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**CITY COUNCIL AGENDA
MONDAY, DECEMBER 19, 2011
250 NORTH 5TH STREET
6:30 P.M. – PLANNING DIVISION CONFERENCE ROOM
7:00 P.M. – REGULAR MEETING – CITY HALL AUDITORIUM**

To become the most livable community west of the Rockies by 2025

Call to Order
(7:00 p.m.)

Pledge of Allegiance
A Moment of Silence

Certificates of Appointment

Housing Authority

Visitor and Convention Bureau

Council Comments

Citizen Comments

***** CONSENT CALENDAR ***®**

1. **Minutes of Previous Meetings**

[Attach 1](#)

Action: Approve the Minutes of the December 7, 2011 Regular Meeting and the Minutes of the December 14, 2011 Special Meeting

December 16, 2011

** Indicates Changed Item

*** Indicates New Item

® Requires Roll Call Vote

2. **Setting a Hearing on an Ordinance Extending the DDA Tax Increment on Property and Sales Tax to Fund Capital and Operations** [Attach 2](#)

Extension of the DDA tax increment on property and sales tax is the final legislative action required of City Council pursuant to state enabling legislation to fully implement the previously approved 20-year extension of the DDA's charter. Extension of the tax increment secures the financial foundation for future DDA capital projects undertaken in pursuit and fulfillment of its statutory mission to "promote the health, safety, prosperity, security, and general welfare ...halt or prevent deterioration of property values or structures within (the) central business district...halt or prevent the growth of blighted areas, and... assist ...in the development and redevelopment of such districts..."
(CRS Sect, 31-25-802)

Proposed Ordinance Extending the Period During Which the Grand Junction, Colorado Downtown Development Authority (DDA) May Allocate and Collect a Property and Sales Tax Increment to Fund the Capital and Operations of the DDA as Provided by Law

Action: Introduce a Proposed Ordinance and Set a Hearing for January 4, 2012

Staff presentation: Harry Weiss, DDA Executive Director
John Shaver, City Attorney

3. **2012 Mesa County Animal Control Services Agreement** [Attach 3](#)

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

Action: Approve and Authorize the Mayor to Sign the 2012 Agreement between Mesa County and the City of Grand Junction Pertaining to Animal Services

Staff presentation: John Shaver, City Attorney

4. **Grand Valley Transit Funding Resolution** [Attach 4](#)

The City has an ongoing, annually renewable agreement with Grand Valley Transit for public transportation service within Grand Valley Transit boundaries. The City pays the Grand Valley Transit a percentage of the costs based on a formula established in an agreement that dates back to 2009. The Resolution authorizes the Mayor to sign the Resolution adopting the local match funding for the Grand Valley Transit Public Transit Services as approved in the 2012 budget.

Resolution No. 57-11—A Resolution Concerning the Adoption of the Local Match Funding for Grand Valley Transit Public Transit Services for FY2012

®Action: *Adopt Resolution No. 57-11*

Staff presentation: Rich Englehart, Deputy City Manager

5. **Advertising Services Contract Renewal for Visitor and Convention Bureau** [Attach 5](#)

This is the second year of a three-year contract originally approved by Council on September 13, 2010 that resulted from an RFQ/RFP issued in 2010. The contract for advertising services is renewed annually in conjunction with adoption of the City's annual budget and development of the VCB's Marketing Plan for the upcoming year. VCB staff is requesting approval by Council of the 2012 Contract with CCT Advertising for advertising services.

Action: Authorize the City Manager to Execute a Contract with CCT Advertising in the Amount of \$375,000 for Advertising Services for the Period January 1, 2012 – December 31, 2012

Staff presentation: Barbara Bowman, VCB Division Manager

6. **Website Services Contract Renewal for Visitor and Convention Bureau** [Attach 6](#)

This is the second year of a three-year contract originally approved by Council on September 13, 2010 that resulted from a Request for Qualifications (RFQ) issued in 2010. The contract for website services is renewed annually in conjunction with adoption of the City's annual budget and development of the VCB's Marketing Plan for the upcoming year. VCB staff is requesting approval by Council of the 2012 Contract with Miles Media Group for website services.

