

GRAND JUNCTION, COLORADO MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL

FEBRUARY 5, 1992

The City Council of the City of Grand Junction, Colorado, convened in regular session the 5th day of February, 1992, at 7:30 p.m. in the City/County Auditorium at City Hall. Those present were Jim Baughman, John Bennett, Bill Bessinger, Bill McCurry, Paul Nelson, Reford Theobold, and President of the Council Conner Shepherd. Also present were City Manager Mark Achen, City Attorney Dan Wilson, and City Clerk Neva Lockhart.

Council President Shepherd called the meeting to order and Councilman Theobold led in the Pledge of Allegiance. The audience remained standing during the invocation by Harry Griff, representing the Jewish Community.

PROCLAMATION DECLARING FEBRUARY 9 THROUGH FEBRUARY 15, 1992, "NATIONAL SALUTE TO HOSPITALIZED VETERANS WEEK"

APPOINTMENT TO CLUB 20 BOARD

Upon motion by Councilman Theobold, seconded by Councilman McCurry and carried, Councilman Paul Nelson was appointed to the Club 20 Board.

CITIZEN PARTICIPATION - RON HALSEY DISCUSSES COALITION ON DISABILITIES

Mr. Ron Halsey, 2641 Texas Avenue, representing the Mesa County Coalition on Disabilities, discussed the lack of official comment by the City Council regarding the discussion at the December 18, 1991, City Council Meeting of the appointment of an additional disabled person (Mr. Scott Brown) to the Grand Junction Planning Commission. Councilman Theobold explained that his personal comments were based on the fact that he felt Mr. Brown's main interest was with regard to the handicapped. Councilman Theobold stated that he and Scott Brown discussed this at the Planning Commission interviews. He felt that Mr. Brown has shown an interest in a single issue. He has been very active in MesAbility. He has told Councilman Theobold that he is attending the Council meetings for the sole purpose of discussing handicap issues and MesAbility funding, in particular. Mr. Theobold interprets that as being a narrow view of only one issue that he had in mind. For that reason, he felt it was inappropriate that Mr. Brown serve on the Board. Mr. Theobold also noted the Daily Sentinel article where Mr. Brown stated that he felt he needed to serve on the Planning Commission for the sole purpose of handicap representation. Councilman Theobold felt there was already sufficient representation on the Board by the disabled. He felt Mr. Brown's activism for the disabled is very admirable. However, he felt that in order to serve on the Planning Commission, one needs to have a more diverse interest in the community. Councilman

Theobold's intention was not to be offensive. During the previous interview session, Councilman Theobold nominated Scott Brown for appointment to the Board. Subsequently, Mr. Brown was appointed to the Planning Commission Board.

Councilman Theobold requested that Mr. Halsey leave a phone number and he will contact him for further discussion.

Mr. Scott Brown, 1405 Wellington, asked Council to speak in defense of its citizens when a Council member should make a wrong remark at the wrong time. Consensus of Council was that a wrong remark had not been made, although when a wrong remark is made, Council will gladly admit it. Council encourages citizens to participate, and hopes to never discourage. If an individual or group feels Council is discouraging them, they should bring it to Council's attention and to the public's attention.

CITIZEN PARTICIPATION - DAVE DEARBORN DISCUSSES ANNEXATIONS

Mr. Dave Dearborn, 3093 Walnut Place, felt that certain members of the City Council have not treated him fairly in recent discussions regarding annexations. He felt only half the picture was portrayed to him. He was told by Council that it would cost him an additional \$18 per year in property taxes to be annexed into the City. No consideration was given to the fact that he will now pay City Sales Taxes as well. Mr. Dearborn estimated approximately \$300 to \$500 per household in extra sales tax will be paid if annexed by the City. He stated that the average income per household (2-1/2 members per household) is \$35,000.

City Manager Mark Achen responded by stating that Mr. Dearborn's assumption is that everyone is going to purchase a \$21,000 automobile each year, or that the City sales tax applies totally County-wide. It does not. The people being annexed into the City are probably not going to change their shopping patterns, and they are either paying the City sales tax now or they are not. The only thing that is going to change is their purchase of major items. Someone who spends \$18,000 a year on a major item such as carpet, furniture, or new vehicles is unlikely to be a family that lives on \$35,000 a year. That means half their income is being spent on major items each year. The numbers that Mr. Dearborn gives are inflated.

* * * CONSENT CALENDAR * * *

Upon motion by Councilman Nelson, seconded by Councilman Theobold and carried by roll call vote, the following Consent items 1 through 10 were approved:

1. Approve the minutes of the Regular Meeting January 22, 1992
2. Award Contract for City Shop Building Office Renovation to Francis Constructors, Inc., \$237,460.

There were eleven bidders on this project. The bids were as follows:

Francis Constructors, Inc.	\$237,460
J. Dyer Construction, Inc.	\$238,050
Classic Constructors, Inc.	\$241,220
Delbert L. McClure	\$245,670
Marcal Construction, Inc.	\$251,200
Sea-Me Corporation	\$258,006
William Price Construction	\$264,140
G.A. Western Construction Co.	\$265,080
Parker G. C., Inc.	\$265,200
Sun King Management Corp.	\$269,258
Phipps-Newell Const., Inc.	\$273,320

3. Award Contract for purchase of 8,750 tons of various size Gravel to Whitewater Sand and Gravel - \$39,750.00

Bids were opened January 22, 1992, for the purchase and delivery of 8,750 tons of gravel. Invitation for Bids were sent to six (6) vendors; four (4) bids were received. The low bid of \$39,750.00 was submitted by Whitewater Sand and Gravel. Recommend award to low bidder.

4. *Resolution No. 13-92 Approving the Highway Safety Contract #27-92 with the Colorado Department of Transportation.

5. Approve Cemetery Agreement with Jewish Community Center of Grand Junction, Inc., (JCC), establishing a Jewish Cemetery in a portion of Municipal Cemetery.

