

Grand Junction, Colorado

January 7, 1981

The City Council of the City of Grand Junction, Colorado, convened in regular session the 7th day of January, 1981, in the Council Chambers at City Hall. Those present were Council members Louis Brach, Frank Dunn, Robert Holmes, Dale Hollingsworth, Karl Johnson, Bill O'Dwyer, and Jane Quimby, a quorum. Also present were City Attorney Gerald Ashby, City Manager Jim Wysocki, and City Clerk Neva Lockhart.

Council President Jane Quimby called the meeting to order and led in the Pledge of Allegiance.

#### INVOCATION

Reverend David Cushman, First Baptist Church.

#### MINUTES

Upon motion by Councilman Dunn, seconded by Councilman O'Dwyer and carried, the minutes of the regular meetings December 3 and December 17, 1980, were approved as written.

#### APPOINTMENTS TO PLANNING COMMISSION

By secret ballot Florence Graham was elected to a two-year term (January, 1983) on the Planning Commission, and Susan Rinker and Thomas Price were elected to four-year terms (January, 1985) on the Planning Commission. Because he was unable to sit in on the interviews of the applicants, Councilman Hollingsworth abstained from voting.

#### APPOINTMENTS TO PERFORMING ARTS COMMITTEE

Deferred to January 21, 1981, agenda.

#### 3.2% BEER LICENSE RENEWALS

Upon motion by Councilman Brach, seconded by Councilman Hollingsworth and carried with Councilman Holmes voting NO, the following applications to renew 3.2% beer licenses were approved:

1. The Corral, 539 Colorado Avenue
2. Mesa Farmers' Market, Inc., 2651 Highway 50 (Renewal and Approval of Barbara Brown as Secretary/Treasurer of the Corporation.)

#### APPLICATIONS APPROVED FOR LIQUOR LICENSES (CHANGES OF OWNERSHIP)

Upon motion by Councilman Brach, seconded by Councilman Hollingsworth and carried, the following applications for liquor

licenses were approved:

1. Daniel Craig Conway dba Conway's, 929 Main, Hotel-Restaurant License - Presently owned by Old Mexico Foods, Inc.
2. Richard Edwin Robidoux dba Double RR Bar, 2879 North Avenue, Hotel-Restaurant License - Presently owned by Paul Mitchell

APPLICATION FOR TAVERN LIQUOR LICENSE APPROVED WITH CONDITIONS  
(CHANGE OF OWNERSHIP)

Upon motion by Councilman Johnson, seconded by Councilman Brach and carried with Councilman O'DWYER ABSTAINING FROM DISCUSSION AND VOTING and Councilman HOLMES voting NO, the application by Michelle Garcia dba La Barra Famosa del Charro, 227 Rood Avenue, for tavern liquor license with an effective date of February 23, 1981, was approved contingent upon written reports being on file from the Health Department and the Fire Department showing that the restaurant satisfactorily meets the requirements of these agencies prior to the issuance of the license.

HEARING ON APPLICATION BY MORRISON REFINING COMPANY DBA PENNY SAVER SERVICE, 459 PITKIN, FOR 3.2% BEER LICENSE, SALES FOR OFF-PREMISE CONSUMPTION

A hearing was held after proper notice on the application by Morrison Refining Company dba Penny Saver Service, 459 Pitkin Avenue, for 3.2% Beer license which permits sales for off-premise consumption. Officers are:

President/Principal Stockholder: Penelope Merriett  
Vice President: Eugene K. Stephen  
Sec/Treasurer: Gerald W. Castle  
Manager: Chester O. Bailey

The following report was read:

On November 11, 1980, an application was filed by Morrison Refining Company for a 3.2% beer license to be located at 459 Pitkin Avenue under the trade name of Penny Saver Service.

The application was scheduled for hearing by the City Council on Wednesday, January 7, 1981. The sign giving notice of hearing was posted on the property and the display ad giving notice of hearing was published in The Daily Sentinel on Friday, December 26, 1980.

The area from 2nd Street on the west, Colorado Avenue on the north, 7th Street on the east to the north side of railroad right of way on the south was surveyed. Results:

(1) Yes, I am in favor of the issuance of the license as I believe the needs of the neighborhood are not being met by existing outlets. 108

(a) An owner of property in the neighborhood. 21

(b) An employee or business lessee of property in the neighborhood. 38

(c) An inhabitant of the neighborhood. 27

(2) No, I am not in favor of the issuance of the license as I believe the needs of the neighborhood are being met by existing outlets. 47

(a) An owner of property in the neighborhood. 11

(b) An employee or business lessee of property in the neighborhood. 24

(c) An inhabitant of the neighborhood. 11

The Police Department reports that a background check has been completed on the corporate officers and no liquor-related problems or criminal history was noted on the above officers.

Similar type outlets: 6.

The map showing similar type outlets was reviewed.

Penelope Merriett was present with her attorney, Amanda Bailey, for the hearing.

There were no opponents, letters, or counterpetitions.

A Resolution of findings and decision is scheduled on the January 21, 1981, City Council agenda.

TABLED DECEMBER 17, 1980 PRELIMINARY PLAN FOR NORTH AVENUE WEST COMMERCIAL SUBDIVISION LOCATED E OF 25 1/2 ROAD, SW OF HIGHWAY 6 & 50

Taken from the table for resolution was the preliminary plan for North Avenue West Commercial Subdivision located east of 25 1/2 Road and southwest of Highway 6 & 50. The tract contains 7.7 acres designed for 31 lots in a Commercial Zone. Petitioner: Turtle Enterprises, Rottman-Darnell Association, Inc., Mark A. Kareus and Richard D. Weber.

Mr. Robinson of Gingery Associates was present representing the petitioners.

Upon motion by Councilman Dunn, seconded by Councilman Johnson and carried, that since Turtle Enterprises have committed themselves to complying with the City's stipulations the preliminary plan for North Avenue West Commercial Subdivision was approved.

