bell Court. Mr. and Mrs. Lofsvold were present to receive the award and they thanked the City Council. Mrs. Lofsvold also thanked the City for the Spring Cleanup and all the other things the City does.

Grand Valley Transit/Greyhound Facility Update

Todd Hollenbeck, Grand Valley Transit, presented this item. He updated the City Council on the last meeting of the Grand Valley Transit (GVT) Committee. A recent idea was to place Greyhound Bus Service at the GVT's current facility at 525 S. 6th Street. They have sufficient capacity at the location. Mr. Hollenbeck is presenting the idea to each of the entities in the valley so they are aware. He can answer any questions and the idea will continue to be discussed.

Councilmember Luke said she wanted the City Council to have the opportunity to enter into the discussion and conversation.

Councilmember Coons asked if there will be an open house with site plan and details on how it might work. Mr. Hollenbeck said they are planning that but they have not determined when or where.

Councilmember Coons said it sounds like a reasonable idea.

Councilmember Boeschstein said he thought it would be a great idea. He is aware that a combination with Amtrak was also considered.

Councilmember Doody inquired about the previous grant. Mr. Hollenbeck advised that the previous grant went away but there are other grant opportunities.

Councilmember Kenyon said he thought it was a great connection between the two services and he hopes it will continue to be pursued.

Councilmember Luke said she appreciates the work that has been done and the conceptual work sounds like it will be beneficial to the community.

Proclamation

Councilmember Susuras said he and Councilmember Coons attended a meeting with Club 20, and the Union Pacific Railroad presented the City with a proclamation for being a Train Town USA. Councilmember Susuras read the proclamation and Councilmember Coons held the plaque that was presented to them.

Proclaiming the Week of September 17 through September 23, 2012 as "Constitution Week" in the City of Grand Junction

Councilmember Coons read the proclamation. Daughters of the American Revolution (DAR) Chapter Regent Beverly McIntyer and Constitution Week Chairperson Christine Grodt were present to receive the proclamation. Ms. McIntyer detailed the history of the Constitution and said it was an honor to accept the proclamation. DAR is having their fall meeting in Grand Junction on Saturday and they expect about 100 attendees.

Certificate of Appointment

To the Ridges Architectural Control Committee

Jeffery Fleming was present to receive his certificate of appointment for the Ridges Architectural Control Committee. He said he loves the Ridges and he hopes to keep it looking sharp. He thanked the City Council for what they do.

Appointments

To the Urban Trails Committee

Councilmember Boeschstein moved to ratify the reappointments of Julie Sabin and Jennifer Moore and the appointments of Dr. Scott McBrayer and Benjamin Blom for three year terms expiring June 2015, and the appointments of Rosa Brey and Dave Grossman for two year terms expiring June 2014, all to the Urban Trails Committee. Councilmember Doody seconded the motion. Motion carried.

Council Comments

Councilmember Doody said several Councilmembers went out to the Airport today to see the Blue Angels come in. The Air Show is this weekend and he encouraged attendance.

Councilmember Boeschstein said he and Councilmember Doody attended the Suicide Prevention Coalition meeting and it was an interesting meeting. He and Councilmember Susuras attended the Colorado River meeting last week at Two Rivers and that too was interesting.

Citizen Comments

There were none.

CONSENT CALENDAR

Councilmember Kenyon moved to adopt the Consent Calendar and then read the Consent Calendar items #1-3. Councilmember Coons seconded the motion. Motion carried.

1. Minutes of Previous Meeting

Action: Approve the Minutes of the September 5, 2012 Regular Meeting

2. CDBG Subrecipient Contract with Mesa Developmental Services for Previously Allocated Funds within the 2012 Community Development Block Grant (CDBG) Program Year [File #CDBG 2012-09]

The Subrecipient Contract formalizes the City's award of \$25,000 to Mesa Developmental Services allocated from the City's 2012 CDBG Program as previously approved by Council.

Action: Authorize the City Manager to Sign the Subrecipient Contract with Mesa Developmental Services for the City's 2012 Program Year Funds

3. Purchase of Skid Steer Loader

The Streets and Storm Water divisions currently share one skid steer loader. This purchase will give each division the tools needed to provide service to the citizens of the City of Grand Junction.

Action: Authorize the City Purchasing Division to Purchase a 2012 Bobcat S650 Skid Steer Loader from Bobcat of the Rockies in the Amount of \$72,371

ITEMS NEEDING INDIVIDUAL CONSIDERATION

Public Hearing—Amendment to Section 21.04.040(f)(5) of the Grand Junction Municipal Code Concerning Occupancy of Accessory Dwelling Units [File #ZCA-2012-356]

This amendment to Section 21.04.040(f)(5) would eliminate the owner occupancy requirement for accessory dwelling units in zones R-8, R-12, R-O and B-2.

The public hearing was opened at 7:20 p.m.

Tim Moore, Public Works and Planning Director, introduced this item and the following item which are both amendments to the Municipal Code. Both have gone through the process and the Planning Commission recommends the adoption of both. The first amendment refers to occupancy in accessory dwellings. The second item is the standards for racing pigeons.

Lisa Cox, Planning Manager, presented this item. She said that in the higher density residential zone districts, many people are purchasing residences that have some sort of accessory dwelling units, either detached or as part of the main dwelling unit, and they would like the opportunity to rent both units out. This will accommodate students or perhaps elderly parents. The provision is to modify that section of the Code to eliminate the requirement that either unit be occupied by the property owner. Recently the utility company made a comment regarding the shared utility meter; there may be an occasion where the company would want a separate meter. She put forth an amendment to the ordinance to accommodate the utility provider. The Planning Commission considered the proposal at their August 14, 2012 meeting. There were no members of the public present and there were no letters of opposition.

There were no public comments.

The public hearing was closed at 7:27 p.m.

Councilmember Luke asked fellow Councilmembers in the real estate profession if they saw any problems with selling these units.

Council President Pitts said he did not see any problems.

Councilmember Kenyon said it is his experience that rarely do the owners actually live in the accessory units so this change coincides with what is actually occurring.

Ordinance No. 4553—An Ordinance Amending Section 21.04.040(f)(5) of the Grand Junction Municipal Code Eliminating the Owner Occupancy Requirement for Accessory Dwelling Units in Zones R-8, R-12, R-O, and B-2

Councilmember Susuras moved to adopt Ordinance No. 4553 with the amendment put forth and ordered it published in pamphlet form. Councilmember Coons seconded the motion. Motion carried by roll call vote.

Public Hearing—Amendment to Section 21.04.030(a) of the Grand Junction Municipal Code to Add Use-Specific Standards for Racing Pigeons [File #ZCA-2012-357]

This amendment to Section 21.04.030(a) will add use-specific standards related to racing pigeons that were eliminated when the Code was updated in 2010.

The public hearing was opened at 7:29 p.m.

Lisa Cox, Planning Manager, presented this item. She said the amendment to the Municipal Code will add back in the provisions for racing pigeons. They were eliminated as they thought the provisions were obsolete. The elimination of those provisions, however, prohibited the keeping of racing pigeons in the City. Therefore the proposed amendment provides specific standards for racing pigeons and assures the neighbors and surrounding property owners that the keeping of pigeons will not become a nuisance. The Planning Commission made a recommendation of approval. There are some members of the public present on this matter.

Councilmember Doody asked about the maximum number of birds that can be kept. Ms. Cox said the number is based on the size of the property. The ordinance provides that fifty or less performing birds are allowed on a half acre or less. Performing birds must be of a certain age.

Councilmember Susuras asked if a permit is required. Ms. Cox said there is no permit required. The standards govern the keeping of racing pigeons and any violation would be a Code violation.

Councilmember Coons noted the provision requires that they must be a member of the racing pigeon club and the club ensures that the pigeons are kept and maintained in a humane and careful way.

Ms. Cox said the club is very proud of the hobby and they are self policing. The City would rely on that.

Councilmember Boeschstein asked if there are standards for how often the cages are cleaned and where the droppings are disposed of. Ms. Cox said the Code amendment does not address that specifically but the Code does require sanitary standards.

Councilmember Luke asked if there were any noise issues. Ms. Cox said there were no noise complaints. Noise levels were addressed in the material submitted to the City. The

ambient level of noise in the coop is relative to the standards in the community. It is louder than conversation but less than traffic noise for 50 to 100 birds.