This contract will establish an area south of the existing Municipal Cemetery and east of the cremation garden as a Jewish section. The JCC will reimburse the City for the development and platting costs. They will also arrange for the installation, with Parks and Recreation Department approval, all shrubbery and fencing as may be required.

6. *Resolution No. 14-92 Granting an Easement to the Grand Junction Drainage District

The proposed resolution would authorize the City Manager to grant an easement to the Grand Junction Drainage District for a drainage line in the right-of-way for Manor Avenue.

7. *Resolution No. 15-92 of Intent to Create I.D. ST-92, Phase A, Alley Improvements, and giving Notice of Hearing.

The City has received petitions requesting an Improvement District to reconstruct four alleys. All petitions have been signed by more than 50% of the owners of the property to be assessed. The proposed resolution would state Council's intent to create an improvement district and give notice of a public hearing to be held on March 18, 1992. The alleys being petitioned for reconstruction are as follows:

1. East/West alley from 11th Street to 12th Street between Gunnison Avenue and Hill Avenue;
2. East/West alley from 12th Street to 13th Street between Chipeta Avenue and Gunnison Avenue;
3. East/West alley from 13th Street to 14th Street between Chipeta Avenue and Gunnison Avenue;
4. East/West alley from 14th Street to 15th Street between Ouray Avenue and Chipeta Avenue.

All alleys would be recommended with concrete pavement. Some sewer lines may be replaced during construction. In addition, the Public Service Company usually replaces old gas pipelines in the alleys prior to construction at no cost to the City.

8. Ratify City Manager's signature on Fair Labor Standards Act Settlement.

9. Authorize the President of the Council to sign Acceptance of the grant offer by the Federal Aviation Administration for Airport Improvement Program Project No. 3-08-0027-11 at Walker Field in the amount of \$925,722 to modify air carrier and general aviation aprons and install security improvements; and

Approve Supplemental Co-Sponsorship Agreement with Walker Field, Colorado, Public Airport Authority, and authorize the City Manager to sign

The Airport Authority and Federal Aviation Administration (FAA) are in the process of finalizing the Grant Agreement for 1992, known as Project No. 011. Harry Griff, Airport Authority attorney, has reviewed the Grant Agreement and Assurances incorporated by reference therein, and can confirm that the Grant Agreement and Assurances are, insofar as the City's Co-Sponsorship Agreement is concerned, essentially in the same form as last year's with Project No. 010, except for conforming changes to reflect the new dollar figures involved, new dates involved, and the name of the chairperson who will be executing the Agreement on behalf of the Airport Authority.

10. Authorize the City Manager to sign Agreement to allow the Department of Energy and the State of Colorado temporarily to store personal property on City property with street address of 545 Noland Avenue in order to allow DOE to remediate 555 Noland Avenue.

RESOLUTION NO. 13-92

A RESOLUTION APPROVING THE HIGHWAY SAFETY CONTRACT #27-92 WITH THE COLORADO DEPARTMENT OF TRANSPORTATION

WHEREAS, the City of Grand Junction, on behalf of the Grand Junction Police Department, has submitted as application to the Colorado Department of Transportation, Office of Traffic Safety, for funding a traffic safety project; and

WHEREAS, the State of Colorado has approved the application and has prepared Highway Safety Contract #27-92 which requires the City of Grand Junction to provide certain matching funds for this project; and

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

WHEREAS, Highway Safety Contract #27-92 requires matching funds in the amount of \$15,400, has been presented to the City of Grand Junction for approval; and

WHEREAS, a resolution by the City Council of the City of Grand Junction has formally approved the Highway Safety Contract, obligated the required local match funds, and authorized the proper signature to be affixed to the Contract indicating such approval;

NOW THEREFORE, BE IT RESOLVED, that the City of Grand Junction hereby approves the term, conditions and obligations of Highway Safety Contract, 27-92, obligates sufficient local funds to satisfy the local funding requirements of the Contract, and hereby authorizes the City Manager, Mark K. Achen, to sign the Highway

Safety Contract on behalf on the City of Grand Junction.

PASSED and ADOPTED this 5th day of February, 1992.

NAME

Conner W. Shepherd
President of the Council

ATTEST:

Neva B. Lockhart, CMC
City Clerk

DEPARTMENT OR AGENCY NUMBER

CONTRACT ROUTING NUMBER

CONTRACT

THIS CONTRACT, made this _____ day of _____, 1991, by and between the State of Colorado, for the use and benefit of the Department of Transportation, Office of Transportation Safety, 4201 East Arkansas Avenue, Denver, Colorado 80222, hereinafter referred to as the State, and the City of Grand Junction for the use and benefit of the Grand Junction Police Department, 625 Ute Avenue, Grand Junction, CO 81501, hereinafter referred to as the Contractor,

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment in Fund Number 303, Appropriation Code 2001, Contract Encumbrance Number 99777; and

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

WHEREAS, the State is authorized under Sections 43-5-401 and 24-42-103, C.R.S., as amended, to coordinate with the federal government and other entities to develop and implement plans and programs involving all aspects and components of traffic safety in Colorado; and

WHEREAS, the State has received approval and funding for implementation of its Fiscal Year 1992 Highway Safety Plan (HSP) from the U.S. Department of Transportation, National Highway Traffic Safety Administration and Federal Highway Administration; and

WHEREAS, The HSP contains programs and activities designed to reduce the frequency and severity of traffic crashes or improve

the operational efficiency of existing traffic safety programs in Colorado; and

WHEREAS, the State determines which agencies or entities would be most appropriate in completing the objectives, conducting the activities and providing the services required by the HSP; and

WHEREAS, the Contractor has submitted an Application to conduct certain activities approved in the HSP which has been approved by the State and which is incorporated herein to the extent consistent with the terms of this contract; and

WHEREAS, the Contractor, a political subdivision of the State, has the technical ability to properly complete the objectives and activities described in Attachment A of the Contract; and

WHEREAS, it has been determined no State agency can reasonably conduct the activities and provide the services required of the Contractor; and

WHEREAS, this contract is executed by the State under authority of Sections 43-5-401 and 24-42-101, C.R.S., as amended, and is executed by the Contractor under authority of Section 29-1-203, C.R.S., as amended, and as authorized by the formal resolution attached hereto as Attachment C; and

WHEREAS, the Contractor warrants it has taken all necessary steps to ensure the individual Contractor signatory below has the authority to sign this Contract.