ORDINANCE NO. 1934 - SEWER RATE CHANGES

Upon motion by Councilman O'Dwyer, seconded by Councilman Brach and carried, the Proof of Publication to the following entitled proposed ordinance was accepted for filing: AN ORDINANCE CHANGING SEWER RATES.

Upon motion by Councilman Dunn, seconded by Councilman Johnson and carried, the proposed ordinance was called up for final passage and read. Mr. Tim McGulley, 2444 Bookcliff, questioned whether the ordinance could go into effect the first of February as it would not have been published the thirty days as required by the Charter. The City Attorney responded that this ordinance is not subject to referendum so it can go into effect February 1.

Upon motion by Councilman Brach, seconded by Councilman Dunn and carried by roll call vote with Councilman HOLMES voting NO, the Ordinance was passed, adopted, numbered 1934, and ordered published.

#### ORDINANCE NO. 1935 - WATER RATE CHANGES

Upon motion by Councilman Johnson, seconded by Councilman Brach and carried with Councilman HOLMES voting NO, the Proof of Publication to the following entitled proposed ordinance was accepted for filing: AN ORDINANCE CHANGING THE CHARGES FOR WATER IN THE CITY.

Upon motion by Councilman Dunn, seconded by Councilman O'Dwyer and carried with Councilman HOLMES voting NO, the proposed ordinance was called up for final passage and read.

Comments were had from: Oliver Brock, 415 Orchard Avenue and Mr. McGulley, 2444 Bookcliff.

Upon motion by Councilman Brach, seconded by Councilman Johnson and carried by roll call vote with Councilman HOLMES voting NO, the Ordinance was passed, adopted, numbered 1935, and ordered published.

#### ORDINANCE NO. 1936 - REZONE FROM H.O. TO PB THE PROPERTY N OF U.S. HIGHWAY 50, W OF 27 ROAD

Upon motion by Councilman Johnson, seconded by Councilman Hollingsworth and carried, the Proof of Publication to the following entitled proposed ordinance was accepted for filing: AN ORDINANCE AMENDING THE ZONING MAP, A PART OF CHAPTER 32 OF THE CODE OF ORDINANCE OF THE CITY OF GRAND JUNCTION, BY CHANGING THE ZONING OF CERTAIN LANDS WITHIN THE CITY.

Upon motion by Councilman Hollingsworth, seconded by Councilman Johnson and carried, the proposed ordinance was called up for final passage and read.

There were no comments. Upon motion by Councilman Dunn, seconded

by Councilman Brach and carried by roll call vote, the Ordinance was passed, adopted, numbered 1936, and ordered published.

ORDINANCE NO. 1937 - EXPANDING THE BOUNDARIES OF THE GRAND JUNCTION DOWNTOWN DEVELOPMENT AUTHORITY

Upon motion by Councilman O'Dwyer, seconded by Councilman Johnson and carried, the Proof of Publication to the following entitled proposed ordinance was accepted for filing: AN ORDINANCE EXPANDING THE BOUNDARIES OF THE GRAND JUNCTION DOWNTOWN DEVELOPMENT AUTHORITY.

Upon motion by Councilman Brach, seconded by Councilman Dunn and carried, the proposed ordinance was called up for final passage and read.

There were no comments. Upon motion by Councilman Johnson, seconded by Councilman Hollingsworth and carried by roll call vote, the Ordinance was passed, adopted, numbered 1937, and ordered published.

ORDINANCE NO. 1938 - PHIPPS ANNEXATION NO. 2, E OF B 1/2 ROAD AND HIGHWAY 50 SOUTH

Upon motion by Councilman Dunn, seconded by Councilman Brach and carried, the Proof of Publication to the following entitled proposed ordinance was accepted for filing: AN ORDINANCE ANNEXING TERRITORY TO THE CITY OF GRAND JUNCTION, COLORADO.

Upon motion by Councilman Brach, seconded by Councilman Dunn and carried, the proposed ordinance was called up for final passage and read.

There were no comments. Upon motion by Councilman Dunn, seconded by Councilman Brach and carried by roll call vote, the Ordinance was passed, adopted, numbered 1938, and ordered published.

RESOLUTION SETTING FEBRUARY 10, 1981, SPECIAL ELECTION - APPROVED

The following Resolution was read:

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO, that in the manner provided by law there be submitted to the registered voters at the special election of the City of Grand Junction, Colorado, to be held February 10, 1981, the following proposed amendments to the Charter of the City of Grand Junction, Colorado, for decision by the voters as to whether such amendment should be adopted, to-wit:

(a) That the Charter of the City of Grand Junction be amended by the addition of new sections 158 through 176, inclusive, which shall read as follows:

## ARTICLE XVIII

### COLLECTIVE BARGAINING FOR POLICE OFFICERS

158. STATEMENT OF POLICY. The protection of the public health, safety and welfare demands that the sworn personnel of the police department not be accorded the right to strike or engage in any work stoppage, slowdown, or mass absenteeism. This necessary prohibition does not, however, require the denial to such employees of the City other well-recognized rights of employees, such as the right to organize, be represented by an employee organization of their choice, and the right to bargain collectively concerning rates of pay, hours, grievance procedure, working conditions, and other terms and conditions of employment.

It is hereby declared to be the policy of the City of Grand Junction to accord to the sworn personnel of the police department all the rights of labor other than the right to strike or organize any work stoppage, slowdown or mass absenteeism. To provide for the exercise of these rights, a method of resolution of disputes is hereby established in lieu of the right to strike. The establishment of this method of dispute resolution shall be deemed to be a recognition of the necessary to provide an alternative mode of settling disputes where employees such as police officers, as a matter of public policy, must be denied the right to strike.

159. DEFINITIONS. As used in this Chapter and its subparts, the following terms shall, unless the context requires a different interpretation, have the following meanings:

(a) The term "police officer" shall mean the sworn personnel of the police department of the City of Grand Junction at the time of the adoption hereof, except the ranks of Chief and Captain of the Police Department.

