GRAND JUNCTION CITY COUNCIL
WORKSHOP AGENDA

MONDAY, FEBRUARY 18, 2002, 7:00 P.M.
CITY HALL AUDITORIUM, 250 N. 5TH STREET

MAYOR'S INTRODUCTION AND WELCOME

7:00 **COUNCILMEMBER REPORTS**

7:10 **CITY MANAGER'S REPORT**

7:15 **REVIEW OF FUTURE WORKSHOP AGENDAS** ***Attach W-1***

7:20 **REVIEW WEDNESDAY COUNCIL AGENDA**

7:30 **SOLID WASTE COLLECTION IN ANNEXED AREAS:** Staff will update Council on options for this issue. ***Attach W-2***

8:00 **CABLE TELEVISION FRANCHISE:** Council will discuss options for developing such a franchise agreement. ***Attach W-3***

8:40 **ADJOURN**

Attach W-1
Future Workshop Agendas

MARCH 4, MONDAY 7:00 PM:

7:00 COUNCIL REPORTS, REVIEW WEDNESDAY AGENDA & REVIEW FUTURE WORKSHOP AGENDAS
7:25 CITY MANAGER'S REPORT
7:30 CODE ENFORCEMENT: Staff will update Council on current code enforcement practices and options for change
8:35 PROPOSED DEVELOPMENT REVIEW PROCESS CHANGES: Bob Blanchard will update Council on this proposal.
9:05 GROWTH PLAN UPDATE: The Council committee working on this will provide an update on this project that is part of the 2002 work plan.

MARCH 18, MONDAY 7:00 PM:

7:00 COUNCIL REPORTS, REVIEW WEDNESDAY AGENDA & REVIEW FUTURE WORKSHOP AGENDAS
7:25 CITY MANAGER'S REPORT
7:30 DECISION MAKING MODEL: Council will use this model to review the meeting request from the Mesa County Coalition for Economic Justice.
7:55 DTA VENDOR'S FEE: Council will discuss the vendor's fee proposal from the Downtown Association.
8:10 CITY COUNCIL WORK PROGRAM QUARTERLY REPORT: Staff will present the quarterly report for the 2002 work plan.

APRIL 1, MONDAY 7:00 PM:

7:00 COUNCIL REPORTS, REVIEW WEDNESDAY AGENDA & REVIEW FUTURE WORKSHOP AGENDAS
7:25 CITY MANAGER'S REPORT
7:30 BRIEFING ON PDR PROJECT: Tom Latousek, Land Protection Specialist with the Mesa Land Trust and Keith Fife of Mesa County Planning will update Council on this project.

APRIL 15, MONDAY 7:00 PM:

7:00 COUNCIL REPORTS, REVIEW WEDNESDAY AGENDA & REVIEW FUTURE WORKSHOP AGENDAS
7:25 CITY MANAGER'S REPORT
7:30 OPEN

FUTURE WORKSHOP ITEMS

First Priority

1. Riverside Parkway (April?)
2. Avalon Theater (April?)

Second Priority

3. BOTANICAL SOCIETY MASTER PLAN
4. DARE & SCHOOL RESOURCE PROGRAMS
5. HAZARDOUS DEVICE TEAM
6. FORESTRY OPERATIONS
7. PARKS/SCHOOLS COOPERATIVE AGREEMENTS
8. ELECTRONIC RECORDS MANAGEMENT SYSTEM:
9. LIQUOR LICENSING PROCEDURES
10. CRIME LAB
11. HAZMAT
12. GOLF OPERATIONS

MESA
STATE
COLORADO

MESA STATE COLLEGE
Corporate Education Center
2520 Blichmann Avenue • Grand Junction, CO 81505
Phone (970) 255-2800 • Fax (970) 255-2809

February 5, 2002

Mr. Dave Varley
Assistant City Manager
Grand Junction City Hall
250 N. 5th Street
Grand Junction, CO 81501

Dear Mr. Varley:

This is to follow-up on my telephone conversation with Stephanie Tuin regarding a presentation to City Council regarding Rural New Economy Elected Official training. The Rural New Economy (RNE) is a state-funded initiative offered through the Community Colleges of Colorado. Its purpose is to build human capacity in advanced technology, in rural areas of the state. Flyers describing the RNE and the Elected Official training are enclosed.