NOW THEREFORE, it is hereby agreed as follows:

1. The Contractor shall carry out the program, conduct all the activities and provide the services as described in the Scope of Work attached hereto as Attachment A and detailed in Attachment A. These Attachments are attached hereto and are incorporated herein by this reference.

2. In the performance of the Work, the Contractor shall comply with all applicable administrative procedures and contract requirements contained in the October 1, 1990 Colorado Highway Safety Contract Management Manual, hereinafter referred to as the Contract Manual, which is incorporated herein and made part hereof by reference. Such procedures and requirements are conditions of this contract.

3. The Contractor shall submit periodic and final reports to the State according to the requirements of the Contract Manual and the reporting criteria set forth in page 3 of Attachment A.

4. The Contractor shall comply with the budget for this contract as set forth in page 4 of Attachment A. The Contractor shall be solely responsible for all costs incurred in excess of this budget amount.

5. The total estimated program costs shall be \$31,790. Subject to the conditions of this contract, the State and Contractor shall participate in providing this amount as follows:

A. State share (federal Funds) shall not exceed	\$16,390
B. Contractor share (estimated in-kind as detailed in application	15,400
C. Total estimated program costs	\$31,790

The State share shall be comprised entirely of federal funds made available to the State. The State share amount of this Contract shall not be exceeded without the benefit of a written supplemental contract executed prior to the performance of additional activities or the incurring of additional costs. If the actual total program costs are less than the estimated total program costs as a result of the contractor's failure to expend the estimated contractor share, the state's share shall be reduced proportionately unless a prior written supplemental contract has been executed which reduced the required contractor share. The contractor may increase the contractor share without further state approval. This increase shall have no impact on the state share.

6. The State shall reimburse the Contractor for the accomplishment of this Contract exclusively from funds made available for this contract under the Highway Safety Act, Title 23, U.S.C. Section 402. Such reimbursement shall be only as provided in the Contract Manual. Such reimbursement shall be contingent upon the contribution by the Contractor of its participation share as provided herein, and shall be contingent upon the continuing availability of federal funds under the Highway Safety Act, Title 23, U.S.C. Section 402, for the purposes hereof.

7. The term of this Contract shall begin on the effective date and shall terminate on September 30, 1992. The effective date of this Contract shall be the date the required signature approval of the State Controller is obtained on this Contract, as evidenced by the date first appearing above. Contractor agrees that any contract work performed or costs incurred prior to the effective date shall not be compensated under the terms of this Contract.

8. The Contractor agrees that any subcontract entered into under this Contract shall meet all applicable state and federal requirements and must be approved by the Director, Office of Transportation Safety, prior to execution. Contractor shall not

assign this Contract without prior written approval of the State.

9. a) Termination Due to Loss of Funding. The parties hereto expressly recognize the Contractor is to be paid, reimbursed, or otherwise compensated solely with federal funds provided to the State for the purpose of contracting for the services provided for herein. Therefore, the Contractor expressly understands and agrees all its rights, demands and claims to compensation arising under this Contract are contingent upon receipt of such funds by the State. In the event such funds or any part thereof are not received by the State, the State may immediately terminate or amend this Contract.

b) Termination for Cause. If, for any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Contract, the State shall thereupon have the right to terminate this Contract for cause by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the Contractor shall not be relieved of liability to the State for any damages sustained by the State by virtue of a breach of the Contract by the Contractor, and the State may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the State from the Contractor is determined.

c) Termination for Convenience. The State may terminate this Contract at any time the State determines the purposes of the distribution of monies under the Contract would no longer be served by completion of the Project. The State shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least 20 days before the effective date of such termination.

10. The special Provisions attached hereto are hereby made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused the foregoing Contract to be executed by their duly authorized officers the day and year first above written.

ATTEST

Chief Clerk
Department of Transportation

STATE OF COLORADO
ROY ROMER, GOVERNOR

JOHN E. CONGER, DIRECTOR
OFFICE OF TRANSPORTATION SAFETY

ATTEST

By

Title

Contractor

By

Title City Manager

APPROVALS

State Controller

By

GEORGE H. MEARES, CONTROLLER
DEPARTMENT OF TRANSPORTATION

GALE NORTON
Attorney General

By

BARRY B. RYAN
Assistant Attorney General
Natural Resources Section

Form 6-AC-02B

SPECIAL PROVISIONS

CONTROLLER'S APPROVAL

1. This contract shall not be deemed valid until it shall have been approved by the Controller of the State of Colorado or such assistant as he may designate. This provision is applicable to any contract involving the payment of money by the State.

FUND AVAILABILITY

2. Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

BOND REQUIREMENT

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

INDEMNIFICATION

4. To the extent authorized by law, the contractor shall indemnify, save and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

DISCRIMINATION AND AFFIRMATIVE ACTION

5. The contractor agrees to comply with the letter and spirit of the Colorado Antidiscrimination Act of 1957, as amended, and other applicable law respecting discrimination and unfair employment practices (24-34-402. CRS 1982 Replacement Vol.), and as required by Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975. Pursuant thereto, the following provisions shall be contained in all State contracts or sub-contracts.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age. The contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to the above mentioned characteristics. Such action shall include, but not be limited to the following employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; lay-offs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth provisions of this non-discrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age.

(3) The contractor will send to each labor union or representative of workers with which he has collective bargaining agreement or other contract or understanding, notice to be provided by the contracting officer, advising the labor union or workers' representative of the contractor's commitment under the Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975, and of the rules, regulations, and relevant Orders of the Governor.