Councilmember Boeschstein asked if the Planning Division considered just limiting this to rural zones. Ms. Cox said they did not but they do propose a fifty foot separation from another residential or commercial building. A 100 foot separation was initially considered but the racing community objected believing that to be overly excessive.

Steve Bolen, 325 West Highland Drive, he said he has pigeons at 2630 F ½ Road. He has several gardeners take the pigeon droppings for fertilizer and the noise is not excessive.

Councilmember Coons asked him to describe the racing pigeon sport. Mr. Bolen said they are banded at 7 days old. A chip slides into the band and that is how they clock the race. They fly up to a 250 mile race. They get together on a Friday night and they scan their bands and then someone drives the birds out to a trail and when the birds come home they scan the band and see who won.

Councilmember Luke asked how long the birds are allowed to fly. Mr. Bolen said about an hour and a half twice a day and the races are overnight. She asked how many times do they not return. Mr. Bolen said they have some hawk predation and sometime issues with planes but the pigeons usually come home.

Jerry Donaldson, Delta, said military pigeons were used in the service and pigeon organizations all over the U.S. donated pigeons for messenger birds and they saved thousands of lives. They were used in Vietnam. The American Racing Pigeon Union (AU) has always backed the military and provided them with pigeons. They are in every major city in the U.S. It is a big sport. In Florida the drug companies use them to carry medicine when the highways are too congested to transport the medicine.

There were no other public comments.

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

Ordinance No. 4554—An Ordinance Amending Section 21.04.030(a) of the Grand Junction Municipal Code to Add Use-Specific Standards for Racing Pigeons

Councilmember Susuras moved to adopt Ordinance No. 4554 and ordered it published in pamphlet form. Councilmember Doody seconded the motion.

Councilmember Doody said he enjoys sports and likes to watch other animals in sport. He knows some of the history of carrier pigeons. He was amazed at the use of the microchip.

Councilmember Boeschstein asked how any violation would be handled. City Attorney Shaver explained that any complaint would initiate a code enforcement investigation and the City would try to gain voluntary compliance.

Councilmember Boeschstein said that the City Council received over one thousand emails opposing this ordinance; he asked if they are part of the record. City Attorney Shaver responded they are not but that they can be incorporated into the record if the City Council so desires.

Councilmember Susuras said he received about two thousand emails and none had a name or a return address so he would recommend that they not be made part of the record.

Councilmember Boeschstein asked if the emails can be traced. City Attorney Shaver said the Information Technology (IT) department may be able to find the host but probably not a specific sender.

Councilmember Boeschstein said, as a resident of the downtown, there is a huge pigeon population and they are a nuisance.

Councilmember Coons said the emails were basically akin to a letter writing campaign generated by PETA.

Councilmember Kenyon said he was grateful this was brought back to the City Council, as many times changes are made without full information. This is a benefit to the community.

Councilmember Doody said he hunts, shoots and eats fowl, and red meat but this is western Colorado and that is what we do. Racing pigeons are a great hobby.

Motion carried by roll call vote with Councilmember Boeschstein voting NO.

Non-Scheduled Citizens & Visitors

There were none.

Other Business

There was none.

Adjournment

The meeting was adjourned at 7:58 p.m.

Stephanie Tuin, MMC
City Clerk



Attach 2

CITY COUNCIL AGENDA ITEM

Date: September 20, 2012
Author: Lori V. Bowers
Title/ Phone Ext: Senior Planner / 4033
Proposed Schedule: First Reading October 3, 2012 and set a hearing for October 17, 2012
2nd Reading: Oct. 17, 2012
File #: ANX-2012-374

Subject: Zoning the Rohner Annexation, Located at 249 Abraham Avenue
Action Requested/Recommendation: Introduce the Proposed Zoning Ordinance and Set a Hearing for October 17, 2012
Presenter(s) Name & Title: Lori V. Bowers, Senior Planner

Executive Summary:

A request to zone the Rohner Annexation, consisting of one parcel, 0.44 acres, located at 249 Abraham Avenue, to an R-4 (Residential – 4 units) zone district. The Rohner Annexation area is 1.63 acres, containing 51,595 square feet of public right-of-way.

Background, Analysis and Options:

The property requesting annexation into the City is located at 249 Abraham Avenue. There are two dwelling units on this parcel, addressed as Units 1 and 2. They were constructed in 2003. When construction on the dwelling units was completed, the owner/developer chose to condominiumize the units instead of subdividing them. The new owners of Unit 1 initiated the request for annexation. They also initiated a request to subdivide the lot into two lots so each dwelling unit would sit on its own lot and terminating the condominium status. The owners of Unit 2 are supportive of the request and are a party to this application.

Under the 1998 Persigo Agreement with Mesa County, the City shall zone newly annexed areas with a zone that is either identical to current County zoning or conforms to the City’s Comprehensive Plan Future Land Use Map. The proposed zoning of R-4 conforms to the Future Land Use Map, which has designated the properties as Residential Medium Low. The zoning designation of R-4 is also similar to the County zoning of RSF-4 (Residential Single Family – 4 units per acre).

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

Goal 1: To implement the Comprehensive Plan in a consistent manner between the City, Mesa County, and other service providers.

The request to subdivide the subject parcel triggers the 1998 Persigo Agreement. Upon annexation the property will be zoned to reflect the existing zoning and it will reflect the zoning allowed by the Future Land Use Map of the Comprehensive Plan. The R-4 zoning is similar to the County zoning designation of RSF-4, therefore retaining consistency between the City and Mesa County and it will be consistent with the built environment.

Board or Committee Recommendation:

The Planning Commission forwards a recommendation of approval to City Council from their meeting of September 11, 2012. The item was considered non-controversial and was placed on the Consent Agenda.

Financial Impact/Budget:

N/A

Legal issues:

N/A

Other issues:

There are no other issues with this application.

Previously presented or discussed:

The City obtained land use jurisdiction on September 5, 2012.

Attachments:

1. Staff report/Background information
2. Annexation Map / Aerial Photo Map
3. Comprehensive Plan / Existing City and County Zoning Map
4. Zoning Ordinance

STAFF REPORT / BACKGROUND INFORMATION				
Location:		249 Abraham Avenue		
Applicants:		Robert and Jo Ann Rohner / Goode Family Trust		
Existing Land Use:		Residential Condominium		
Proposed Land Use:		Residential Single-Family Attached		
Surrounding Land Use:	North	Elementary School		
	South	Residential		
	East	Residential		
	West	Residential		
Existing Zoning:		County RSF-4		
Proposed Zoning:		R-4 (Residential – 4 units)		
Surrounding Zoning:	North	County RSF-4		
	South	County RSF-4		
	East	County RSF-4		
	West	County RSF-4		
Future Land Use Designation:		Residential Medium Low		
Zoning within density range?		X	Yes	No

Section 21.02.140(a) of the Grand Junction Municipal Code:

Zone of Annexation: The requested zone of annexation to the R-4 (Residential – 4 units) zone district is consistent with the Comprehensive Plan designation of Residential Medium Low. The existing County zoning is RSF-4 (Residential Single Family – 4 units per acre). Section 21.02.160(f) of the Grand Junction Municipal Code, states that the zoning of an annexation area shall be consistent with the adopted Comprehensive Plan and the criteria set forth. Generally, future development should be at a density equal to or greater than the allowed density of the applicable County zoning district.

In order for the zoning to occur, the following questions must be answered and a finding of consistency with the Grand Junction Municipal Code must be made per Section 21.02.140(a) as follows:

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

Response: The annexation is triggered by the Persigo Agreement. The applicants wish to subdivide their property and change its status from a condominium to single-family attached units.

(2) The character and/or condition of the area has changed such that the amendment is consistent with the Plan; and/or

Response: The character or conditions of the area has not changed, but the applicants wish to subdivide their property. This subdivision will be consistent with the requirements of the Persigo Agreement.

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

Response: The residential structure already exists and is adequately served by public utilities.