Action: Authorize the City Manager to Execute a Contract with Miles Media Group in the Amount of \$125,000 for Website Services for the Period January 1, 2012 – December 31, 2012

Staff presentation: Barbara Bowman, VCB Division Manager

7. **KnowMoore Revocable Permit, Located at 806 and 814 Winters Avenue** [File #RVP-2011-1143] [Attach 7](#)

KnowMoore LLC ("KM") is requesting a Revocable Permit for a fence in the right-of-way for their business located on two adjacent lots, addressed as 806 and 814 Winters Avenue. One side of the encroachment is approximately 5.50 feet in the future 8th Street ROW (west side of subject parcels) and 7.5 feet in the N/S alley ROW, on the east side of the subject parcels. There are no encroachments on the north side or the south side of the property. The front setback of 15' has been maintained. The lots are 125 feet deep.

Resolution No. 58-11—A Resolution Concerning the Issuance of a Revocable Permit to KnowMoore, LLC, Located at 806 and 814 Winters Avenue

®Action: *Adopt Resolution No. 58-11*

Staff presentation: Lori V. Bowers, Senior Planner

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

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

8. **Rates and Fees for the Year 2012** [Attach 8](#)

Proposed 2012 rate/fee increases for Planning, Golf, Forestry, Bookcliff Activity Center, and Plant Investment as presented and discussed during City Council budget workshops.

Resolution No. 59-11—A Resolution Adopting Fees and Charges for Planning, Golf, Forestry, Bookcliff Activity Center, and Plant Investment

®Action: *Adopt Resolution No. 59-11*

Staff presentation: Jodi Romero, Financial Operations Manager

9. **Public Hearing—2011 Supplemental Appropriation Ordinance and the 2012 Budget Appropriation Ordinance** [Attach 9](#)

This request is to appropriate certain sums of money to defray the necessary expenses and liabilities of the accounting funds of the City of Grand Junction based on the 2011 amended and 2012 proposed budgets.

Ordinance No. 4491—An Ordinance Making Supplemental Appropriations to the 2011 Budget of the City of Grand Junction

Ordinance No. 4492—An Ordinance Appropriating Certain Sums of Money to Defray the Necessary Expenses and Liabilities of the City of Grand Junction, Colorado, the Downtown Development Authority, and the Ridges Metropolitan District for the Year Beginning January 1, 2012, and Ending December 31, 2012

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance Nos. 4491 and 4492

Staff presentation: Rich Englehart, Deputy City Manager
Jodi Romero, Financial Operations Manager

10. **Lincoln Park Stadium Locker Room Addition** [Attach 10](#)

As part of the Lincoln Park Stadium Improvements Project, the Parks and Recreation Department is proposing to renovate the existing locker rooms and add office space that will facilitate the permanent Grand Junction Rockies minor league baseball staff.

Action: Authorize the City Purchasing Division to Amend the Contract with FCI Constructors to Renovate the Locker Room as Part of the Lincoln Park Stadium Improvement Project, in the Estimated Amount of \$800,000

Staff presentation: Rob Schoeber, Parks and Recreation Director
Jay Valentine, Assistant Financial Operations Manager

11. **Public Hearing—Ordinance Repealing City Code Provisions Regarding Alarm System Installers** [Attach 11](#)

The City Council Legislative Committee has considered the Staff recommendation that Sections 5.08.010 through 5.08.050 and 5.08.080 of Article III, Chapter 5 of the Grand Junction Municipal Code regarding alarm system installers be repealed. Those provisions were adopted in 1975. City employees have no specific knowledge of the electrical, mechanical, and other functions of alarm systems which hinders efficient monitoring of the licensure, issuance, and investigation of alarm system installers.

Ordinance No. 4493—An Ordinance Repealing Sections 5.08.010 through 5.08.050 and 5.08.080 of Article III, Chapter 5, the City of Grand Junction Municipal Code Regarding Alarm System Installers

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 4493

Staff presentation: John Shaver, City Attorney

12. **Non-Scheduled Citizens & Visitors**
13. **Other Business**
14. **Adjournment**

**Attach 1
Minutes**

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

December 7, 2011

The City Council of the City of Grand Junction convened into regular session on the 7th day of December, 2011 at 7:00 p.m. in the City Auditorium. Those present were Councilmembers Bennett Boeschstein, Teresa Coons, Jim Doody, Laura Luke, Bill Pitts, Sam Susuras, and Council President Tom Kenyon. Also present were City Manager Laurie Kadrich, City Attorney John Shaver, and City Clerk Stephanie Tuin.