We are requesting 15 minutes or more, at an upcoming Council meeting to inform Council members of the Initiative, specifically the Elected Official training, which will be held in Delta on Monday, April 15. The goal is to create a broader understanding about advanced telecommunications technology and policy among local elected officials. Per our discussion, we would make a brief presentation at a City Council meeting in March, 2001. When you confirm our place on the agenda we will be happy to send you materials for each Council Member. We look forward to hearing from you.

Yours truly,

Anita R. Pisa

Anita R. Pisa
Director

Enclosures

Attach W-2
Solid Waste Collection

CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION

CITY COUNCIL			
Subject:	**City Trash Service in Post-1994 Annexed Areas**		
Meeting Date:	**February 18, 2002**		
Date Prepared:	**February 11, 2002**		
Author:	**Greg Trainor/ Darren Starr**		
Presenter Name:	**Greg Trainor**		
X	**Workshop**		**Formal Agenda**

Subject:
Discussion of whether to provide City Residential Trash Service in the Post-1994 Annexed Areas.

Summary:
Prior to April 1994 the City of Grand Junction took over residential trash collection in newly annexed areas. In April 1994 the State Legislature adopted House Bill 1094 which imposed restrictions on municipal trash service in newly annexed areas. House Bill 1040 was opposed by the Colorado Municipal League as a legislative infringement of what the League felt was a local control issue for City Councils. HB 1040 may not apply to home rule cities. It also allows for cities to serve newly annexed areas under certain conditions. (See attached City Attorney Report).

This discussion is following the City Council's decision-making model to determine if there is an issue, problem, or opportunity that would warrant further discussion of options by the City Council. If there is enough of an issue to warrant further staff and Council time, staff would take Council direction and prepare more detailed options for future Council consideration.

Background Information:

HB 1040 was prompted by BFI and private trash haulers after the City annexed the Ridges development in 1992. Their concern was that private haulers invested in equipment and provided service to out-of-City residents only to have those customers taken over by the City upon annexation. Since April 1994, the City has not provided trash service in areas annexed after that date. Five eastern slope cities contacted by utility staff in the development of this report have either not heard of HB1040 or chosen to go into newly annexed areas regardless.

Each week City residents, who live in areas annexed after 1994, ask for City trash service or try to sign up for service as a result of their City residency. This is either because City trucks pass through their neighborhoods or travel along routes next to their neighborhoods. The City's automated service, uniform containers, and the City's reasonable rate also prompt requests for service.

In many cases, potential residences see City trash service as a benefit to annexation. The reasons for the latter are as follows: cheaper City rates, control by the City Council/electorate over trash rates, uniform containers (after the City went to automated service), and single, once-per-week pickup in neighborhoods (meaning fewer trucks each week in the neighborhoods, safety of residents, less wear and tear of neighborhood streets, and trash out on the curb only once per week.) In some cases, City trash service, with its benefits, was of less concern than the mandatory nature of the City's takeover of service.

The City has been in the trash and refuse business since the early days of the City Charter (1918). Vector (rats, mice, flies) control, odor, and the spread of disease required the City to charter a municipally operated trash service. There were no others to undertake this important service. Next to a water supply and fire protection, trash collection was essential to a well-run municipality. In recent times, City residents have applauded the outstanding service of the City solid waste employees, rating it as #2 in terms of City services.

Areas annexed after April 1994 number 3,963 parcels. Spread over the existing City routes, these parcels constitute one additional route. Solid Waste currently has capacity to serve approximately 702 additional containers without adding an additional truck and driver.

Is it a "problem" in not serving these areas with City-sponsored service? That is, retaining the current separation between pre and post 1994 areas. The issues are outlined in the second paragraph of the background information, above. Solutions to these problems do not necessarily mandate <u>City</u> collection, but may require City establishment of standards that private haulers would have to meet. Is there an "opportunity" in changing the current arrangement to improve private service or institute City service?" If there is a "no" answer to both of the two questions, then this discussion could cease. If there is a "yes" answer to either question, what are the options?