(4) The contractor and labor unions will furnish all information and reports required by Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, and by the rules, regulations and Orders of the Governor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the office of the Governor or his designee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(5) A labor organization will not exclude any individual otherwise qualified from full membership rights in such labor organization, or expel any such individual from membership in such labor organization or discriminate against any of its members in the full enjoyment of work opportunity, because of race, creed, color, sex, national origin, or ancestry.

(6) A labor organization or the employees or members thereof will not aid, abet, incite, compel or coerce the doing of any act defined in this contract to be discriminatory or obstruct or prevent any person from complying with the provisions of this contract or any order issued thereunder, or attempt either directly or indirectly, to commit any act defined in the contract

to be discriminatory.

(7) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further State contracts in accordance with procedures, authorized in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975 and the rules, regulations, or orders promulgated in accordance therewith, and such other sanctions as may be imposed and remedies as may be invoked as provided in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, or by rules, regulations, or orders promulgated in accordance therewith, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraph (1) through (8) in every sub-contract and subcontractor purchase order unless exempted by rules, regulations, or orders issued pursuant to Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any sub-contracting or purchase order as the contracting agency direct, as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with the subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the State of Colorado to enter into such litigation to protect the interest of the State of Colorado.

COLORADO LABOR PREFERENCE

6a. Provisions of 8-17-101 & 102, CRS for preference of Colorado labor are applicable to this contract if public works within the State are undertaken hereunder and are financed in whole or in part by State funds.

b. When construction contract for a public project is to be awarded to a bidder, a resident bidder shall be allowed a preference against a non-resident bidder from a state or foreign country equal to the preference given or required by the state or foreign country in which the non-resident bidder is a resident. If it is determined by the officer responsible for awarding the bid that compliance with this subsection .06 may cause denial of federal funds which would otherwise be available or would otherwise be inconsistent with requirements of federal law, this subsection shall be suspended, but only to the extent necessary to prevent denial of the moneys or to eliminate the inconsistency with federal requirements (section 8-19-101 and 102, CRS).

GENERAL

7. The laws of the State of Colorado and rules and regulations

issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this contract. Any provision of this contract whether or not incorporated herein by reference which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that this contract is capable of execution.

8. At all times during the performance of this Contract, the Contractor shall strictly adhere to all applicable federal and state laws, rules and regulations that have been or may hereafter be established.

9. The signatories hereto aver that they are familiar with 18-8-301, et seq., (Bribery and Corrupt Influences) and 18-8-401, et. seq., (Abuse of Public Office), CRS 1978 Replacement Vol., and that no violation of such provisions is present.

10. The signatories aver that to their knowledge, no state employee has a personal or beneficial interest whatsoever in the service or property described herein:

COLORADO DEPARTMENT OF TRANSPORTATION
OFFICE OF TRANSPORTATION SAFETY

CONTRACT OBJECTIVE PLAN

State Program: Public Ways

Contracting Agency: Grand Junction Police Dept.

State Sub-Program: Highway Safety

Project Coordinator: Sgt. Lynden Benoit

Problem Solution Plan: Police Traffic Services

Contract Period: 2/1/92 to 9/30/92

Project # 27-92

HSP # 92-02

Task # 22-03

Objective:

To complete the implementation of a comprehensive community

traffic safety program in its third and final year of a planned three year schedule. Provide three year plan for future activities including funding sources by September 30, 1992.

Task Activity #	Activity Description
22-03.1	The Grand Junction Traffic Safety Council is the pivotal group around which all community traffic safety programs revolve. Continue support for the Council's efforts including:
	. its central role in community oriented policing and communication with citizens on traffic safety issues. Evaluate the use of a task force made up of relevant city departments (Police and Engineering) and the Council to formally address citizen concerns regarding traffic.
	. its programs to reach youthful drivers including education, awareness and alternative activities. Provide youth leadership training as one of these programs (August).
	. its promotion of occupant protection as the theme in three of its annual events. Purchase Vince and Larry costumes to support this effort by March 31, 1992.
	. its sponsorship of local activities including:
	. National Child Passenger Protection Week (Feb.)

	. Annual Grand Junction Safety Fair (March)
	. Alcohol Free Weekend Project (April)
	. Safety Town (June)
	. Hot Wheels Competition (June)
	. Operation Buckle Down (Summer)
	. School Bus and Back to School Safety Program (August)
	. Halloween Child Pedestrian Safety (October)
	. Traffic Safety Week at the Mall (December)
	Evaluate use of subcommittees made up of council members and citizen volunteers to plan these activities.
22-03.2	Send four Council members to National Lifesavers in Denver April 12-15, 1992.
22-03.3	Assist the Council in the preparation of a three year plan of action which should identify potential funding sources for each activity by September 30, 1992.
22-03.4	Submit quarterly reports on April 20, July 20, and October 20, and a final report and final claim for costs incurred by November 15, 1992.

COLORADO DEPARTMENT OF HIGHWAYS
 DIVISION OF HIGHWAY SAFETY

CONTRACT EVALUATION DATA

Project # 27-92

HSP # 92-02

Task # 22-03

Task Activity #	Evaluation Description	Type of Evaluation	Report Timeframe
22-03.1	Provide narrative description of overall activities and Council participation in:	Performance	Quarterly/Final
	. community policing and communication with citizens. Does the Council bring ideas, complaints, praise, etc. from the community? What is done in response? How is the community kept informed?		
	. the leadership training provided in conjunction with the Youth Network		

	. the promotions specific to the use of occupant protection and Vince and Larry		
	. all local sponsorship of activities including materials used, estimated number of people reached, funding sources, volunteer time (including Council) etc.		
22-03.2	Provide evaluation from each person attending Lifesavers concerning its value generally and to this program	Performance	Quarterly
22-03.3	Provide copy of three year plan to the OTS.	Performance	Final
22-03.4	Final report should include an overall assessment of the three year program including the process of development of the Council, likelihood of	Performance	Final

	self funding, successes, failures, and recommendations for others contemplating a similar project.		
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COLORADO DEPARTMENT OF HIGHWAYS
DIVISION OF HIGHWAY SAFETY