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

Response: N/A

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

Response: N/A

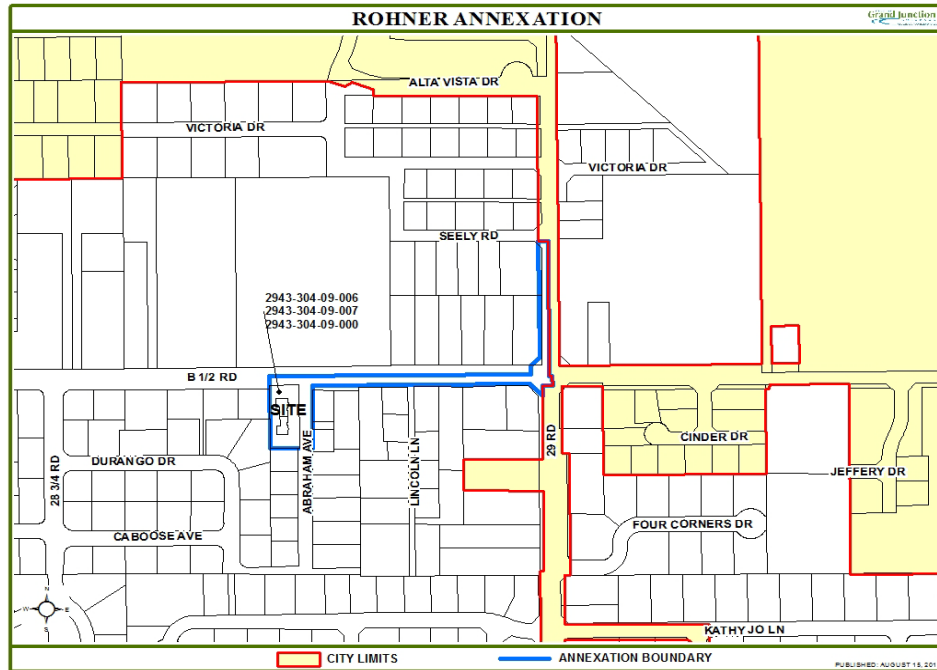
FINDINGS OF FACT/CONCLUSIONS:

After reviewing the Rohner Annexation, ANX-2012-374, for a Zone of Annexation, the Planning Commission makes the following findings of fact and conclusions:

1. The requested zone is consistent with the goals and policies of the Comprehensive Plan.
2. The review criteria in Section 21.02.140 of the Grand Junction Municipal Code have all been met.

Annexation Map

Figure 1



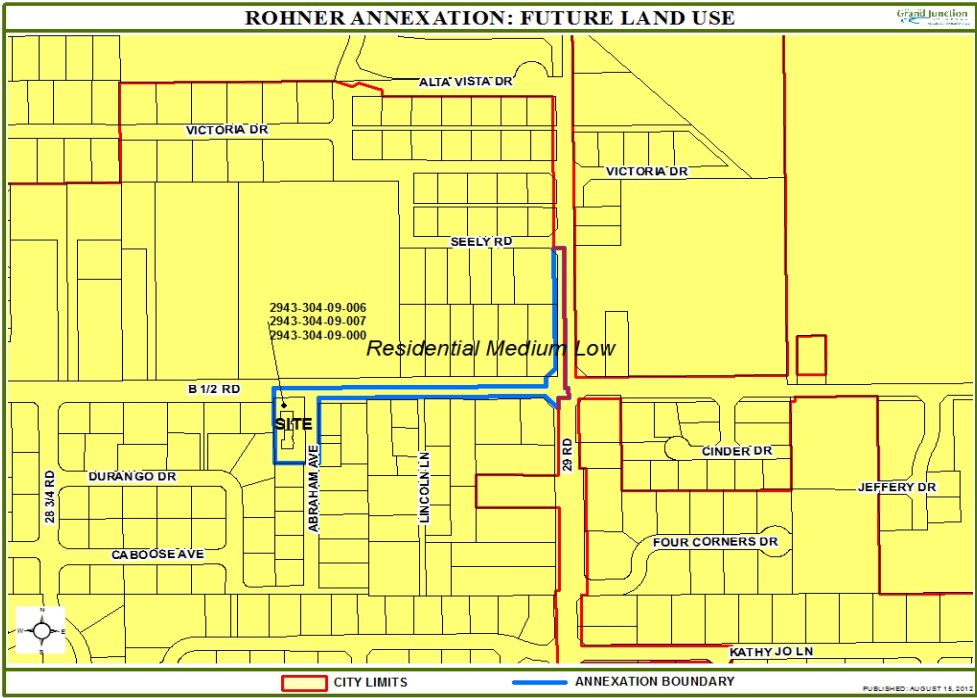
Aerial Photo Map

Figure 2



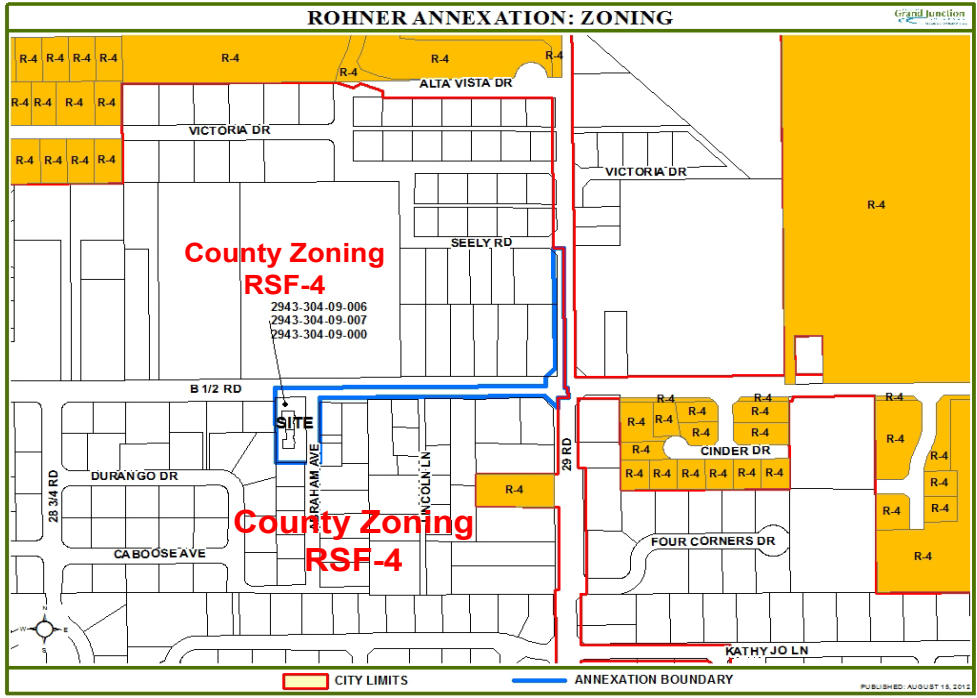
Comprehensive Plan Map

Figure 3



Existing City and County Zoning Map

Figure 4



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ZONING THE ROHNER ANNEXATION
TO R-4 (RESIDENTIAL – 4 UNITS)**

LOCATED AT 249 ABRAHAM AVENUE

Recitals

After public notice and public hearing as required by the Grand Junction Municipal Code, the Grand Junction Planning Commission recommended approval of zoning the Rohner Annexation to the R-4 (Residential – 4 units) zone district finding that it conforms with the recommended land use category as shown on the future land use map of the Comprehensive Plan and the Comprehensive Plan's goals and policies and is generally compatible with land uses located in the surrounding area. The zone district meets the criteria found in Section 21.02.140 of the Grand Junction Municipal Code.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the R-4 (Residential – 4 units) zone district is in conformance with the stated criteria of Section 21.02.140 of the Grand Junction Municipal Code.

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

The following property be zoned R-4 (Residential – 4 units).

ROHNER ANNEXATION

A certain parcel of land lying in the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) and the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of Section 30, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the West Quarter (W 1/4) corner of said Section 30 and assuming the South line of the SE 1/4 NE 1/4 of said Section 30 bears S 89°56'51" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, N 00°11'59" W along the East line of the SE 1/4 NE 1/4 of said Section 30, a distance of 443.59 feet; thence S 89°56'51" W a distance of 30.00 feet; thence S 00°11'59" E along the West right of way for 29 Road, being a line 30.00 feet West of and parallel with, the East line of the SE 1/4 NE 1/4 of said Section 30, a distance of 384.52 feet; thence S 44°30'47" W along the West right of way for 29 Road, a distance of 40.54 feet; thence S 00°03'09" E a distance of 30.00 feet to a point on the North line of the NE 1/4 SE 1/4 of said Section 30; thence S 89°56'51" W, along the North line of the NE 1/4 SE 1/4 of said Section 30, a distance of 810.11 feet; thence S 00°03'13" E along the West line of the 2885 B-1/2 Road Condominium, as same is recorded in Book 3560, Page 967, Public Records of Mesa County, Colorado, a distance of 238.71 feet; thence S

89°56'00" E along the South line of said Condominium, a distance of 142.00 feet to a point on the East right of way for Abraham Avenue; thence N 00°03'13" W along the East right of way for Abraham Avenue, a distance of 209.01 feet to a point on the South right of way for B-1/2 Road; thence N 89°56'51" E along said South right of way, being a line 30.00 feet South of and parallel with the North line of the NE 1/4 SE 1/4 of said Section 30, a distance of 664.70 feet; thence S 45°06'58 E, along the South right of way for B-1/2 Road, a distance of 45.41 feet; thence N 00°10'55" W a distance of 32.08 feet; thence N 89°56'51" E, a distance of 30.00 feet to a point on the East line of the NE 1/4 SE 1/4 of said Section 30; thence N 00°10'55" W, along the East line of the NE 1/4 SE 1/4 of said Section 30, a distance of 30.00 feet, more or less, to the Point of Beginning.