Is there an opportunity to change the current arrangement? Certainly in a business, like the Solid Waste Enterprise Fund, whose customer base is set, never to expand, increasing costs are spread over the same number of customers resulting in a rate increase. An expanding base allows for the *rate* of increase to be less than it would be otherwise. Changing the current arrangement, whether establishing standards for private collectors or allowing the City to compete (as one option), present opportunities-but opportunities balanced against problems of implementation. Are the benefits worth the costs?

<u>Though not the subject of this workshop, options could include the following. If City Council wishes to go further, these options can be more fully developed.</u>

1. Do Nothing Alternative.
   City collects in the pre-1994 Areas. Several private enterprises service post-1994 Areas.

2. City competes to provide service with other private haulers.
   a. City competes in all post-1994 areas
   b. City competes in post-1994 developed areas only.
   c. City competes in post-1994 developing areas only.
3. Bid out areas with multiple private haulers to ensure only one hauler in neighborhoods.
   City to also bid:
   a. Bid out post-1994developed areas only
   b. Bid out post-1994developing areas only
4. City mandates its service in post-1994 developing areas (That is, in areas where there are no established haulers).
5. City mandates its services in all post-1994 areas.
6. Neighborhoods solicit/bids one hauler (to also include City services).

There are a number of combinations that could also be developed. For example, the City could compete openly on all post-1994 developed areas, and mandate City service in all post-1994 developing areas where there are not established customers or an established hauler.

Budget:

Action Requested/Recommendation: N/A

Citizen Presentation:		**No**		**Yes If Yes,**		
Name:						
Purpose:						
Report results back to Council:		**No**		**Yes**	**When:**	
Placement on Agenda:		**Consent**		**Indiv. Consideration**		**Workshop**

Attach W-3
Cable Television Franchise

CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION

CITY COUNCIL	
Subject:	**Cable Television Franchise Agreement**
Meeting Date:	**18 February, 2002**
Date Prepared:	**12 February, 2002**
Author:	**David Varley**
Presenter Name:	**Kelly Arnold & John Shaver**

Yes	Workshop	No	Formal Agenda

Subject: Cable Television Agreement

Summary: Council will discuss the option of negotiating a franchise agreement for local cable television.

Background Information: The City of Grand Junction does not have a franchise agreement with the local cable TV provider. This service is being provided under a revocable permit which was approved by the voters in 1966. Cable television services have changed profoundly since then and there are many provisions that could be included in a modern franchise agreement. Negotiation of a such an agreement would probably take 6-8 months and the agreement would have to be approved by the voters.

Budget: If the City starts the franchise negotiation process outside legal counsel would be recommended for assistance.

Action Requested/Recommendation: Discussion of negotiating a cable television franchise agreement.

Placement on Agenda:		**Consent**		**Indiv. Consideration**	**X**	**Workshop**

MEMORANDUM

TO: **Mayor & City Council**

FROM: **Kelly Arnold, City Manager & John Shaver, Assistant City Attorney**

SUBJECT: **Cable Television Franchise**

DATE: **February 12, 2002**

Over the years the City has discussed whether to negotiate a cable television franchise. While the question has been discussed, the City has never formally committed to a franchise process with the local cable TV provider. In 1999, Norman Beecher, an attorney specializing in local government telecommunications consulting, made a presentation to the City Council. He outlined the law regarding cable TV franchising and presented some information and options to the Council. Some of the information in this memo was taken from that presentation. (If you would like a copy of his presentation materials please let me know.)

This memo will highlight the fundamental provisions of a cable TV franchise. Related, are concerns about use of the City's rights-of-way. Some of these concerns include construction in the right-of-way, installation of fiber cable or conduit and use of the conduit and fiber. Most of the ROW concerns can be addressed through the ordinance process; a franchise must go to the voters. Public Works staff is preparing a separate report on the ROW concerns.

The City of Grand Junction does not have a franchise agreement for the provision of local cable television service. Current cable TV is regulated and provided in accordance with a revocable permit dating from March, 1966. The revocable permit allows the permitee (a very distant predecessor of the current provider) to install and maintain cables and necessary appurtenances to transmit television signals throughout the City. This permit is outdated and does not contain important provisions that are found in modern franchise agreements.

The existing revocable permit has two basic provisions. The first provision states that all construction is under the control and supervision of the City Engineer and in accordance with his specifications. The second provision states that the company shall pay to the City 2 ½ % of its gross revenues, excluding connection charges. Payments are made to the City semi-annually.