CONTRACT FINANCIAL BUDGET

PROJECT # 27-92

BUDGET ALLOCATION FOR HSP # 92-02

TASK # 22-03

COST CATEGORY	DHS Share	Agency Share	Total
Personal Services	\$-0-	\$15,400	\$15,400
Operating Expenses	\$7,050	\$-0-	\$7,050
Travel Expenses	\$2,940	\$-0-	\$2,940
Capital Equipment	\$1,400	\$-0-	\$1,400
Other (Youth Leadership Training)	\$5,000	\$-0-	\$5,000
Totals	\$16,390	\$15,400	\$31,790
TOTAL BUDGET	DHS Share	Agency Share	Total
	\$16,390	\$15,400	\$31,790

RESOLUTION NO. 14-92

CONCERNING THE GRANTING OF AN EASEMENT TO THE GRAND JUNCTION DRAINAGE DISTRICT

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

That the City Manager is hereby authorized to execute the attached Grant of Easement in favor of the Grand Junction Drainage District to be used for the installation, operation, maintenance and repair of a drain tile line known as the 22nd Street Branch of the Logan Drain System across the public right-of-way for 22nd Street and Manor Avenue north of Bookcliff Avenue as more particularly described in the attached Exhibit A, subject, however, to each and every term, condition and provision of the attached Grant of Easement.

PASSED and ADOPTED this 5th day of February, 1992.

Attest:

NAME

President of the Council

City Clerk

GRANT OF EASEMENT

THIS GRANT OF EASEMENT is entered into this _____ day of _____, 1992, by and between the CITY OF GRAND JUNCTION, a municipal corporation ("City"), whose address is 250 North 5th Street, Grand Junction, Colorado 81501, and the GRAND JUNCTION DRAINAGE DISTRICT ("District"), whose address is 722 23 Road, Grand Junction, Colorado 81505.

WITNESSETH, That for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor has this date bargained, conveyed, delivered, transferred and sold, and by these presents does hereby bargain, convey, deliver, transfer and sell unto the Grantee, its successors and assigns, a non-exclusive easement for the installation, operation, maintenance of the 22nd Street Branch of the Logan Drain System (hereinafter referred to as the "Drain"), across the public right-of-way for 22nd Street and Manor Avenue north of Bookcliff Avenue as described in Exhibit A attached hereto and incorporated herein by reference ("hereinafter referred to as the "Easement Area"), subject to the terms, conditions and provisions contained below, to wit:

1. The City, on behalf of the City and the Public Utilities, reserves the right to the continued use and occupancy the Easement Area for any purpose not inconsistent with the District's full

enjoyment of the rights hereby granted; The District shall conduct its activities in a reasonable way so as to not limit the joint use of the Easement Area by the City, the Public Utilities and the general public.

2. The District shall have the reasonable right of ingress and egress to accomplish the operation, maintenance and repair of the Drain, including the right to bring the necessary equipment upon the premises to accomplish the same. The City agrees that the Easement Area, and ingress and egress to the Easement Area, shall not be burdened or overburdened by erection or placing of any improvement thereon which might prevent reasonable access to and across said easement, and that any operation on the premises by the City, its successors and assigns, will be done so in a manner that will not cause damage to the Drain.

3. The District shall at all times and at its sole cost maintain the Drain in good working condition and shall immediately restore and repair the Easement Area to a condition which preexisted any maintenance or repair work to the Drain.

4. The District shall hold the City harmless from all costs associated with maintaining, repairing or rebuilding the Drain; provided, however, that any damage caused to the drain line as a result of activities by the City will be repaired by the City.

5. Any liability for personal injury to the District, its officers, employees and agents or any third person, as a result of, arising from or relating to the use or occupancy of the Easement Area by District, not arising from the willful misconduct of the City, shall be borne by District. Further, the District agrees to indemnify the City, its officers, employees and agents, and to hold the City, its officers, employees and agents harmless against any loss or damage which should result from, arise out of or be attributable to the use of the Easement Area, not arising from the willful misconduct of the City, whether or not such use is permitted hereunder.

6. Should either party fail or refuse to comply with the terms of this agreement, after having received ten (10) days written notice specifying the matters complained of, the complaining party may take whatever legal action is necessary to recover the damages and costs as a result thereof, or to perform or correct the complaints thereunder and collect the costs thereof plus damages from the offending party. The prevailing party shall, in addition to the above, be entitled to collect all costs incurred as a result of said breach, including the costs of experts and reasonable attorney's fees.

Dated the day and year first above written.

Attest:

City Clerk

The City of Grand Junction, a municipal corporation

City Manager

State of Colorado)	
)	SS.
County of Mesa)	

The foregoing instrument was acknowledged before me this _____ day of _____, 1992, by Mark K Achen as City Manager and Neva B. Lockhart as City Clerk of the City of Grand Junction.

My commission expires: _____

Witness my hand and official seal.

Notary Public

Acceptance:

The Grand Junction Drainage District, for itself, its successors and assigns, hereby accepts the above Grant of Easement and agrees to abide by each and every term, condition and provision contained therein.

Attest:

The Grand Junction Drainage District

State of Colorado)	
)	ss.
County of Mesa)	

The foregoing instrument was acknowledged before me this _____ day of _____, 1992, _____ as _____ and _____ as _____ of the Grand Junction Drainage District.

My commission expires: _____

Witness my hand and official seal.