(b) The term "corporate authorities" or "City" shall mean the proper officials, including but not limited to, the Chief of the Police Department, Department of City Personnel, the City Manager, and the City Council, whose duty it is to establish the wages, salaries, rates of pay, hours, working conditions, or other terms and conditions of employment of police officers.

(c) The term "sole and exclusive collective bargaining agent" or "bargaining agent" shall mean an employee organization chosen by the police officers pursuant to Section 161 for the purpose of bargaining regarding the rates of pay, hours, working conditions, or other terms and conditions of employment of police officers.

(d) The term "Final offer" shall be the written offer made latest in time by a party but at least seven (7) days prior to the start of an advisory fact finding hearing.

(e) The term "day" or "days" shall mean calendar days unless

specifically stated otherwise.

160. RIGHT TO ORGANIZE AND BARGAIN COLLECTIVELY.

The sworn personnel of the police department, except the ranks of Chief and Captain of the Police Department shall have the right to bargain collectively with the City and to be represented by an employee organization in such collective bargaining respecting rates of pay, hours, working conditions and all other terms and conditions of employment, including, but not limited to, a grievance procedure culminating in binding arbitration covering both questions of contract interpretation and discipline.

161. SELECTION AND RECOGNITION OF BARGAINING AGENT.

(a) The sole and exclusive collective bargaining agent for the purpose of collective bargaining shall be the sole and exclusive representative for all of the police officers, if the majority of the police officers voting in an election vote for such collective bargaining agent.

(b) When a question arises concerning the selection of a bargaining agent, the City Clerk shall determine the question thereof by taking a secret ballot of police officers and certifying in writing the results thereof to the person, persons, employee organization and corporate authorities involved, said secret ballot election to be conducted not less than fifteen (15) days nor more than thirty (30) days from the date of filing the petition described herein. The City Clerk shall certify the results of the above-described election within one (1) working day of the close of the polls.

(c) Questions concerning the selection of a bargaining agent may be raised only by petition of any police officer, group of police officers, or any employee organization representing or wishing to represent police officers and only if such petition is signed by at least 33 percent of the police officers. Such a petition may be submitted at any time to the City Clerk provided that in the event there is a bargaining agent then certified or recognized by the City, no petition may be filed until said certified or recognized bargaining agent has had a twelve-month period in which to attempt to enter into a collective bargaining agreement with the City, unless said bargaining agent can be shown to have been initiated, created, or dominated by the corporate authorities or persons acting on behalf of the corporate authorities; and provided further that no petition may be filed during the term of an existing collective bargaining agreement, except during the period from January 1 to January 31 of the final year of such collective bargaining agreement. The City Clerk shall make such rules as are necessary and provide appropriate forms for the filing of such petition and the conducting of such elections.

(d) The employee organization selected by the majority of the police officers voting in an election conducted pursuant to

subsection (b) of this section, shall be recognized by the City as the sole and exclusive collective bargaining agent for all police officers, except the ranks of Chief and Captain of the Police Department, unless and until recognition of such labor organization is withdrawn by a vote of a majority of the police officers.

#### 162. OBLIGATION TO BARGAIN IN GOOD FAITH.

(a) It shall be the obligation of the City to meet and confer in good faith with the representative or representatives of the bargaining agent at all reasonable times and places within seven (7) days after receipt of written notice from said bargaining agent of the request for a meeting for collective bargaining purposes. This obligation shall include the duty to cause any agreements resulting from negotiations to be reduced to a written contract, which contract shall be for a term of at least one year and not more than three years.

(b) It shall be the obligation of the bargaining agent of the police officers to meet and negotiate in good faith with the City and/or its designated representatives at all reasonable times and places. This obligation shall include the duty to cause any agreements to be reduced to a written contract, which contract shall be for a term of at least one year, and not more than three years.

(c) In any advisory fact finding hearing conducted pursuant to this Chapter, the advisory fact finder shall consider any evidence about either the corporate authorities' or the bargaining agent's refusal to negotiate in good faith. If the advisory fact finder concludes that either the corporate authorities or the bargaining agent has failed to negotiate in good faith, it shall utilize this conclusion pursuant to Section 166 and may base its findings and recommendations on this conclusion.

#### 163. UNRESOLVED ISSUES SUBMITTED TO ADVISORY FACT FINDING.

In the event that the bargaining agent and the corporate authorities are unable, within thirty (30) days from and including the date of their first meeting, to reach an agreement on a contract, any and all unresolved issues shall be submitted to advisory fact finding. Submission of unresolved issues to advisory fact finding shall not cause the obligation of the parties to bargain in good faith to cease. Any of all issues which are unresolved between the bargaining agent and the corporate authorities within the time periods contained in this paragraph may be agreed to by the parties at any time prior to the second reading by the City Council of an ordinance to conduct a referendum vote of the people pursuant to Section 168. In the event the bargaining agent and the corporate authorities are able to reach agreement upon any or all issues prior to the receipt of the recommendations of the advisory fact finder, then the fact finder shall make no recommendations on such issue or issues. In

the event that, following receipt of the recommendation of the advisory fact finder, the bargaining agent and the corporate authorities are able to reach an agreement upon any or all issues prior to a second reading by the City Council of an ordinance to conduct a referendum vote, then those agreed upon issues shall not be submitted to said referendum vote.

164. FACT FINDER - SELECTION. Within three (3) days from the expiration of the time period referred to in Section 163 hereof, the parties shall attempt to agree upon a fact finder. If the parties are unable to agree to a fact finder within said three (3) day period, either the bargaining agent or the corporate authorities shall inform the American Arbitration Association, or its successor organization, that a fact finder is required. Within ten (10) days thereafter, the appropriate arbitration association shall submit simultaneously to each party an identical list of seven (7) persons as proposed fact finders. It shall have been previously determined by the appropriate arbitration association that the proposed fact finder shall be available and will accept appointment as fact finder within the time period specified hereafter. Within seven (7) days from the mailing date of the list, each party shall cross off two (2) names from the list, and shall number the remaining names indicating the order of its preference and return the list to the appropriate arbitration association. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable. Within ten (10) days after the time the list must be returned to the appropriate association, the arbitration association shall do the following:

(1) From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, it shall appoint one (1) fact finder to serve.