Federal law controls the development or negotiation of a franchise agreement. When developing such an agreement, a city must be aware of all the applicable federal rules. These rules were first adopted in 1984 and there was additional legislation in 1992 and 1996. Under federal law there are some areas over which a city has broad authority to negotiate and there are other areas which are strictly limited. Also, any franchise agreement between the City and a local cable TV company would have to be approved, pursuant to the City Charter, by the voters at a municipal election.

Negotiation of an agreement generally takes a minimum of six months. During this process a city is required to gather information pertaining to the needs of the community and solicit public input about local requirements and how well the existing operation has been managed and has met the needs of the community.

There are many different items or provisions that can be considered by a city when negotiating a franchise agreement. The city can choose which provisions it deems to be most important and would like to include in an agreement. The following list contains provisions that "generally" are deemed important by cities and, therefore, receive the most attention. This list is not exhaustive and these items are not required to be included but it gives an idea of what most cities view as important.

Franchise Fees: A franchise fee can be charged for both franchise administration and as rent for use of the city's rights-of-way. The maximum fee that can be charged is 5% of the cable company's gross annual revenues from its operations in the city.
PEG Provisions: Cities can require cable companies to commit channels to public, educational or governmental (PEG) use and to support the programming. An agreement can contain how many channels will be committed and the terms under which they will be available to a city and whether or not the company will provide financial support for programming.
Upgrade/Rebuild: As long as it is reasonable, a city can require that the cable system be upgraded properly and rebuilt on a schedule to provide additional video related services.
I-Net/Communication Systems: A city can negotiate for institutional or inter-governmental communications systems which may provide, for example, telecommunications links between government buildings, schools and libraries.
Customer Service Standards: Cities can negotiate for customer service standards that are more stringent than those established by the FCC.
Term: Franchise agreements generally vary between five and twenty-five years.

In addition to this list, there are several other provisions that can be addressed in a franchise agreement. Generally, we have considered the provision of a guaranteed channel for the City's use to be the most important item in an agreement. The intent is to make sure we will always have a channel we can use to broadcast our City meetings and possibly other City programs in the future.

A few years ago Mesa County entered into a contractual agreement with the local cable television provider for a PEG channel. Under that contract the cable TV operator provides the County with one channel for governmental use. In the past, Mesa County has not used this channel to broadcast meetings. Recently, however, the County has started to use this channel and they plan to increase its use in the future. Mesa County uses the channel to broadcast public service announcements and information about their services. Much of the County's use of the channel is by their Human Services Department. The County also purchased some broadcast equipment and they have taken over operation of the community information listing on channel 12.

While Mesa County's use of channel 12 has increased recently, the City still has permission to use it. This is the channel we use to broadcast our City Council and Planning Commission meetings. The local cable TV management and Mesa County have been very cooperative and willing to work with us to help us broadcast our meetings. However, because this channel is not dedicated strictly for City use, it could be preempted by other users in the future.

A franchise agreement could serve to formalize the relationship between the City and the local cable TV operator. Also, it would provide the City with benefits and services it currently does not enjoy. The negotiation of a franchise agreement would take 6-8 months and would have to be approved by the voters. City staff drafted a franchise agreement that could be used as a starting point for negotiations. Since this is a very technical and fast changing area of the law the use of outside consulting legal counsel would be recommended.

The following table is provided to show what the typical provisions are in cities' franchise agreements.

STANDARD FRANCHISE PROVISION RANGES

PROVISION	STANDARD RANGE	MINIMUM	TYPICAL	MAXIMUM
FRANCHISE FEES	0%-5%	1%	5%	5%
PEG CHANNELS	0-10/10%	1	3	10 total/10% of total channels
PEG SUPPORT	$0-1%	$0	Varies, 50¢ per customer per month	10% of Gross
UPGRADES & REBUILDS	None to full fiber optic rebuild	Nothing	Rebuild	Full fiber optic to close nodes
I-NET	Nothing to extensive	nothing	Minor local connections	Extensive I-Net
SERVICE STANDARDS	None to major	None	Extensive	Extensive
TERM	5-25 Years	5 Years	10-15 Years	25 Years