Notary Public

EXHIBIT A

A 20 foot wide non-exclusive easement for storm and sub-surface drainage purposes on, along, over and across a part of the public right-of-way for North 22nd Street and Manor Avenue within Bookcliff Manor Subdivision, located in the NW1/4 of the NE1/4 of Section 12, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado, the centerline of which is more particularly described as follows:

Commencing at the Southwest corner of the NW1/4 NE1/4 of said Section 12, said point being common with the Southwest corner of Bookcliff Manor Subdivision; Thence N 90 deg. 00 min. 00 sec. E along the South line of said NW1/4 NE1/4 a distance of 850.46 feet; Thence N 00 deg. 00 min. 00 sec. E a distance of 2.68 feet to the TRUE POINT OF BEGINNING; Thence N 28 deg. 00 min. 37 sec. W 32.88 feet; Thence N 12 deg. 23 min. 29 sec. W 20.49 feet; Thence N 03 deg. 07 min. 13 sec. W 127.50 feet; Thence N 01 deg. 40 min. 41 sec. W 95.27 feet to an existing manhole; Thence S 57 deg. 00 min. 40 sec. E 29.88 feet; Thence S 63 deg. 58 min. 07 sec. E 33.61 feet; Thence S 71 deg. 22 min. 19 sec. E 57.14 feet to a point on the North line of Lot 15 of said Bookcliff Manor Subdivision for the POINT OF TERMINUS from whence the Northwest corner of said Lot 15 bears N 90 deg. 00 min. 00 sec. W a distance of 75.34 feet.

The side lines of said 20 foot wide easement to be extended or shortened to meet at angle points and to terminate at the North line of said Lot 15.

RESOLUTION NO. 15-92

DECLARING THE INTENTION OF THE CITY COUNCIL OF THE CITY OF GRAND

JUNCTION, COLORADO, TO CREATE WITHIN SAID CITY ALLEY IMPROVEMENT DISTRICT NO. ST-92, PHASE A, AND AUTHORIZING THE CITY ENGINEER TO PREPARE DETAILS AND SPECIFICATIONS FOR THE SAME.

WHEREAS, the owners of more than one-half of the real property to be assessed have petitioned the City Council, under the provisions of Chapter 18 of the City of Grand Junction Code of Ordinances, as amended, and People's Ordinance No. 33, that an Alley Improvement District be created for the construction of improvements as follows:

Location of Improvements:

-- The alley running east and west from 11th Street to 12th Street between Gunnison Avenue and Hill Avenue;

-- The alley running east and west from 12th Street to 13th Street between Chipeta Avenue and Gunnison Avenue;

-- The alley running east and west from 13th Street to 14th Street between Chipeta Avenue and Gunnison Avenue;

-- The alley running east and west from 14th Street to 15th Street between Ouray Avenue and Chipeta Avenue;

Type of Improvements - To include base course material under a mat of Concrete Pavement and construction or reconstruction of concrete approaches as deemed necessary by the City Engineer; and

WHEREAS, the City Council deems it advisable to take the necessary preliminary proceedings for the creation of a Local Improvement District.

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

1. That the District of land to be assessed is described as follows:

Lots 1 through 32, inclusive, and the North 40.5 feet of Lots 33 and 34, Block 44, City of Grand Junction;

Lots 1 through 32, inclusive, Block 1, Lincoln Park Addition, City of Grand Junction;

Lots 1 through 32, inclusive, Block 2, Lincoln Park Addition, City of Grand Junction;

Lots 1 through 26, inclusive, Block 3 of Dundee Place, City of Grand Junction;

All in Mesa County, Colorado.

2. That the assessment levied against the respective properties

will be \$6.00 per each lineal foot directly abutting the alley right-of-way for properties located within any single-family residential zone; all other properties located within any other zone than residential shall be assessed the non-residential rate of \$22.50 per each lineal foot directly abutting the alley right-of-way. The total amount of assessable footage for properties located within any single-family residential zone is estimated to be 2,900.00 feet; the total amount of assessable footage for all properties located within any other zone than residential is estimated to be 254.00 feet.

3. That the assessments to be levied against the properties in said District to pay the cost of such improvements shall be due and payable, without demand, within thirty (30) days after the ordinance assessing such costs becomes final, and, if paid during this period, the amount added for costs of collection and other incidentals shall be deducted; provided, that after the expiration of said thirty-day period, all such assessments may, at the election of the owners of the property in said District, be paid in ten (10) annual installments, the first of which shall be payable at the time the next installment of general taxes, by the laws of the State of Colorado, is payable, and each annual installment shall be paid on or before the same date each year thereafter, along with simple interest which has accrued at the rate of 8 percent per annum on the unpaid principal, payable annually.

4. That the City Engineer is hereby authorized and directed to prepare full details, plans and specifications for such paving; and a map of the district depicting the real property to be assessed from which the amount of assessment to be levied against each individual property may be readily ascertained, all as required by Ordinance No. 178, as amended, City of Grand Junction, Colorado.

5. That Notice of Intention to Create said Alley Improvement District No. ST-92, Phase A, and of a hearing thereon, shall be given by advertisement in one issue of The Daily Sentinel, a newspaper of general circulation published in said City, which Notice shall be in substantially the form set forth in the attached "NOTICE".

N O T I C E

OF INTENTION TO CREATE ALLEY IMPROVEMENT DISTRICT NO. ST-92, PHASE A, IN THE CITY OF GRAND JUNCTION, COLORADO, AND OF A HEARING THEREON.

PUBLIC NOTICE IS HEREBY GIVEN, pursuant to the request of a majority of the affected property owners, to the owners of real estate in the district hereinafter described and to all persons generally interested that the City Council of the City of Grand Junction, Colorado, intends to create Alley Improvement District No. ST-92, Phase A, in said City for the purpose of reconstructing

and paving certain alleys to serve the property hereinafter described, which lands are to be assessed with the cost of the improvements, to wit:

Lots 1 through 32, inclusive, and the North 40.5 feet of Lots 33 and 34, Block 44, City of Grand Junction;

Lots 1 through 32, inclusive, Block 1, Lincoln Park Addition, City of Grand Junction;

Lots 1 through 32, inclusive, Block 2, Lincoln Park Addition, City of Grand Junction;

Lots 1 through 26, inclusive, Block 3 of Dundee Place, City of Grand Junction;

All in Mesa County, Colorado.