(2) It shall notify the parties of such appointment.

165. HEARINGS.

(a) The fact finder shall call a hearing to be held within twenty-one (21) days after the date of his appointment and shall give at least ten (10) days notice in writing to the bargaining agent and the corporate authorities of the time and place of such hearing. The hearing shall be informal, and the rules of evidence prevailing in judicial proceedings shall not be binding. Any and all documentary evidence and other data deemed relevant by the fact finder shall be received in evidence. The fact finder shall have the power to administer oaths and to require by subpoena the attendance and testimony of witnesses and the production of books, records and other evidence relating to or pertinent to the issues presented to him for determination.

(b) The hearing conducted by the fact finder shall be concluded within fourteen (14) days of the time of commencement. Within five (5) days following the conclusion of the hearings, the parties

may, if they deem necessary, submit written briefs to the fact finder. Within ten (10) days of receipt of such briefs, or within ten (10) days after the conclusion of the hearings, if no post-hearing briefs are filed, the fact finder shall make written findings and a written opinion and decision on the issues presented, a copy of which shall be mailed or otherwise delivered to the bargaining agent and its designated representative and the corporate authorities. Said written findings, opinion and decision, and recommendations shall be reached and discussed in accordance with the provisions of Section 166.

#### 166. FACTORS TO BE CONSIDERED BY THE FACT FINDER.

The fact finder shall conduct the hearings and render his decision upon the basis of a prompt, peaceful and just settlement of all unresolved issues between the bargaining agent and the corporate authorities. The factors to be given weight by the fact finder in arriving at a decision shall include:

(1) Comparison of wage rates, hours, terms and conditions of employment of the police officers with wage rates, hours, terms and conditions of employment of police departments in comparable cities and towns in the United States.

(2) Interest and welfare of the public, and the financial ability of the City to finance the cost items proposed by each party.

(3) Other similar standards recognized in the resolution of interest disputes including, but not limited to, a comparison of the peculiarities of employment in regard to other trades, professions or occupations, specifically:

- (a) Hazards of employment,
- (b) Physical qualification,
- (c) Educational qualifications,
- (d) Mental qualification,
- (e) Job training and skills,
- (f) Degree of responsibility exercised,
- (g) Work schedules.

167. FINAL OFFER PROCEDURE. The fact finder shall recommend either the final offer of the corporate authorities or the final offer of the bargaining agent on each issue and shall state his reasons for recommending such position.

#### 168. ELECTION PROCEDURE FOR IMPASSE RESOLUTION.

- (a) The recommendations of the fact finder shall be advisory only.

The City shall notify the bargaining agent whether it will implement the recommendations of the fact finder within ten (10) days of receipt of said recommendations. The bargaining agent shall advise the corporate authorities within three (3) working days of receipt of the City's decision whether it will enter into a collective bargaining agreement containing the provisions recommended by the fact finder. Failure by either the City or the bargaining agent to so notify the opposite party within these time limits shall be deemed acceptance of the fact finder's recommendations by the defaulting party.

(b) (i) In the event either the City or the bargaining agent is unwilling to enter into a collective bargaining agreement containing the recommendations of the fact finder, the corporate authorities shall cause the recommendations of the fact finder to be referred to a vote of the people not less than thirty (30) nor more than sixty (60) days from the date of the fact finder's recommendations. The corporate authorities shall also place the final offer of the party refusing to accept the fact finder's recommendations on the same ballot proposition as the recommendations of the fact finder. The corporate authorities shall, if requested to do so by the party accepting the fact finder's recommendations, place the final offer of that party on the same ballot proposition as the recommendations of the fact finder. Such request must be made to the corporate authorities within three (3) working days of receipt of the notice of whether the party will implement the fact finder's recommendations.

(ii) The ballot for any election conducted pursuant to subparagraph (i) of this Section shall list the recommendations of the fact finder first. The determination in an appropriate circumstance of whether the final offer of the bargaining agent or the final offer of the corporate authorities shall be listed second shall be made by lot or by a flip of a coin.

(iii) At any election conducted pursuant to subparagraph (i) of this Section, voters shall be permitted to vote in favor of adopting either all of the recommendations of the fact finder, or the entire final offer of the party rejecting the recommendations, or the entire final offer of the party accepting the recommendations, if such offer has been included on the ballot. That selection receiving the most votes in any such election shall be enacted and implemented by the corporate authorities and the bargaining agent. In no event shall any issue upon which the bargaining agent and the corporate authorities have reached an agreement prior to the second reading by the City Council of an ordinance to call a referendum election pursuant to this section be included in such referendum election.

169. COST OF ELECTION. The cost of any special election conducted solely pursuant to Section 168 and a pro rata portion of the cost of any special or general election conducted in part pursuant to Section 168 shall be paid by the party refusing to implement the recommendations of the fact finder. In the event both parties to

the fact finding proceeding refuse to implement the recommendations of the fact finder, the parties shall share equally the cost of conducting an election conducted pursuant to Section 168. The City Clerk shall determine the cost involved in any special election and shall also determine the pro rata share of the party or parties refusing to implement the recommendations of the fact finder for the cost incurred by reason of such refusal.

170. FEES AND EXPENSES OF FACT FINDING. Two-thirds of the necessary fees and necessary expenses of fact finding shall be borne by the City and one-third of such necessary fees and expenses shall be borne by the bargaining agent.

171. COLLECTIVE BARGAINING AGREEMENT - WHAT CONSTITUTES.

The collective bargaining agreement between the City and the bargaining agent of the police officers shall consist of any and all terms actually agreed to by the parties, or accepted by the parties from the recommendations of the fact finder, or selected by the electorate pursuant to this Article.