CONTAINING 70,805 Square Feet or 1.63 Acres, more or less, as described.

INTRODUCED on first reading the ___ day of ___, 2012 and ordered published in pamphlet form.

ADOPTED on second reading the _____ day of _____, 2012 and ordered published in pamphlet form.

ATTEST:

President of the Council

City Clerk



Date: September 20, 2012

Author: John Shaver

Title/ Phone Ext: City Attorney

Extension: 1506

Proposed Schedule: October 3,

2012

2nd Reading (if applicable): NA

File #: _____

Attach 3

CITY COUNCIL AGENDA ITEM

Subject: 2013 Mesa County Animal Control Services Agreement
Action Requested/Recommendation: Approve and Authorize the Mayor to Sign the 2013 Agreement between Mesa County and the City of Grand Junction Pertaining to Animal Services
Presenter(s) Name & Title: John Shaver, City Attorney

Executive Summary:

The City has an ongoing, annually renewable agreement with Mesa County for animal control services within the City limits. The City pays the County a percentage of the Mesa County Animal Services' budget based upon the City's percentage of total calls for service.

Background, Analysis and Options:

Prior to 1983 the City provided Animal Control Services through the Police Department. In 1983 the City agreed to combine forces with Mesa County for Animal Control services. Since that time the City and County have contracted for Mesa County Animal Services to provide services to the City.

This year's Agreement is based upon actual service figures and costs that occurred during the County's fiscal year which runs from July 1 through June 30. The actual costs for animal control services during that time period was \$773,529.00 The City's share of that cost is 44.5 % or \$344,220.00. Payments will be made to the County on a quarterly basis in the amount of \$86,055.00.

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 joint City-County program to provide animal services to the citizens of Grand Junction will help support a safe and healthy community.

Board or Committee Recommendation:

N/A

Financial Impact/Budget:

The 2013 Police Department proposed budget includes \$344,220.00 for animal control services, the City share of the City-County program.

Legal issues:

The City Attorney has reviewed and approved the form of the Agreement.

Other issues:

N/A

Previously presented or discussed:

N/A

Attachments:

2013 Agreement Pertaining to Animal Services

**AGREEMENT
BETWEEN MESA COUNTY AND THE CITY OF GRAND JUNCTION
PERTAINING TO ANIMAL SERVICES.**

The City of Grand Junction, ("City") and Mesa County ("County") have determined that Mesa County shall provide animal services within the City. Those services will be pursuant to the City's home rule powers and under the provisions of §29-1-201, et. seq., C.R.S. as amended. This Agreement, dated _____, 2012, is intended to provide the basis for animal services for the year January 1, 2013 through December 31, 2013.

AGREEMENT

(1) The City has adopted Chapter 6, Article III & IV of the Grand Junction Code of Ordinances, ("Code" or "the Code") for the control of animals within the City. The City hereby agrees to provide the County with the authority necessary to administer and enforce City regulations ("Code"), relating to animal control, within the City.

(2) The County agrees to enforce the Code as now codified and hereafter amended, in accordance with its provisions, consistent with proper enforcement practice and on a uniform basis throughout the City.

(3) During the term hereof, the City will pay to the County, Three Hundred Forty Four Thousand, Two Hundred Twenty and 00/100, (\$344,220.00). One-fourth of that amount, Eighty Six Thousand, Fifty-five and 00/100, (\$86,055.00) shall be paid quarterly. All fines and shelter/impoundment revenues derived from enforcement under this Agreement shall be paid to the County as additional consideration for the services rendered.

(4) The consideration paid by the City to the County is sufficient to support this Agreement and the same is determined as follows:

a. Mesa County's actual expenses for animal services from July 1, 2011 through June 30, 2012, along with Mesa County OMB Circular A-87 Cost Allocation Plan – 2011 Actual Numbers shall be reduced by actual revenues from July 1, 2011 through June 30, 2012. The resulting amount represents the cost of the overall, combined City-County animal services program. The City and County recognize and acknowledge that the County will occasionally incur capital expenditures related to the County facilities, equipment and/or tooling utilized in providing the services referenced in this Agreement. The only capital expenditures that would be permitted in the formula identified in paragraph (4)c. hereof are capital expenditures that have been agreed to in writing by both the City and County prior to such costs for capital expenditures actually being expended.

b. As part of this Agreement, the County's dispatch and patrol stops are logged within a database. The percentage of animal services attributable to the City is calculated from this data after administrative stops have been deleted.

c. Multiplying the Cost of the Program by the percentage of the workload attributable to enforcement activity within the City yields an amount representing the cost of providing service to the City. The resulting figure is the amount due Mesa County under this Agreement for providing animal control services in 2013.

Listed below is the 2013 calculation:

\$ 686,858.00	personnel expenditures 7/1/11 to 6/30/12
\$ 168,120.00	operating expenditures 7/1/11 through 6/30/12
\$ 284,740.00	Mesa County A-87 Cost Allocation Plan 2011 Actual Expenditures
\$ 0.00	Capital expenditures
\$ 366,189.00	revenues from 7/1/11 through 6/30/12
\$ 773,529.00	cost of city-county program
X 44.5	City's percentage of Animal Control Responses 7/1/11 through 6/30/12
\$ 344,220.00	contract amount due Mesa County in 2013.
\$ 86,055.00	QUARTERLY PAYMENTS DUE Mesa County. Contract amount divided by four (4) quarterly payments.

(5) The County shall provide animal services pursuant to this Agreement during those hours best suited, as determined by the County, for enforcement. The County shall provide a standby system for all other hours. In situations that cannot be handled solely by the County, the Grand Junction Police Department may be called by the County to assist.

(6) The County will select and supervise the personnel providing animal services under this Agreement. Mesa County shall provide to the City, all necessary or required reports on the activities of the animal services officers.

(7) Enforcement actions arising out of or under the Code shall be prosecuted in the Grand Junction Municipal Court. The City agrees to reasonably cooperate with the County in enforcement and prosecution activities.

(8) The County shall be liable and legally responsible for any claims or damages arising from the County's negligent performance of its duties under this Agreement. The City shall be liable and legally responsible for any claims or damages arising under this Agreement for other than the County's negligent performance of its duties.

(9) This Agreement shall terminate upon six months' written notice of intent to terminate, or on December 31, 2013 if the parties to this Agreement enter into a new agreement for the provision of animal control services in the succeeding year as set forth below. Notice to terminate, if issued, shall be sent to the appropriate signatory of this Agreement by certified mail.

(10) It shall be the responsibility of the County to provide the City with a proposed animal services Agreement for 2013 services no later than November 1, 2013. After review of the proposed Agreement will, on or before December 1, 2013, either issue a preliminary acceptance of the proposed Agreement or a written notice of termination of the existing Agreement and a statement of the City's intention not to enter into the proposed Agreement for animal services in the succeeding calendar year.

(11) If preliminary acceptance has been given, the proposed Agreement shall not become effective until expiration of the then existing Agreement and until signed by the parties. The City's preliminary acceptance may be withdrawn at any time prior to signing of the Agreement by notification of termination being sent to the County as specified in paragraph 9. If preliminary acceptance is withdrawn by a notice of termination, the City will pay for, and the County will provide, animal services for six (6) months from the date of the notice of termination.

(12) The terms and rates for the six (6) months service continuation period after notice of termination shall be those agreed to by the parties in the 2013 Agreement, unless the six months extends beyond December 31, 2013, in which case the remainder of the six months shall be controlled by the terms and rates of the proposed Agreement, which shall be effective during the service period following December, 2013 until the completion of the six months termination period.