Location of Improvements:

-- The alley running east and west from 11th Street to 12th Street between Gunnison Avenue and Hill Avenue;

-- The alley running east and west from 12th Street to 13th Street between Chipeta Avenue and Gunnison Avenue;

-- The alley running east and west from 13th Street to 14th Street between Chipeta Avenue and Gunnison Avenue;

-- The alley running east and west from 14th Street to 15th Street between Ouray Avenue and Chipeta Avenue;

Type of Improvements - To include base course material under a mat of Concrete Pavement and construction or reconstruction of concrete approaches as deemed necessary by the City Engineer.

The assessment levied against the respective properties will be \$6.00 per each lineal foot directly abutting the alley right-of-way for properties located within any single-family residential zone; all other properties located within any other zone than residential shall be assessed the non-residential rate of \$22.50 per each lineal foot directly abutting the alley right-of-way. The total amount of assessable footage for all properties located within any other zone than residential is estimated to be 2,900.00 feet; the total amount of assessable footage for all properties located within any other zone than residential is estimated to be 254.00 feet. The total amount of assessments to be levied against the abutting properties shall be \$23,115.00.

To the total assessable cost of \$23,115.00 to be borne by the property owners, there shall be added six (6) percent for costs of collection and incidentals, and also simple interest at the rate of eight (8) percent per annum to the next succeeding date upon which general taxes, or the first installment thereof, are by the

laws of the State of Colorado, made payable. The said assessment shall be due and payable, without demand, within thirty (30) days after the ordinance assessing such cost shall have become final, and if paid during such period, the amount added for costs of collection and incidentals shall be deducted; provided that all such assessments, at the election of the owners of the property in said district, may be paid in ten (10) annual installments which shall become due upon the same date upon which general taxes, or the first installment thereof, are by the laws of the State of Colorado, made payable. Simple interest at the rate of eight (8) percent per annum shall be charged on unpaid installments.

On March 18, 1992 at the hour of 7:30 o'clock P.M. in the City Council Chambers in City Hall located at 250 North 5th Street in said city, the Council will consider objections that may be made in writing concerning the proposed improvements by the owners of any real estate to be assessed, or by any person interested.

A map of the district, from which the share of the total cost to be assessed upon each parcel of real estate in the district may be readily ascertained, and all proceedings of the Council, are on file and can be seen and examined by any person interested therein in the office of the City Clerk during business hours, at any time prior to said hearing.

Dated at Grand Junction, Colorado, this 5th day of February, 1992.

BY ORDER OF THE CITY COUNCIL
CITY OF GRAND JUNCTION, COLORADO

By:

City Clerk

PASSED and ADOPTED this 5th day of February, 1992.

Attest:

President of the Council

City Clerk

ORDINANCE NO. 2560 - VACATING A PORTION OF A CUL-DE-SAC WHICH LIES EAST OF 26-1/2 ROAD AND SOUTH OF G ROAD

Upon motion by Councilman McCurry, seconded by Councilman Bessinger and carried by roll call vote, Ordinance No. 2560 was passed and adopted.

ORDINANCE NO. 2561 - ZONING CERTAIN LANDS ANNEXED TO THE CITY

LOCATED SOUTH OF INTERSTATE 70 AND EAST OF 23 ROAD - INTERSTATE ANNEXATION TO I-1 ZONE

Upon motion by Councilman Theobold, seconded by Councilman Nelson and carried by roll call vote, Ordinance No. 2561 was passed and adopted.

ORDINANCE NO. 2562 - AMENDING CHAPTER 14, ARTICLE II, CODE OF ORDINANCES, JUNK, RUBBISH AND WEEDS

It was moved by Councilman Bessinger and seconded by Councilman Nelson that Ordinance No. 2562 be passed and adopted.

Councilman Baughman felt that the proposed ordinance violates some of the provisions of the Constitution of the United States and the Bill of Rights. He proposed the following amendments to the ordinance:

"Under Section 14-24 the definition of rubbish, RUBBISH IS HEREBY DEFINED TO ALL COMBUSTIBLE OR NON-COMBUSTIBLE WASTE, INCLUDING BUT NOT LIMITED TO, ASHES, BOTTLES, CANS, CARCASSES OF DEAD ANIMALS, CARDBOARD, CLOTH, CROCKERY, HUMAN OR ANIMAL EXCREMENT, GLASS, ABANDONED OR UNUSABLE HOUSEHOLD FURNISHINGS OR APPLIANCES, METAL, PLASTIC, TREE BRANCHES, LIMBS, WASTE BUILDING MATERIALS OR ITEMS DISCARDED IN SUCH A MANNER SO AS TO CREATE A REASONABLE LIKELIHOOD OF BECOMING A HARBOR FOR INSECTS OR VERMIN OR DISEASE OR OTHERWISE CREATE A HEALTH OR SAFETY HAZARD, where it reads 'waste building materials or items discarded', he would like to change or to and other." He felt that would list the rubbish items as pertaining to the bottom part of this section which is saying 'DISCARDED IN SUCH A MANNER SO AS TO CREATE A REASONABLE LIKELIHOOD OF BECOMING A HARBOR FOR INSECTS OR VERMIN OR DISEASE OR OTHERWISE CREATE A HEALTH OR SAFETY HAZARD'. That would tie in the top part of that with the bottom."