172. REQUEST FOR COLLECTIVE BARGAINING.

Whenever rates of pay, or any other matter requiring appropriation of money by the City are included as matters of collective bargaining under this Article, it is the obligation of the bargaining agent to serve written notice of request for collective bargaining on the corporate authorities at least one hundred ninety (190) days before the last day for certifying the levy to the board of county commissioners as provided by state law. If such certification ever becomes legally unnecessary, the notice must be served at least one hundred ninety (190) days before the last day on which money can be appropriated by the City to cover the contract period which will be the subject of the collective bargaining procedure.

173. BENEFITS NOT TO BE REDUCED. Those benefits granted to police officers by this Charter, or by applicable ordinances, personnel policy or procedure, or by state statute shall remain in full force and effect until such time as the benefits provided by these provisions may be modified by the terms of a collective bargaining agreement or agreements entered into pursuant to the requirements and provisions of this Article of the Charter and the subdivisions hereof, provided however, that no person who is either receiving or has contributed monies toward a police officer's pension shall cease in any manner to be eligible for the full pension which was contemplated on the date of the adoption of this amendment unless they voluntarily withdraw from the same.

174. PROHIBITION. No person in the sworn personnel of the police department shall engage in any strike, work stoppage, slowdown or mass absenteeism. No person in the sworn personnel of the City or seeking admission thereto shall be appointed, promoted, reduced,

removed or in any way favored or discriminated against because of his race (except as may be provided by a valid affirmative action plan), his political or religious opinions or other affiliations or non-affiliations; provided that it shall be permissible and it shall not be in violation of this Charter for the City to enter into an agreement with the bargaining agent of the police officers which requires the payment by police officers to said bargaining agent of an amount not to exceed the normal dues and assessments required of members of said bargaining agent if seventy-five percent (75%) of the police officers voting in an election conducted by the City Clerk approve including such a provision of any collective bargaining agreement entered into between the City and said bargaining agent.

175. RULES, REGULATIONS, POLICIES AND OTHER ORDINANCES.

The corporate authorities shall not make, promulgate or pass any rule, regulation, policy, standard, procedure or ordinance which conflicts with the terms of any collective bargaining agreement entered into pursuant to this Article.

176. SEVERABILITY.

If any clause, sentence, paragraph, or part of this Article XVIII or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Article or its application.

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

That the Election Notice hereinafter set out be the Notice of the Special Municipal Election to be held in the City on February 10, 1981, and that the same be published, along with the foregoing proposed amendments to the Charter, in accordance with election procedures:

ELECTION NOTICE

CITY OF GRAND JUNCTION, COLORADO

NOTICE OF SPECIAL MUNICIPAL ELECTION

TO BE HELD ON

TUESDAY, FEBRUARY 10, 1981

PUBLIC NOTICE IS HEREBY GIVEN THAT A SPECIAL MUNICIPAL ELECTION WILL BE HELD ON TUESDAY, FEBRUARY 10, 1981, IN THE POLLING PLACES HEREINAFTER DESIGNATED IN THE CITY OF GRAND JUNCTION, COLORADO.

That said Special Municipal Election will be held at the several polling places in the several districts of the City of Grand

Junction, Colorado, as follows:

District A, Precinct 1, Polling Place:

St. Joseph's Catholic Church  
314 White Avenue

District A, Precinct 2, Polling Place:

Columbus School  
2660 UnawEEP Avenue

District B Polling Place:

Grand Junction High School  
1400 N. 5th Street

District C Polling Place:

Orchard Avenue School  
1800 Orchard Avenue

District D Polling Place:

Mesa College Physical Education Center  
North Concourse  
12th and Orchard

District E Polling Place:

Lincoln Park School  
600 N. 14th Street

Upon the date and at the places designated, the polls will open at 7:00 a.m. and will close at 7:00 p.m. The ballots to be used in voting will be prepared and furnished by the City Clerk to the Judges of the election, to be by them furnished to the voters. The election will be held and conducted as nearly as may be as prescribed by law for the election of municipal officers. Registration for the said election will take place in the time and manner now provided by law.

At said election, there shall be and there is hereby submitted to a vote of the registered electors of the City the following Charter Amendment, the Ballot title for which shall read:

"Amending the Charter of the City of Grand Junction providing for the right of members of the police department to bargain collectively with the City of Grand Junction; providing for the establishment of their wages, benefits and working conditions through collective bargaining; providing for advisory fact finding to help resolve labor disputes between the City government and the employee organization representing police officers; providing a method of selection of advisory fact finders; establishing

guidelines for the advisory fact finders to follow; providing for an election procedure whereby qualified electors of the City shall resolve labor disputes at a general or special election; establishing a method by which police officers can select or remove collective bargaining representatives; prohibiting discrimination against members of the Classified Service or applicants thereto but allowing a provision in a collective bargaining agreement which requires the payment to the collective bargaining representative of an amount not to exceed normal dues and assessments by persons covered by the collective bargaining agreement provided that such a clause is approved by seventy-five percent of those voting in a ballot of the police officers; providing that any collective bargaining agreement reached pursuant to this amendment takes precedence over any conflicting rule, regulation, policy, standard, procedure or ordinance of the corporate authorities; and prohibiting police officers from engaging in any strike, work stoppage, slowdown or mass absenteeism."

FOR: \_\_\_\_\_

AGAINST: \_\_\_\_\_

PASSED and ADOPTED this 7th day of January, 1981.

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

Attest:

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

Upon motion by Councilman Brach, seconded by Councilman Hollingsworth and carried by roll call vote, the Resolution was passed and adopted as read.

RESOLUTION STATING THE POSITION OF THE CITY COUNCIL ON THE PROPOSED CHARTER AMENDMENT CHANGING THE STATUS OF THE POLICE DEPARTMENT IN RELATION TO THE ADMINISTRATION OF THE CITY GOVERNMENT AND IN RELATION TO THE OTHER EMPLOYEES OF THE CITY - APPROVED

The following Resolution was read:

RESOLUTION

STATING THE POSITION OF THE CITY COUNCIL ON THE PROPOSED CHARTER AMENDMENT CHANGING THE STATUS OF THE POLICE DEPARTMENT IN RELATION TO THE ADMINISTRATION OF THE CITY GOVERNMENT AND IN RELATION TO THE OTHER EMPLOYEES OF THE CITY.