(13) If terms and conditions of the proposed Agreement are not accepted by the parties in the form of a signed written Agreement, on or before December 31, 2013, the provision of animal services to the City shall cease June 30, 2013.

Attest:

CITY OF GRAND JUNCTION

City Clerk:

Mayor:

Date: _____

Date _____

Attest:

COUNTY OF MESA

County Clerk:

Board of County Commissioners
Chairperson:

Date: _____

Date: _____



Date: October 3, 2012
 Author: Kristen Ashbeck
 Title/ Phone Ext: Senior Planner / 1491
 Proposed Schedule: Approval 10/3/2012; Execute agreements following approval
 File #: CDBG 2012-02; 2012-03; 2012-04; 2012-05; 2012-08; and 2012-11

Attach 4

CITY COUNCIL AGENDA ITEM

<p>Subject: CDBG Subrecipient Contracts with St. Mary’s Foundation, Counseling and Education Center, and Grand Valley Catholic Outreach for Previously Allocated Funds within the 2012 Community Development Block Grant (CDBG) Program Year</p>
<p>Action Requested/Recommendation: Authorize the City Manager to Sign the Subrecipient Contracts with St. Mary’s Foundation, the Counseling and Education Center, and Grand Valley Catholic Outreach for the City’s 2012 Program Year Funds</p>
<p>Presenter(s) Name & Title: Tim Moore, Deputy City Manager Kristen Ashbeck, Senior Planner/CDBG Administrator</p>

Executive Summary:

The Subrecipient Contracts formalize the City’s award of a total of \$54,263 to various housing and non-profit organizations allocated from the City’s 2012 CDBG Program as previously approved by Council.

Background, Analysis and Options:

In May 2012, City Council approved allocation of its 2012 CDBG funding. Details of the funding for these projects are included below.

CDBG 2012-02 St. Mary’s Foundation Foster Grandparent Program: CDBG funds in the amount of \$10,000 will be used to pay mileage reimbursement for program volunteers that travel to and from their homes to area school, daycare and shelter facilities. In 2011, the program used an average of 84 volunteers, providing 57,172 hours of service to 1,377 students and anticipates an increase of service in 2012 to 300 more students with 10 additional volunteers.

CDBG 2012-03 St. Mary’s Foundation Senior Companion Program: CDBG funds in the amount of \$8,000 will be used to pay mileage reimbursement for program volunteers that travel to and from their homes to their clients’ homes and travel to transport clients to necessary medical appointments and facilities and shopping. The Senior Companion Program served 187 homebound elderly persons with 29 volunteers in 2011 and estimates the total number of clients served in 2012 will be 240.

CDBG 012-04 St. Mary’s Foundation Gray Gourmet Services: CDBG funds in the amount of \$11,125 will be used to pay mileage reimbursement for program volunteers that travel to and from their homes and the meal preparation building to their clients’ homes to deliver meals. The CDBG funds will allow for volunteers to serve seniors along eight routes within the City limits. In 2011 Gray Gourmet estimated serving 74,000 total meals and anticipates a 2% growth in service to 75,500 meals in 2012.

CDBG 2012-05 Counseling and Education Center: CDBG funds in the amount of \$7,000 will be used to provide counseling services to special needs of low and moderate income individuals and/or families that have no insurance and in need assistance with a variety of mental health problems. CDBG funds will supplement fees paid by clients, providing approximately 140 counseling hours to benefit clients otherwise unable to access this assistance.

CDBG 2012-08 Grand Valley Catholic Outreach T-House Rehabilitation: Grand Valley Catholic Outreach owns and operates a duplex at 247 White Avenue that is used as emergency housing for homeless families (T-House). CDBG funds in the amount of \$12,638 will be used towards the rehabilitation of bathrooms, kitchens and utility areas of both units.

CDBG 2012-11 St. Mary's Foundation Gray Gourmet Kitchen Remodel: The Gray Gourmet Program promotes the independence, health and welling being of the community's older population by offering a wide variety of healthy hot meals and provide delivery of meals to homebound frail elderly persons. CDBG funds in the amount of \$5,500 will be used towards the purchase of new appliances for its food preparation kitchen located at the main program office located at 551 Chipeta Avenue.

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

The projects funded through the 2012 CDBG grant year allocation will include steps towards the City's Comprehensive Plan Goals as listed below:

Goal 5: Provide a broader mix of housing types in the community to meet the needs of a variety of incomes, family types and life stages. The Grand Valley Catholic Outreach project discussed above will improve transitional housing for homeless families.

Goal 12: Goods and Services that Enhance a Healthy, Diverse Economy: The CDBG projects discussed above provide services that enhance our community including improved services for families, seniors, homeless and disabled persons.

Board or Committee Recommendation: NA

Financial Impact/Budget: 2012 CDBG Program Year Funds

Legal issues: NA

Other issues: None

Previously presented or discussed:

City Council discussed and approved the allocation of CDBG funding to these projects at its May 16, 2012 meeting.

Attachments:

1. Exhibit A, Subrecipient Contract – Foster Grandparent Program
2. Exhibit A, Subrecipient Contract – Senior Companion Program
3. Exhibit A, Subrecipient Contract – Gray Gourmet Program Services
4. Exhibit A, Subrecipient Contract – Counseling and Education Center
5. Exhibit A, Subrecipient Contract – Grand Valley Catholic Outreach
6. Exhibit A, Subrecipient Contract – Gray Gourmet Program Kitchen Remodel

ATTACHMENT 1

2012 SUBRECIPIENT CONTRACT FOR CITY OF GRAND JUNCTION COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS WITH ST. MARY'S FOUNDATION FOR THE FOSTER GRANDPARENT PROGRAM EXHIBIT "A" SCOPE OF SERVICES

1. The City agrees to pay subject to the Subrecipient Agreement St. Mary's Foundation for the Foster Grandparent Program (Foster Grandparents) \$10,000 from its 2012 Program Year CDBG Entitlement Funds for reimbursement of mileage expenses for program volunteers. The general purpose of the entire program and this project is to provide useful, productive roles for senior citizens while in turn providing children with special needs with nurturing, mentoring and tutoring provided by the volunteer foster grandparents.
2. The Foster Grandparent Program certifies that it will meet the CDBG National Objective of low and moderate income clientele benefit (570.201(e)). It shall meet this objective by providing the above-referenced services to low and moderate income persons in Grand Junction, Colorado.
3. The Foster Grandparent Program provides low to moderate income elderly persons with opportunities to help children. It is estimated that over 1,400 children in local schools with special needs receive the nurturing, mentoring and tutoring services provided by the program. It is understood that the City's grant of \$10,000 in CDBG funds shall be used to reimburse volunteers for mileage expenses incurred for traveling to and from their volunteer station within the City limits.
4. This project shall commence upon the full and proper execution of the 2012 Subrecipient Agreement and the completion of all appropriate environmental, Code, permit review and approval and compliance. The project shall be completed on or before December 31, 2013.

5. The revenue for the entire annual program is as follows:

Corporation for National and Community Service	\$256,633	
City of Grand Junction CDBG	\$ 10,000	
United Way		\$
8,830		
Daniels Foundation		\$ 10,000
Temple Buell Hoyne		\$ 10,000
Other Private Funding		\$
16,650		

6. The Foster Grandparent Program estimates that the total number of clients served by the program in 2011 was an average of 84 volunteers, providing 57,172 hours of service to 1,377 students and anticipates an increase of service to 300 more students with 10 additional in-city volunteers.

_____ St. Mary's Foundation

_____ City of Grand Junction

7. The City of Grand Junction shall monitor and evaluate the progress and performance of the Foster Grandparent Program to assure that the terms of this agreement are being satisfactorily met in accordance with City and other applicable monitoring and evaluating criteria and standards. Foster Grandparents shall cooperate with the City relating to monitoring, evaluation and inspection and compliance.
8. The Foster Grandparent Program shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted when the project is completed.
9. The Foster Grandparent Program understands that the funds described in the Agreement are received by the City of Grand Junction from the US Department of Housing and Urban Development under the Community Development Block Grant Program. Foster Grandparents shall meet all City of Grand Junction and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. Foster Grandparents shall provide the City of Grand Junction with documentation establishing that all local and federal CDBG requirements have been met.
10. A blanket fidelity bond equal to cash advances as referenced in Paragraph V.(E) will not be required as long as no cash advances are made and payment is on a reimbursement basis.
11. A formal project notice will be sent to the Foster Grandparent Program once all funds are expended and a final report is received.

