

36200

September 30, 2013

To: The Honorable Board of Acquisition and Contract

From: Thomas J. Lauro
Commissioner of Environmental Facilities

Re: Authority to enter into a license agreement with the City of Yonkers whereby the County will permit the City to use property located adjacent to the County's Material Recovery Facility in the City of Yonkers for a fenced animal exercise area in connection with the City's animal shelter

Authority is requested for the County of Westchester to enter into a license agreement with the City of Yonkers whereby the County will permit the City to use property located adjacent to the County's Material Recovery Facility in the City of Yonkers for a fenced animal exercise area in connection with the City's animal shelter. The licensed area is shown on Schedule "A" to the proposed Resolution as a hatched portion of the property.

As consideration for the use of the property, the City will pay the County \$1.00 annually and install fencing at its own expense. The fence may not encroach upon the County's stormwater retention basin. The term of the agreement will be five (5) years from September 30, 2013 through September 29, 2018, with the County's option to renew it for up to five (5) additional years.

The public purpose of this license is to enhance the safe and humane treatment of the animals residing in the City's animal shelter.

This license is exempt from the operation of the Westchester County Procurement Policy pursuant to Section 3(b) of said policy.

I recommend adoption of the attached proposed Resolution.

TJL/DLV/dv
Attachment

RESOLUTION

Upon a communication from the Commissioner of Environmental Facilities, it is hereby

RESOLVED, that the County of Westchester ("County") is authorized to enter into a license agreement with the City of Yonkers ("City") whereby the County will permit the City to use property located adjacent to the County's Material Recovery Facility in the City of Yonkers, shown as the hatched area on Schedule "A" attached hereto, for a fenced animal exercise area in connection with the City's adjacent animal shelter; and be it further

RESOLVED, that consideration for the use of the property, the City shall pay the County \$1.00 annually and install fencing at its own expense; and be it further

RESOLVED, that the fence may not encroach upon the County's stormwater retention basin; and be it further

RESOLVED, that the term of the IMA shall be five (5) years from September 30, 2013 through September 29, 2018, with the County's option to renew it for up to five (5) additional years; and be it further

RESOLVED, that the County Executive or his authorized designee is hereby authorized and empowered to execute all instruments and take all actions necessary and appropriate to effectuate the purposes hereof.

Account to be Charged/credited Per year	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub Object	Trust Account	Dollars
	251	60	7800:7800	9670		\$1.00

Budget Funding Year(s): 2013 – 2018 Start Date: 9/30/13 End Date: 9/29/18
(must match resolution)

Funding Source Tax Dollars _____
 State Aid _____
\$ 1.00 per year Federal Aid _____
 (must match resolution) Other \$1 per year (Revenue)

SCHEDULE "A"

LICENSED PREMISES

APPROVED BOARD OF ACQUISITION & CONTRACT - 10/24/2013 - JOMARY VIEIRA, SECRETARY

APPROVED BOARD OF ACQUISITION (BOAC) 10/14/2013 - JOMARY W...

SECRETARY

Design Dreamed
Specialties for Animal Care Construction

1000 WEST 10TH AVENUE
SUITE 200
DENVER, CO 80202
TEL: (303) 733-4444
WWW.DESIGNDREAMED.COM

ARCHITECT
JOMARY WILSON ARCHITECTS
1000 WEST 10TH AVENUE
SUITE 200
DENVER, CO 80202
TEL: (303) 733-4444
WWW.JOMARYWILSON.COM

GENERAL CONTRACTOR
YONKERS ANIMAL SHELTER
1000 WEST 10TH AVENUE
SUITE 200
DENVER, CO 80202
TEL: (303) 733-4444
WWW.YONKERSANIMALSHELTER.COM