WHEREAS, through petition, a Charter Amendment is sought to permit the sworn personnel only of the Police Department to organize for the purpose of collective bargaining with the City; and

WHEREAS, the Charter presently provides for a city manager form of government under which a city manager is appointed by the city council to act as the administrator of the city under the policy direction of the council; and

WHEREAS, this system, as it relates to the employees of the City, has worked well for over seventy years leading to the present, effective method of employee representation in discussions with the City Manager as to wages and working conditions through representation selected by the employees, including both sworn and unsworn members of the Police Department, representation being based on the number of employees within a department; and

WHEREAS, the proposed Charter Amendment would result in a one-sidedness substituting an expensive method of negotiating with the sworn members of the Police Department, requiring that one group of City employees be considered separately from all the others and removing the strength of the system which was the working together for the common good of the City, the employees and, more importantly, the taxpaying citizens of the City;

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

That, for the reasons sated, the City Council record itself as being opposed to the amendment of the City Charter in the manner proposed by the sworn personnel of the Police Department of the City as the proposal is not in the best interest of the City and those who support it through the paying of their taxes.

PASSED and ADOPTED this 7th day of January, 1981.

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

Attest:

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

Upon motion by Councilman Johnson, seconded by Councilman Dunn and carried by roll call vote, the Resolution was passed and adopted as read.

RESOLUTION OF INDUCEMENT OF HAC FUNDS - APPROVED

The following Resolution was read:

RESOLUTION

RESOLUTION AGREEING TO ISSUE REVENUE BONDS OF GRAND JUNCTION TO FINANCE RESIDENTIAL FACILITIES FOR LOW AND MIDDLE-INCOME FAMILIES OR PERSONS, AND AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT IN CONNECTION THEREWITH BETWEEN GRAND JUNCTION AND HOUSING ASSISTANCE CORP.

WHEREAS, the City of Grand Junction, Colorado (the "City") is a legally and regularly created, established, organized and existing municipal corporation under the provisions of Article XX of the Constitution of the State of Colorado and the Charter of the City; and

WHEREAS, the City is authorized by the County and Municipality Development Revenue Bond Act, constituting Article 3 of Title 29, Colorado Revised Statutes 1973, as amended (the "Act"), to acquire, own, lease, improve and dispose of properties to the end that more adequate residential housing facilities for low and middle-income families and persons may be provided; and

WHEREAS, the City is further authorized by the Act to issue its revenue bonds (as defined in the Act, including notes and other forms of securities) for the purpose of defraying the cost of financing, refinancing, acquiring, improving and equipping any project; and

WHEREAS, Mesa County, Colorado (the "County") on January 8, 1980, adopted Resolution No. \_\_\_\_\_, agreeing to issue revenue bonds of the County in the aggregate principal amount estimated not to exceed \$100,000,000 to finance residential facilities for low and middle-income families or persons, and authorizing the execution of a memorandum of agreement in connection therewith between the County and Housing Assistance Corp.; and

WHEREAS, the County has not issued such revenue bonds and there are or may be certain legal impediments to the issuance of such bonds by the County; and

WHEREAS, if and to the extent the County is unable to issue its bonds for such purpose, the City desires to take the necessary actions to authorize, issue, sell and deliver its revenue bonds pursuant to the Act in the aggregate principal amount presently estimated not to exceed \$100,000,000 (the "Bonds") in one or more series to make loans available to pay the cost of residential housing facilities for low and middle-income families and persons (the "Project") located at various sites within the City and within eight miles of the nearest corporate limits of the City, together with the costs of funding any reserve funds for the Bonds and costs incidental to the authorization, issuance and sale of the Bonds; and

WHEREAS, the proceeds of the Bonds will be loaned by the City to the purchasers of the residential housing facilities comprising

the Project, through Housing Assistance Corp., a Colorado corporation (the "Company"), pursuant to one or more financing agreements (as defined in the Act, the "Financing Agreement") between the City and the Company, and the Company shall make such Bond proceeds available for the acquisition of the Project; and

WHEREAS, construction, reconstruction or acquisition of the Project has not yet commenced and it is deemed necessary and advisable that a Memorandum of Agreement be executed by the City and the Company setting forth the agreements of the parties with respect to the financing and refinancing of the Project.

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

Section 1. The City hereby agrees that it will authorize and issue the Bonds upon the terms provided in the form of Memorandum of Agreement by and between the Company and the City attached hereto as Exhibit A, in one or more series to pay the cost of the Project, together with the costs of funding any reserve fund for the Bonds and costs incident to the authorization, issuance and sale of the Bonds, which Project is to be located at various sites within the City and within eight miles of the nearest corporate limits of the City, and will take all further action which is necessary or desirable in connection therewith, and its officers are hereby authorized and directed to take all actions necessary or desirable in connection with such financing.

Section 2. The City, subject to the terms and conditions set forth in said Memorandum of Agreement, will authorize and execute (a) one or more Financing Agreements whereby the Company will provide for payments by the purchasers of the residential housing facilities comprising the Project sufficient to pay all of the principal of, premium, if any, and interest on the Bonds, (b) one or more indentures of trust (the "Indenture") to secure such Bonds, and (c) such other instruments and documents as shall be necessary or desirable in connection with such financing.

Section 3. The Memorandum of Agreement by and between the Company and the City, substantially in the form and with the contents set forth in Exhibit A attached hereto, be and the same is hereby approved and authorized and the signatures of the President of the City Council and the City Clerk are hereby authorized and directed to be affixed thereto.

Section 4. Mr. Stanley M. Raine, Mr. Richard B. Bowles, Mr. Michael Cheroutes, and Mr. John O. Swendseid of Sherman & Howard, 2900 First of Denver Plaza, 633 Seventeenth Street, Denver, Colorado, are hereby appointed attorneys-in-fact, any of whom may represent the City with respect to any requests for revenue rulings to be submitted to the Internal Revenue Service in connection with the Project and the Bonds, and the President of the City Council and the City Clerk are hereby authorized to execute and deliver any documents deemed necessary or desirable to

evidence such appointments. The City hereby appoints Coughlin and Company, Inc. and Blyth Eastman Paine Webber Incorporated as underwriters of the Bonds, to be sold subject to terms and conditions as may be hereafter mutually agreed between the parties.