_____ St. Mary's Foundation

_____ City of Grand Junction

ATTACHMENT 2

**2012 SUBRECIPIENT CONTRACT FOR
CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS WITH
ST. MARY'S FOUNDATION FOR THE SENIOR COMPANION PROGRAM
EXHIBIT "A"
SCOPE OF SERVICES**

1. The City agrees to pay subject to the Subrecipient Agreement St. Mary's Foundation \$8,000 for the Senior Companion Program from its 2012 Program Year CDBG Entitlement Funds for reimbursement of mileage expenses for program volunteers. The general purpose of the entire program and this project is to enable frail elderly persons to keep their independence as long as possible. Volunteer Senior Companions help their clients with grocery shopping, medical appointments, other errands out of the home and socialization and companionship.
2. The Senior Companion Program certifies that it will meet the CDBG National Objective of low and moderate income clientele benefit (570.201(e)). It shall meet this objective by providing the above-referenced services to low and moderate income persons in Grand Junction, Colorado.
3. The Senior Companion Program enables low to moderate income active seniors to assist other low income frail, elderly persons so that those persons can continue living at home rather than in an assisted living facility. It is understood that the City's grant of \$8,000 in CDBG funds shall be used to reimburse volunteers for mileage expenses incurred for traveling to and from their client's home and for travel to provide other services to the clients.
4. This project shall commence upon the full and proper execution of the 2012 Subrecipient Agreement and the completion of all appropriate environmental, Code, permit review and approval and compliance. The project shall be completed on or before December 31, 2013.
5. The revenue for the annual mileage reimbursement is as follows:

City of Grand Junction CDBG	\$ 8,000
United Way of Mesa County	\$ 16,000
Other Private Funding	\$ 21,000
6. The Senior Companion Program served 187 homebound elderly persons with 29 volunteers in 2011 and estimates that the total number of clients served in 2012 will be 240.

_____ St. Mary's Foundation

_____ City of Grand Junction

7. The City of Grand Junction shall monitor and evaluate the progress and performance of the Senior Companion Program to assure that the terms of this agreement are being satisfactorily met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Senior Companion Program shall cooperate with the City relating to monitoring, evaluation and inspection and compliance.
8. The Senior Companion Program shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted when the project is completed.
9. The Senior Companion Program understands that the funds described in the Agreement are received by the City of Grand Junction from the US Department of Housing and Urban Development under the Community Development Block Grant Program. The Senior Companion Program shall meet all City of Grand Junction and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. The Senior Companion Program shall provide the City of Grand Junction with documentation establishing that all local and federal CDBG requirements have been met.
10. A blanket fidelity bond equal to cash advances as referenced in Paragraph V.(E) will not be required as long as no cash advances are made and payment is on a reimbursement basis.
11. A formal project notice will be sent to the Senior Companion Program once all funds are expended and a final report is received.

_____ St. Mary's Foundation

_____ City of Grand Junction

ATTACHMENT 3

**2012 SUBRECIPIENT CONTRACT FOR
CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS WITH
ST. MARY'S FOUNDATION FOR THE GRAY GOURMET PROGRAM
EXHIBIT "A"
SCOPE OF SERVICES**

1. The City agrees to pay subject to the Subrecipient Agreement St. Mary's Foundation \$11,125 for the Gray Gourmet Program from its 2012 Program Year CDBG Entitlement Funds for reimbursement of mileage expenses for program volunteers. The general purpose of the entire program is to promote the independence, health and welling being of the community's older population by offering a wide variety of healthy hot meals and provide delivery of meals to homebound frail elderly persons.
2. Gray Gourmet certifies that it will meet the CDBG National Objective of low and moderate income clientele benefit (570.201(e)). It shall meet this objective by providing the above-referenced services to low and moderate income persons in Grand Junction, Colorado.
3. The Gray Gourmet home delivery system enables frail, elderly persons to continue living at home rather than in an assisted living facility. It is understood that the City's grant of \$11,125 in CDBG funds shall be used to reimburse volunteers for mileage expenses incurred for traveling to and from client's homes to deliver meals.
4. This project shall commence upon the full and proper execution of the 2012 Subrecipient Agreement and the completion of all appropriate environmental, Code, permit review and approval and compliance. The project shall be completed on or before December 31, 2013.
5. 2012 CDBG funds in the amount of \$11,125 will allow for volunteers to serve seniors along 8 routes within the City limits. In 2011-2012 Gray Gourmet estimated serving 74,100 total meals and anticipate a 2% growth in service to 75,500 meals in 2012-2013.
6. The City of Grand Junction shall monitor and evaluate the progress and performance of the Gray Gourmet Program to assure that the terms of this agreement are being satisfactorily met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Gray Gourmet Program shall cooperate with the City relating to monitoring, evaluation and inspection and compliance.
7. The Gray Gourmet Program shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted when the project is completed.

_____ St. Mary's Foundation

_____ City of Grand Junction

8. The Gray Gourmet Program understands that the funds described in the Agreement are received by the City of Grand Junction from the US Department of Housing and Urban Development under the Community Development Block Grant Program. The Gray Gourmet Program shall meet all City of Grand Junction and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. The Gray Gourmet Program shall provide the City of Grand Junction with documentation establishing that all local and federal CDBG requirements have been met.
9. A blanket fidelity bond equal to cash advances as referenced in Paragraph V.(E) will not be required as long as no cash advances are made and payment is on a reimbursement basis.
10. A formal project notice will be sent to the Gray Gourmet Program once all funds are expended and a final report is received.

_____ St. Mary's Foundation

_____ City of Grand Junction

ATTACHMENT 4

2012 SUBRECIPIENT CONTRACT FOR CITY OF GRAND JUNCTION COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS WITH CENTER FOR ENRICHED COMMUNICATIONS

EXHIBIT "A" SCOPE OF SERVICES

1. The City agrees to pay subject to the Subrecipient Agreement the Center for Enriched Communications dba Counseling and Education Center (CEC) \$7,000 from its 2012 Program Year CDBG Entitlement Funds for counseling services provided by CEC. The general purpose of the entire program and this project is to meet the special needs of low income to moderate income individuals and/or families that have no insurance and in need of assistance with a variety of mental health problems.
2. CEC certifies that it will meet the CDBG National Objective of low and moderate income clientele benefit (570.201(e)). It shall meet this objective by providing the above-referenced services to low and moderate income persons in Grand Junction, Colorado.
3. CEC operates from its location at 2708 Patterson Road in Grand Junction. CEC has no client eligibility requirements and a sliding scale payment is used for counseling services. CDBG funds will supplement fees paid by clients, with \$7,000 providing approximately 140 counseling hours to benefit low-income clients otherwise unable to access this assistance. It is understood that the City's grant of \$7,000 in CDBG funds shall be used towards counseling services only and for clients who live in the City limits of Grand Junction.
4. This project shall commence upon the full and proper execution of the 2012 Subrecipient Agreement and the completion of all appropriate environmental, Code, permit review and approval and compliance. The project shall be completed on or before December 31, 2013.
5. Funding sources to date for the program in the coming year include the following:

City of Grand Junction CDBG	\$ 7,000
United Way of Mesa County	\$ 19,000
Sisters of St. Joseph of Orange Fund	\$ 15,000
Other Private Foundations	\$ 28,870
6. The City of Grand Junction shall monitor and evaluate the progress and performance of CEC to assure that the terms of this agreement are being satisfactorily met in accordance with City and other applicable monitoring and evaluating criteria and standards. CEC shall cooperate with the City relating to monitoring, evaluation and inspection and compliance.

_____ CEC

_____ City of Grand Junction

7. CEC shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted when the project is completed.
8. CEC understands that the funds described in the Agreement are received by the City of Grand Junction from the US Department of Housing and Urban Development under the Community Development Block Grant Program. CEC shall meet all City of Grand Junction and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. CEC shall provide the City of Grand Junction with documentation establishing that all local and federal CDBG requirements have been met.
9. A blanket fidelity bond equal to cash advances as referenced in Paragraph V.(E) will not be required as long as no cash advances are made and payment is on a reimbursement basis.
10. A formal project notice will be sent to CEC once all funds are expended and a final report is received.