He also proposed the following addition as Section F to Section 14-25:

"BEFORE THE CITY CAN ENTER ONTO ANY PRIVATE PROPERTY FOR THE PURPOSE OF ENFORCEMENT OF THE JUNK PROVISION OF THIS ORDINANCE, A WRITTEN COMPLAINT MUST BE SIGNED BY AT LEAST THREE NEIGHBORING PROPERTY OWNERS, TWO PROPERTY OWNERS IF AT LEAST ONE OF THE TWO IS AT LEAST AN ADJACENT PROPERTY OWNER, STATING EXPLICITLY THE NATURE OF THE COMPLAINT, NOW THE ORIGINATORS OF THE COMPLAINT FEEL THEY ARE BEING ADVERSELY AFFECTED, AND THE NAME AND ADDRESS OF THE PERSON ON WHICH THE COMPLAINT IS FILED. A COPY OF THE COMPLAINT SHALL BE SIMULTANEOUSLY PROVIDED TO THE DEFENDING PROPERTY OWNER, AND HE SHALL HAVE 10 DAYS FROM THE DATE THE COMPLAINT IS FILED WITH THE CITY TO VOLUNTARILY COMPLY WITH THE DEMANDS OF HIS NEIGHBORS BEFORE THE CITY CAN TAKE ANY ACTION TO ENFORCE THE JUNK PROVISION OF THIS ORDINANCE."

Mr. Baughman felt that his addition would protect the neighboring property owners, and also provide a fair method of enforcement. He

also felt that it states the exact nature of the complaint and identifies how the neighbors are being adversely affected, and lets the affected property owner know his accusers. He felt this is a constitutional right by Article 6 of the Constitution. It sets neighborhood standards for junk. What is in Northridge might not be seen as junk in other parts of the City.

It was moved by Councilman Baughman and seconded by Councilman Theobold that Ordinance No. 2562 be passed and adopted as amended. A vote was taken on the motion with the following result:

AYE: BAUGHMAN

NO: BENNETT, BESSINGER, MCCURRY, NELSON, THEOBOLD, SHEPHERD.

The motion failed to pass.

Roll call vote was taken on the original motion. Ordinance No. 2562 was passed and adopted with Councilman BAUGHMAN voting NO.

Councilman Theobold stated Councilman Baughman's suggestions have a lot of merit, and he requested that the Community Development Department come back with some ideas on how to deal with the enforcement.

PROPOSED ORDINANCE AMENDING CHAPTER 7, BUILDINGS, SECTION 7-32(d) AND (e), SECTION 7-39(cc) AND (dd), AND SECTION 42, CONTRACTORS

The Contractors' Licensing Board recommends the following changes to the Ordinance:

1. Section 7-32(d) Increase the General Contractor, Not to Exceed, from \$100,000 to \$150,000.
2. Section 7-32(e) Increase the General Contractor, Not to Exceed, from \$50,000 to \$75,000.
3. Section 7-39 by adding Paragraph (cc) to read as follows: GENERAL CONTRACTOR NOT TO EXCEED \$150,000 SHALL PAY AN ANNUAL LICENSE FEE OF SEVENTY-FIVE DOLLARS (\$75.00), and paragraph (dd) to read as follows: GENERAL CONTRACTOR NOT TO EXCEED \$75,000 SHALL PAY AN ANNUAL LICENSE FEE OF SIXTY DOLLARS (\$60.00)
4. Section 7-42 Increase the Application fee from the present \$10.00 to \$25.00.

Mr. Bob Lee, 3244 B-1/2 Road, Mesa County Building Department, reviewed the above amendments. He explained that the current fees are out of date.

Upon motion by Councilman McCurry, seconded by Councilman Baughman and carried, the proposed ordinance was passed for publication.

PROPOSED ORDINANCE REPEALING AND REENACTING CHAPTER 6, ARTICLE VII, CODE OF ORDINANCES OF THE CITY OF GRAND JUNCTION AND

AUTHORIZING PUBLICATION IN PAMPHLET FORM - TABLED

The modifications to the City Ordinance/County Resolution results in a streamlined Animal Control program for both City and County residents and eliminates inconsistencies between the two regulations. The Council Quality of Life Committee discussed this issue Tuesday, January 28, and recommends Council approval.

Assistant City Attorney John Shaver and Animal Control Officer Rick Dyer were present to answer questions of Council.

It was suggested by Councilman Bessinger that this item be referred to the Quality of Life Committee.

City Manager Mark Achen suggested that the following additional information be provided to the Quality of Life Committee before asking for a decision by the Committee:

1. Cost Recovery - Animal Control Officer Rick Dyer is trying to determine the City's desire for cost recovery for a lower cost of Animal Control to the City. Mr. Achen requested some sort of sense of how Council feels about that.

2. Licensed or Unlicensed Animals - Perhaps this ought to be sort of an issue where there is a status offense, a licensed animal ought to be treated differently than an unlicensed animal. Does Council concur with that? Council might feel that conceptually it sounds like a good idea and let Staff see what it might craft to provide some options.

3. Fine Schedule - If Council does not like the escalating fine schedule, which is merely a ticketing process, there are alternatives, such as enforcement of speeding laws, etc., perhaps adding the term "up to" in the language.

Upon motion by Councilman Bessinger, seconded by Councilman Baughman and carried, this item was tabled and referred to City Staff for reconsideration.

RESOLUTION ACCEPTING PETITION FOR ANNEXATION OF LANDS TO THE CITY AND SETTING A HEARING ON SUCH ANNEXATION - RIDGES MAJORITY ANNEXATION - TABLED TO FEBRUARY 19, 1992, MEETING

The Ridges Majority Annexation encompasses the Ridges Metro District and 15 other properties extending generally south and west of the Ridges to a point southeast of the Tiara Rado golf course. The total area proposed for annexation is approximately three (3) square miles. A small portion of the area, comprising four (4) parcels, extends northeast from the Ridges and connects to the existing City Limits at the Brach's Market area.

President of the Council Shepherd announced that this item has been tabled to the February 19, 1992, Council meeting in order to give Staff more time to prepare the legal descriptions of the

Ridges Majority Annexation.

ADJOURNMENT

The President adjourned the meeting to Executive Session to discuss the Etter Assessment, and settlement strategies or foreclosure strategies.

Neva B. Lockhart

Neva B. Lockhart, CMC
City Clerk