Section 5. The Bonds and interest coupons, if any, appurtenant thereto shall never constitute the debt or indebtedness of the City within the meaning of any provision or limitation of the Constitution or statutes of the State of Colorado, and shall not give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers, but shall be secured and payable only by a pledge of the revenues derived from the purchasers of the residential housing facilities comprising the Project, through the Company, pursuant to the Financing Agreement and other funds and security devices to be pledged under the Indenture.

Section 6. Nothing contained in this resolution, in any such request for a revenue ruling or in such Memorandum of Agreement shall constitute the debt or indebtedness of the City within the meaning of any provision or limitation of the Constitution or statutes of the State of Colorado, or give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers.

Section 7. If any section, paragraph, clause or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 8. All bylaws, orders and resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. The repealer shall not be construed as reviving any bylaw, order or resolution, or part thereof.

Section 9. All action (not inconsistent with the provisions of this resolution) heretofore taken by the City Council and the officers of the City with respect to the Project and the authorization, issue and sale of the Bonds be, and the same hereby is, ratified, approved and confirmed.

PASSED, ADOPTED, SIGNED and APPROVED this January 7, 1981.

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

Attest:

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

Approved as to Form

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City Attorney

EXHIBIT A

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is between the City of Grand Junction, Colorado (the "City") a municipal corporation created, established, organized and existing under the provisions of Article XX of the Constitution of the State of Colorado and the City Charter, and Housing Assistance Corp., a corporation organized and existing under the laws of the State of Colorado (the "Company"), for the purpose of promoting a public purpose of the City as stated in Article 3 of Title 29, Colorado Revised Statutes 1973, as amended.

1. Preliminary Statement. Among the matters of mutual inducement which have resulted in the execution of this Agreement are the following:

(a) The City is a municipality of the State of Colorado authorized and empowered by the provisions of the County and Municipality Development Revenue Bond Act, constituting Article 3 of Title 29, Colorado Revised Statutes 1973, as amended (the "Act"), to issue revenue bonds (as defined in the Act, including note and other forms of securities) for the purpose of defraying the cost of financing, acquiring, improving, and equipping one or more projects and to enter into a financing agreement (as defined in the Act, hereinafter referred to as the "Financing Agreement") with respect to such project.

(b) The City is further authorized by the Act to refinance obligations previously incurred to finance or aid in financing of projects which would constitute a project had it been originally undertaken and financed by the City pursuant to the Act.

(c) In order to provide more adequate residential housing facilities for low and middle-income families and persons, the City proposes to finance and refinance the acquisition of residential housing facilities consisting of apartments and single family dwelling units, together with structures, equipment, improvements and other facilities necessary or desirable in connection with said residential housing facilities and functionally related and subordinate thereto (the "Project"). The Project will be located at various sites within the City and within eight miles of the nearest corporate limits of the City. It is possible that certain items or facilities may be acquired but deleted from the Project for financing purposes (based upon determinations as to qualification under the Act). It is estimated

that the cost of the Project may be as much as approximately \$100,000,000.

(d) It is deemed necessary and advisable for the provision of more adequate residential housing facilities for low and middle-income families and persons and the promotion of the general health and welfare of the inhabitants of the City that the acquisition of the Project be commenced and completed at the earliest practicable date.

(e) Representatives of the City have indicated the willingness of the City to proceed with the effect such financing in order to assist in providing more adequate residential housing facilities for low and middle-income families and persons within the City and have advised the Company that subject to due compliance with all requirements of law and the obtaining of all necessary consents and approvals and to the happening of all acts, conditions and things required precedent to such financing, the City pursuant to the Act, will issue and sell in one or more series its revenue bonds to pay the costs of the Project, together with the costs of funding any reserve funds for the Bonds and the expenses incident to the issuance of the Bonds, if and to the extent Mesa County, Colorado, is unable or otherwise fails to issue its revenue bonds for a project similar to the Project.

(f) The City considers that the financing of the Project and the entering into of the Financing Agreement with the Company will be consistent with the objectives of the Act, will promote the provision of more adequate residential housing facilities for low and middle-income families and persons, and will thereby promote the general health and welfare of the inhabitants of the City. This commitment is an affirmative official action of the City toward the issuance of the Bonds as herein contemplated in accordance with the purpose of the Act.

2. Undertakings on the Part of the City. Subject to the conditions above state, the City agrees as follows:

(a) If and to the extend Mesa County, Colorado, is unable or otherwise fails to issue its revenue bonds for a project similar to the Project, the City will authorize or cause to be authorized the issuance and sale of Bonds in one or more series in an aggregate principal amount presently estimated not to exceed \$100,000,000.

(b) It will adopt or cause to be adopted such proceedings and authorize the execution of such documents as may be necessary or advisable for the authorization, issuance and sale of the Bonds and the financing of the Project, including one or more Financing Agreements under which the proceeds of the Bonds will be loaned to the purchasers of the residential housing facilities comprising the Project, through the Company, and one or more Indentures of Trust between the City and a trustee or trustees to be named under which the Bonds will be issued and secured, all as shall be

authorized by law and mutually satisfactory to the City and the Company.

(c) The aggregate sums payable under the Financing Agreement shall be sufficient to pay the principal of, premium, if any, and interest on the Bonds, all trustee's and paying agents' fees and any expenses of the City in connection with the Bonds as and when the same shall become due and payable.

(d) The City will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuant thereof.

(e) In authorizing the issuance of the Bonds pursuant to this Agreement, the City will make no warranty, either express or implied, that the proceeds of the Bonds will be sufficient to pay all costs of the Project.