_____ CEC

_____ City of Grand Junction

ATTACHMENT 5
2012 SUBRECIPIENT CONTRACT FOR
CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
WITH GRAND VALLEY CATHOLIC OUTREACH

EXHIBIT "A"
SCOPE OF SERVICES

1. The City agrees to pay subject to the Subrecipient Agreement Grand Valley Catholic Outreach, \$12,638 from its 2012 Program Year CDBG Entitlement Funds towards the rehabilitation of the duplex located at 247 White Avenue that is used for emergency family housing. Grand Valley Catholic Outreach will continue to own and operate the house upon rehabilitation of the units.
2. Grand Valley Catholic Outreach certifies that it will meet the CDBG National Objective of low- and moderate-income housing for homeless clientele benefit (570.201(m)). It shall meet this objective by completing rehabilitation of the above-referenced housing units that serve homeless families in Grand Junction, Colorado.
3. The entire project includes rehabilitation of bathrooms, kitchens and utility areas of both units for the use and benefit of clients of Grand Valley Catholic Outreach. It is understood that the City's grant of \$12,638 in CDBG funds shall be used only for the items required for these elements of the rehabilitation project. Costs associated with any other elements of the rehabilitation of the units shall be paid for by other funding sources obtained by Grand Valley Catholic Outreach.
4. This project shall commence upon the full and proper execution of the 2012 Subrecipient Agreement and the completion of all appropriate environmental, Code, permit review approval and compliance. The project shall be completed on or before May 31, 2013.
5. The budget for the entire project, including the value of donated volunteer labor is \$19,749.
The City will grant \$12,638 towards the budget items listed below. If cost exceeds grant amount, the balance will be paid for with other funds secured by Grand Valley Catholic Outreach.

Bathroom Rehabilitation:	\$1,342
Kitchen Rehabilitation:	\$1,796
Electrical Rewiring:	\$9,500
7. Grand Valley Catholic Outreach anticipates serving 40 persons in the coming year by providing housing in the duplex upon completion of the rehabilitation project.

_____ Grand Valley Catholic Outreach

_____ City of Grand Junction

7. The City of Grand Junction shall monitor and evaluate the progress and performance of Grand Valley Catholic Outreach to assure that the terms of this agreement are being satisfactorily met in accordance with City and other applicable monitoring and evaluating criteria and standards. Grand Valley Catholic Outreach shall cooperate with the City relating to monitoring, evaluation and inspection and compliance.
8. Grand Valley Catholic Outreach shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted once the project is completed.
9. During a period of five (5) years following the date of completion of the project the use or planned use of the property improved may not change unless 1) the City determines the new use meets one of the National Objectives of the CDBG Program, and 2) Grand Valley Catholic Outreach provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes. If Grand Valley Catholic Outreach decides, after consultation with affected citizens that it is appropriate to change the use of the property to a use which the City determines does not qualify in meeting a CDBG National Objective, Grand Valley Catholic Outreach must reimburse the City a prorated share of the City's \$23,638 CDBG contribution. At the end of the five-year period following the project closeout date and thereafter, no City restrictions on use of the property shall be in effect.
10. Grand Valley Catholic Outreach understands that the funds described in the Agreement are received by the City of Grand Junction from the US Department of Housing and Urban Development under the Community Development Block Grant Program. Grand Valley Catholic Outreach shall meet all City of Grand Junction and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. Grand Valley Catholic Outreach shall provide the City of Grand Junction with documentation establishing that all local and federal CDBG requirements have been met.
11. A blanket fidelity bond equal to cash advances as referenced in Paragraph V.(E) will not be required as long as no cash advances are made and payment is on a reimbursement basis.
12. A formal project notice will be sent to Grand Valley Catholic Outreach once all funds are expended and a final report is received.

_____ Grand Valley Catholic Outreach

_____ City of Grand Junction

ATTACHMENT 6
2012 SUBRECIPIENT CONTRACT FOR
CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS WITH
ST. MARY'S FOUNDATION FOR THE GRAY GOURMET PROGRAM
EXHIBIT "A"
SCOPE OF SERVICES

1. The City agrees to pay subject to the Subrecipient Agreement St. Mary's Foundation \$5,500 for the Gray Gourmet Program from its 2012 Program Year CDBG Entitlement Funds for the remodel of its food preparation kitchen at the main program office located at 551 Chipeta Avenue. The general purpose of the entire program is to promote the independence, health and welling being of the community's older population by offering a wide variety of healthy hot meals and provide delivery of meals to homebound frail elderly persons.
2. The Gray Gourmet Program certifies that it will meet the CDBG National Objective of low and moderate income clientele benefit (570.201(e)). It shall meet this objective by providing the above-referenced services to low and moderate income persons in Grand Junction, Colorado.
3. It is understood that the City's grant of \$5,500 in CDBG funds shall be used towards the purchase of new appliances for its food preparation kitchen at the main program office.
4. This project shall commence upon the full and proper execution of the 2012 Subrecipient Agreement and the completion of all appropriate environmental, Code, permit review and approval and compliance. The project shall be completed on or before December 31, 2013.
5. The overall budget for the kitchen remodel is as follows:

Purchase of Electric Tilt Skillet and Tilt Kettle	\$ 42,612
Removal of Old Appliances/New Install	\$ 2,000
6. In 2011-2012 Gray Gourmet estimated serving 74,100 total meals and anticipate a 2% growth in service to 75,500 meals in 2012-2013.
7. The City of Grand Junction shall monitor and evaluate the progress and performance of the Gray Gourmet Program to assure that the terms of this agreement are being satisfactorily met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Gray Gourmet Program shall cooperate with the City relating to monitoring, evaluation and inspection and compliance.

_____ St. Mary's Foundation

_____ City of Grand Junction

8. The Gray Gourmet Program shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted when the project is completed.
9. The Gray Gourmet Program understands that the funds described in the Agreement are received by the City of Grand Junction from the US Department of Housing and Urban Development under the Community Development Block Grant Program. The Gray Gourmeet Program shall meet all City of Grand Junction and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. The Gray Gourmet Program shall provide the City of Grand Junction with documentation establishing that all local and federal CDBG requirements have been met.
10. A blanket fidelity bond equal to cash advances as referenced in Paragraph V.(E) will not be required as long as no cash advances are made and payment is on a reimbursement basis.
11. A formal project notice will be sent to the Gray Gourmet Program once all funds are expended and a final report is received.

_____ St. Mary's Foundation

_____ City of Grand Junction



Date: 09-17-2012
 Author: Susan Hyatt
 Title/ Phone Ext: Purchasing/ #1513
 Proposed Schedule: October 3, 2012
 2nd Reading
 (if applicable): _____
 File # (if applicable): _____

Attach 5
CITY COUNCIL AGENDA ITEM

Subject: Contract for Outsourced Printing and Copying Services
Action Requested/Recommendation: Authorize the City Purchasing Division to do a Split Award between Peczuh Printing and Adams Lightning Quick Print for an Annual Amount of Approximately \$62,000
Presenter(s) Name & Title: Jay Valentine, Internal Services Manager

Executive Summary: This Printing and Copying Services contract was last awarded in 2008 and expires this year. The nature of this contract lends itself to more than one vendor due to the many diverse and complicated printing and copying projects required by City departments. The goal is to once again split the award between two local providers.

Background, Analysis and Options: The City of Grand Junction began outsourcing its printing and copying needs with the closing of the City’s Print Shop at the end of 2005. Since that time, three different vendors have been awarded the contract. Pyramid Printing was awarded the first contract in January of 2006 for a period of two years. After reviewing the wide range of requirements across all City departments and divisions, the second solicitation in 2008 resulted in a split award between Copy Copy and Peczuh Printing.

This year, a formal Request for Proposals was issued via BidNet (an on-line site for government agencies to post solicitations) and advertised in The Daily Sentinel; eight companies submitted formal responses, six of which were found to be responsive and responsible.

FIRM	LOCATION
AlphaGraphics	Grand Junction, CO
CopyCopy	Grand Junction, CO
Adams Lightning Quick Print (LQP)	Grand Junction, CO
Pyramid Print & Graphics	Denver, CO
Peczuh Printing	Grand Junction, CO
The Master’s Touch	Spokane, WA

After reviewing all the offers and looking at all the options, the recommendation is to once again split the award between two local providers. After thorough review of the proposals, Adams LQP and Peczuh Printing stood out in meeting the selection criteria based on responsiveness to the RFP, understanding the intent and objectives of the contract, equipment and resources, experience and reliability with similar contracts, pricing, and pickup and delivery capabilities.