PROJECT NUMBER
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CONSTRUCTION DOCUMENTS
SHEET PLAN-1

DATE
10/14/2013

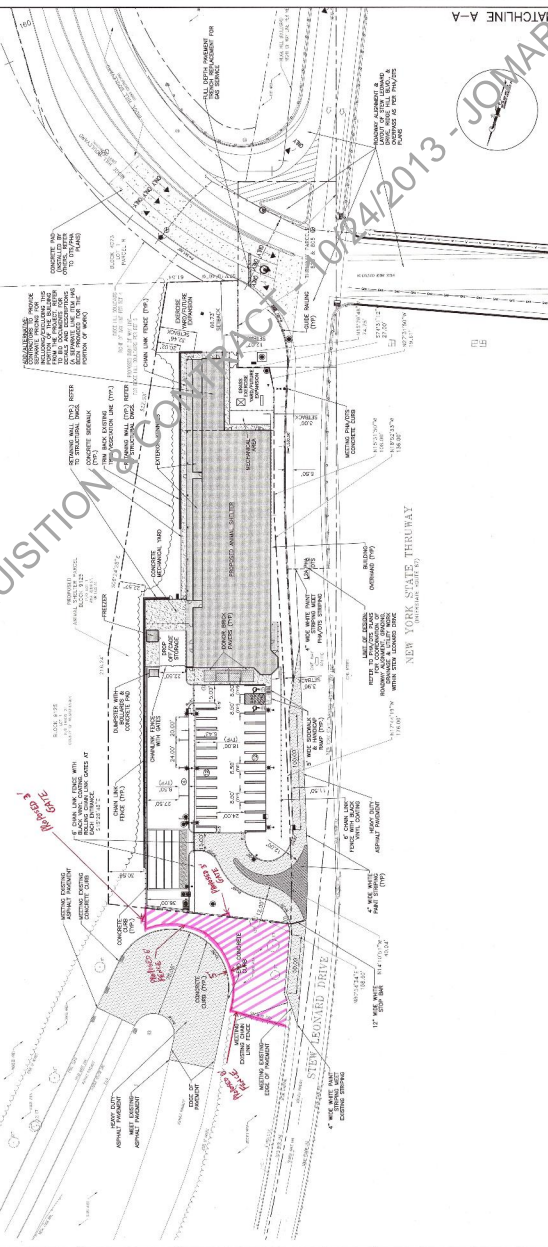
PRICE
C3.00

SCALE
1" = 8'-0"

DATE
10/14/2013

MATERIALS
ALL MATERIALS TO BE USED SHALL BE OF THE HIGHEST QUALITY AND SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.

CONCRETE
CONCRETE SHALL BE 4000 PSI STRENGTH AND SHALL BE PLACED AND FINISHED AS SHOWN ON THE DRAWINGS.



- GENERAL NOTES**
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF DENVER AND THE STATE OF COLORADO.
 2. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT AND THE CITY OF DENVER.
 3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 4. ALL UTILITIES SHALL BE LOCATED AND MARKED PRIOR TO CONSTRUCTION.
 5. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
 6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS.
 7. THE CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS OF ALL CONSTRUCTION.
 8. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
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 22. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS.
 23. THE CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS OF ALL CONSTRUCTION.
 24. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.

- PERMITS AND CERTIFICATES**
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LEGEND

1	CONCRETE
2	ASPHALT
3	GRAVEL
4	PAVEMENT
5	LANDSCAPE
6	WOOD
7	GLASS
8	METAL
9	PLASTER
10	CEILING
11	FLOORING
12	INSULATION
13	MECHANICAL
14	ELECTRICAL
15	PLUMBING
16	MECHANICAL
17	ELECTRICAL
18	PLUMBING
19	MECHANICAL
20	ELECTRICAL
21	PLUMBING
22	MECHANICAL
23	ELECTRICAL
24	PLUMBING
25	MECHANICAL

DOOR SCHEDULE

SYMBOL	TYPE	SIZE	FRAME	GLASS	HANDLE	SWITCH
1	SWING	36"x72"	ALUMINUM	CLARIFIED GLASS	LEVER	NO
2	SLIDING	36"x72"	ALUMINUM	CLARIFIED GLASS	LEVER	NO
3	SWING	24"x72"	ALUMINUM	CLARIFIED GLASS	LEVER	NO
4	SLIDING	24"x72"	ALUMINUM	CLARIFIED GLASS	LEVER	NO
5	SWING	30"x72"	ALUMINUM	CLARIFIED GLASS	LEVER	NO
6	SLIDING	30"x72"	ALUMINUM	CLARIFIED GLASS	LEVER	NO
7	SWING	36"x72"	ALUMINUM	CLARIFIED GLASS	LEVER	NO
8	SLIDING	36"x72"	ALUMINUM	CLARIFIED GLASS	LEVER	NO
9	SWING	36"x72"	ALUMINUM	CLARIFIED GLASS	LEVER	NO
10	SLIDING	36"x72"	ALUMINUM	CLARIFIED GLASS	LEVER	NO
11	SWING	36"x72"	ALUMINUM	CLARIFIED GLASS	LEVER	NO
12	SLIDING	36"x72"	ALUMINUM	CLARIFIED GLASS	LEVER	NO
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