(f) The Bonds shall specifically provide that they shall be payable solely out of the revenues derived from the financing of the Project (except to the extent payable out of Bond proceeds and other funds or security devices pledged under such Indenture or Indentures of Trust), that they shall never constitute a debt or indebtedness of the City within the meaning of any provision or limitation of the Constitution or statutes of the State of Colorado and that they shall not give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers.

3. Undertakings on the Part of the Company. Subject to the conditions above stated, the Company agrees as follows:

(a) It will enter into or cause to be entered into such contract or contracts as may be necessary for the acquisition of the Project.

(b) Contemporaneously with the delivery of each issue of Bonds, it will enter into a Financing Agreement with the City under the terms of which the Company will obligate itself to make the proceeds of the Bonds available for the acquisition of the Project financed by such issue of Bonds and to provide for payment to the City by the purchasers of the residential housing facilities comprising the Project of sums sufficient in the aggregate to pay the principal of, premium, if any, and interest on such issue of Bonds, all trustee's and paying agents' fees and any expenses of the City in connection with such issue of Bonds as and when the same shall become due and payable. Such Agreement shall also contain such other provisions as shall be mutually acceptable to the City and the Company.

(c) It will take such further action and such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

4. General Provisions.

(a) If the Bonds are not issued and sold, the Company agrees that it will reimburse the City for all reasonable and necessary direct out-of-pocket expenses which the City may incur at the request of the Company arising from the execution of this Agreement and the performance by the City of its obligations hereunder.

(b) All covenants and agreements herein contained by or on behalf of the City and the Company shall bind and inure to the benefit of the respective successors and assigns of the City and the Company.

IN WITNESS WHEREOF, the parties have entered into this Agreement by their officers thereunto duly authorized this December 17, 1980.

CITY OF GRAND JUNCTION

By: /s/ Jane S. Quimby

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

ATTEST:

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

HOUSING ASSISTANCE CORP.

By:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

Upon motion by Councilman Dunn, seconded by Councilman Brach and carried by roll call vote, the Resolution was passed and adopted as read.

RESOLUTION AUTHORIZING CONVEYANCE OF AN INTEREST IN PROPERTY BY THE CITY MANAGER - PIAB APPROVED

The following Resolution was read:

RESOLUTION

AUTHORIZING CONVEYANCE OF AN INTEREST IN PROPERTY BY THE CITY MANAGER.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION:

That the City Manager, James E. Wysocki, is authorized and directed, as the act of the City and on behalf of the City, to convey to the City of Grand Junction or the City of Grand Junction and the County of Mesa, by Quit Claim Deed, any interest the City may have in lands situate in the County of Mesa, State of Colorado, described as:

The E2 of the NW Quarter of the SE Quarter, the NE Quarter of the SE Quarter and all that part of the SE Quarter of the NE Quarter lying S of the Grand Valley Canal, in Section 29, T1N, R1W, Ute Meridian, EXCEPT all that part of said NE Quarter of the SE Quarter lying E of the centerline of Berry Creek and S of the centerline of drain ditch.

PASSED and ADOPTED this 7th day of January, 1981.

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

Attest:

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

Upon motion by Councilman Brach, seconded by Councilman O'Dwyer and carried by roll call vote, the Resolution was passed and adopted as read.

RESOLUTION REGARDING STATE LOTTERY - APPROVED

The following Resolution was read:

RESOLUTION

OF POSITION ON STATE-RUN LOTTERY.

WHEREAS the voters of the State of Colorado, on November 4, 1980, approved a constitutional amendment to authorize a state-run lottery, and

WHEREAS the ballot and all promotional material designated the lottery proceeds for local parks and recreation projects, and

WHEREAS all proceeds from a lottery are to be directed to the Conservation Trust Fund, and

WHEREAS the proceeds from the Conservation Trust Fund are to be used for the acquisition, development and maintenance of conservation sites, and

WHEREAS the amount of the lottery proceeds are presently unknown.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Grand Junction opposes any redistribution of the Conservation Trust Fund proceeds for other than parks and recreation purposes.

PASSED and ADOPTED this 7th day of January, 1981.

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

Attest:

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

Upon motion by Councilman Brach, seconded by Councilman Dunn and carried by roll call vote with Councilman HOLMES voting NO, the Resolution was passed and adopted as read.

CITY TO JOIN COLORADO MUNICIPAL LEAGUE IN PROCEEDINGS AGAINST MOUNTAIN BELL'S PROPOSED RATE INCREASES IN 1981 - FOUR CENTS (4 cents) PER CAPITA - \$1,018.18

Upon motion by Councilman Brach, seconded by Councilman O'Dwyer and carried with Councilman HOLLINGSWORTH voting NO, the City Manager was authorized to join the participation with the Colorado Municipal League in the proceedings against Mountain Bell's proposed rate increases in 1981.

CSI REQUEST FOR \$28,000 OF REVENUE SHARING FUNDS - DECISION OF COUNCIL DECEMBER 17, 1980, STANDS

CSI Executive Director Jack Connolly appeared before Council to request reconsideration of Revenue Sharing Funds, specifically CSI's request for \$28,000 to develop an Associate Director position. Consensus of Council was that the decision made on December 17, 1980, for the apportionment of the Revenue Sharing Funds stand.

COMMENTS ON INITIATIVE PETITIONS

Councilman Hollingsworth stated that he favors the initiative process but in the last initiative petition submitted, an excessive amount of time, in his opinion, was spent in checking the petitions. He recommended that the necessary steps be taken to correct this situation by requiring signers of petitions be registered electors.

INTERNATIONAL YEAR OF THE DISABLED PERSON

Councilman Holmes reported that this is the year of the Disabled Person. He will continue to work with the people at Hilltop House.

NORTH 15TH STREET

Mr. Harlan Davis, 2205 N. 15th Street, appeared before Council to note an error in the street improvements to North 15th Street. The City Manager said that he would have the County Surveyor write a letter to Mr. Davis explaining the process used for the street.

ADJOURNMENT

Upon motion by Councilman O'Dwyer, duly seconded and carried, the meeting was adjourned.

Neva B. Lockhart

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Neva B. Lockhart, CMC  
City Clerk