Board or Committee Recommendation:

N/A

Financial Impact/Budget:

This purchase is being funded through the regular budget requirements as needed by each individual City department or division.

Legal issues:

N/A

Other issues:

N/A

Previously presented or discussed:

N/A

Attachments:

N/A



Date: September 25, 2012
 Author: Jay Valentine
 Title/ Phone Ext: Internal Services
Manager/x-1517
 Proposed Schedule: October 3,
2012
 2nd Reading
 (if applicable): _____
 File # (if applicable): _____

Attach 6
CITY COUNCIL AGENDA ITEM

Subject: Office Furniture Purchase for the Fire Administration Building Remodel
Action Requested/Recommendation: Authorize the Purchasing Division to Enter Into a Contract with ProSpace Interiors of Grand Junction, Colorado for the Purchase, Assembly, and Installation of Furniture for the Fire Administration Building in the Amount of \$89,583.35
Presenter(s) Name & Title: Ken Watkins, Fire Chief Jay Valentine, Internal Services Manager

Executive Summary:

This award is for the purchase, assembly, and installation of furnishings for the new Fire Administration Building. The furnishings for this building will include the new furniture being awarded with this contract as well as the re-use of existing furniture from the former Police Building.

Background, Analysis and Options:

With the construction of the new Fire Administration Building, the Purchasing Division issued an RFP asking vendors to propose on furnishing the building with all new furniture. Based off of the this RFP, ProSpace Interiors, meeting specifications and offering the best price, was chosen as the vendor to provide the office furniture for the building. Along with their response to this RFP, ProSpace Interiors also included an alternate proposal that incorporated new furniture as well as the re-use of existing/surplus furniture in areas that it was deemed would not be a compromise to the integrity or overall function and coordination of the building. This chosen solution also provides savings based off the pricing from their original proposal.

A formal Request for Proposal was issued via BidNet (an on-line site for government agencies to post solicitations), posted on the City’s website, sent to the Grand Junction Chamber of Commerce, and a source list of vendors, and advertised in The Daily Sentinel.

Two proposals, and one alternate, were received for this solicitation, both of which were found to be responsive and responsible. Of those proposed ProSpace Interiors, Inc., Grand Junction, CO was the best fit and value for this project.

The following firms proposed on the project:

Company	City & State	Proposal Price
ProSpace Interiors - Alternate	Grand Junction, CO	\$ 89,583.35
ProSpace Interiors	Grand Junction, CO	\$134,759.67
Office Outfitters	Grand Junction, CO	\$174,400.00

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

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

This project will provide the needed fixtures, and furnishings to be utilized by the City's public safety staff and emergency personnel.

Board or Committee Recommendation:

N/A

Financial Impact/Budget:

The budget for this expenditure is included in the overall \$32.7 million Public Safety Project budget.

Legal issues:

N/A

Other issues:

N/A

Previously presented or discussed:

N/A

Attachments:

N/A



Date: 09-25-2012
 Author: Justin Vensel
 Title/ Phone Ext: Project Engineer
/4017
 Proposed Schedule: 10-3- 2012
 2nd Reading
 (if applicable): _____
 File # (if applicable): N/A

Attach 7

CITY COUNCIL AGENDA ITEM

Subject: Contract for an On-site Hypochlorite Generation System Storage Building
Action Requested/Recommendation: Authorize the City Purchasing Division to Enter into a Contract with Mor Storage, Inc., Grand Junction, CO in an Amount of \$106,450
Presenter(s) Name & Title: Greg Trainor, Public Works, Utilities and Planning Director Jay Valentine, Internal Services Manager

Executive Summary: Request to enter into a contract with Mor Storage, Inc., Grand Junction, CO to construct a new storage building to house the On-site Hypochlorite Generation System at the Water Treatment Plant.

Background, Analysis and Options: The City entered into a contract to install a new Sodium Hypochlorite generation system in April of 2012. Several options were reviewed on where best to install the new components from utilizing existing areas inside the building to adding on to the building to constructing a new building. A new utility building will be the most cost effective way to house the components to produce the 0.8% solution.

The new building will have a 30' X 40' foot print and will stand 20' tall on the inside. One man-door will be located on the north side of the building and an 18' X 12' maintenance door will be installed on the east side of the building.

A formal Invitation for Bids was issued through BidNet (an on-line site for government agencies to post solicitations), advertised in The Daily Sentinel, and sent to a source list of local contractors including the Western Colorado Contractors Association (WCCA). five bids were received, in the following amounts:

Company	Location	Total
Mor Storage, Inc.	Grand Junction, CO	\$106,450.00
Merritt & Associates	Grand Junction, CO	\$114,167.80
Emery Welsh Construction	Grand Junction, CO	\$115,777.00
Vostatek Construction	Clifton, CO	\$131,208.00
PNCI Construction	Grand Junction, CO	\$139,925.00

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

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

This project will allow for the elimination of on-site storage of chlorine gas used to disinfect drinking water. Although use of chlorine gas has a stellar safety record throughout the water treatment industry, chlorine gas poses a potential threat to schools and neighborhoods which are downwind or adjacent to the WTP. Handling of gaseous chlorine also poses a serious health risk to WTP staff in the event of a chlorine cylinder tank leak.

Board or Committee Recommendation:

N/A

Financial Impact/Budget:

Cost for Mor Storage, Inc. to construct the new building is \$106,450. Funding allocated for the Water Treatment Plant Upgrades is set at \$775,000. \$400,000 has been allocated for the purchase of the water treatment equipment. The remaining funds will be used for additional upgrades to the water treatment plant.

Legal issues:

N/A

Other issues:

N/A

Previously presented or discussed:

In April 2012 Council approved purchase of equipment that goes into the building.

Attachments:

N/A



Date: 9-19-12
 Author: Lorie Gregor
 Title/ Phone Ext: Rec.
 Coordinator 3876
 Proposed Schedule: October 3,
2012
 2nd Reading
 (if applicable): _____
 File # (if applicable): _____

Attach 8
CITY COUNCIL AGENDA ITEM

Subject: Purchase of Bronze Sculpture for Exterior of the Fire Administration Building in the Public Safety Complex
Action Requested/Recommendation: Authorize the Purchase of the Bronze Sculpture "When I Grow Up" from Austin Weishel in the Amount of \$65,500
Presenter(s) Name & Title: Rob Schoeber, Parks and Recreation Director Ken Watkins, Fire Chief

Executive Summary:

Staff is requesting approval of the purchase of the artwork that was chosen for the exterior of the Fire Administration Building at the Public Safety Complex. The selection committee is recommending the sculpture "When I Grow Up" by sculptor Austin Weishel for \$65,500.

Background, Analysis and Options:

An art selection committee comprised of Police and Fire employees, as well as representatives from the Arts Commission, convened July 25 and August 22, 2012, to evaluate eight Colorado artists who submitted proposals for artwork at the new public safety complex for the exterior of the Fire Administration Building. Two artists rose to the top, Austin Weishel and Mark Hopkins, both from Loveland, Co. City Council was presented with two options, one from each artist, of which they chose, "When I Grow Up" by Austin Weishel.

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

Goal 8: *Create attractive public spaces and enhance the visual appeal of the community through quality development.*

High quality artwork enhances the visual appeal and personal experience for citizens utilizing the Public Safety facility. Expansion of the public art collection increases economic impact by creating a destination for viewing art.

Board or Committee Recommendation:

The art selection committee comprised of the Arts Commission, Police employees, Fire employees, and City Council members approved the selection of "When I Grow Up" as presented by the selected artist, Austin Weishel.

Financial Impact/Budget:

The 1% for the Arts budget for the Public Safety project is \$218,750. Approval was given on September 5, 2012, to purchase "Legacy" for the exterior of the Police building for \$80,000. The purchase price of "When I Grow Up" is \$65,500 which includes fabrication, delivery, installation with base, and lighting.

The balance of the 1% budget will be used for additional pieces in and around the complex.

Legal issues:

N/A

Other issues:

N/A

Previously presented or discussed:

The selection of "When I Grow Up" was presented and approved by City Council at a City Council workshop on September 17, 2012. Fire Chief Ken Watkins and Parks and Recreation Director Rob Schoeber made the presentation.

Attachments:

Photograph of clay model of "When I Grow Up" submitted by Austin Weishel for the Fire Administration Building exterior.