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

Appointments

Councilmember Pitts moved to appoint Lon Carpenter and Michael Bell for three year terms expiring December 2014 to the Visitor and Convention Bureau Board of Directors. Councilmember Susuras seconded the motion. Motion carried.

Council Comments

Councilmember Doody attended the Honor Flight Banquet today for the World War II Veterans and it is also Pearl Harbor Day. It was a great opportunity for these veterans.

Councilmember Coons attended the Parade of Lights and commented what a wonderful event it was. She also attended the St. Martin's Place dedication opening with Councilmember Susuras and Council President Kenyon.

Council President Kenyon also attended St. Martin's Place dedication which was very moving and which opened up 15 additional units for the homeless in the community. The Housing Authority has requests for 3,000 additional homes. The City needs to keep working on this.

Citizen Comments

Jacquie Chappell-Reid and Allison Sarmo from the Legends Committee were present to thank the City Council for their past support and to request that the City Council financially support the next sculpture (sixth) of the Prinster Brothers due to their impact on grocers on the western slope as well as their other contributions to the community. They are in negotiations with sculptor James Haire to create the bronze recognizing the four Prinster brothers. Mr. Haire has been very popular as he created the "girl on the bike" and the

“two kids and a dog” which is in front of Main Street Café. The grouping will be unveiled in May 2013.

Ms. Chappell-Reid said they have raised \$70,000 for the project and the cost will be around \$100,000 so they are asking the City for \$10,000.

Council President Kenyon asked them to meet with the City Manager and arrange for a presentation, adding that the City Council has an idea for a seventh sculpture.

Citizens Comments Regarding Airport

Council President Kenyon said the City Council recently held a meeting with the Airport Board but at that meeting there was not an opportunity for public comment. This time has been scheduled to offer that opportunity. Council President Kenyon laid out the protocol and purpose of the time allotted.

Dr. Shepard, 230 Red Sand Road, representing the Airport Users and Tenants Association, came forward. He advised that there is disagreement about the management of the Airport and emotions are high. He wanted to present the facts and help find some solutions. He explained the organization of his presentation: 1. Problems, 2. Suggested solution, 3. Consensus for positive change. He summarized the Airport management's position. He noted that the Airport's position could sound reasonable; however there is a different perspective. He explained the tenants' position. He suggested that the Airport's position be dissected first by reading the documents. He highlighted some areas of the documents where the fence is not mentioned. The fence is mentioned in the Wildlife Management Plan and was signed off by the Federal Aviation Administration (FAA). He summarized a video where a meeting was held where the Airport Manager said a fence was required. The next video was the Assistant Airport Manager at a tenants' meeting that stated that the fence was required. Dr. Shepard said that is not true.

Dr. Shepard then read a quote from Transpiration Security Administration (TSA) that said the fence was not a mandate by the TSA, it was a decision of the Airport.

Dr. Shepard said he read the violation letter and although it is confidential due to national security, the violations are minor. He noted the Airport responded coincidentally the next day to the violation letter with the fence plan.

Councilmember Susuras noted the letter continues to say the TSA agrees with the fence. Dr. Shepard disagreed with that characteristic; he said they said it was one solution.

Dr. Shepard noted the Airport had public meetings but did hold public hearings. He cannot find where there was a deliberative process. There is no paper trail to indicate how the decision was made. That is why members of the Association were so astonished

when the Airport Manager had prepared a report for the Board with all the options. The Airport's attorney said the document was produced specifically for that meeting on October 17, 2011.

Dr. Shepard then suggested a solution to stop wasting time and energy on past decisions: open the gates, define an open and transparent process, and develop and propose the least intrusive plan packaged with political support. He said Mr. Fay (another member) has pursued other methodologies for compliance and it was presented to the Airport on October 17, 2011. The document was buried. He asked that it be brought forward again and have a third party analyze the options.

Regarding grants, the FAA requires a list of assurances and he noted where the Airport Manager has responded and the City signed off. He thinks that should not have happened. The FAA approved the construction of a fence along existing fence lines. He showed the new structure (gate) that crosses a public road. He estimated that about \$1 million was spent on structures that had nothing to do with wildlife control. Everyone understands this is post 9-1-1. They all take security classes and wear badges and had to be fingerprinted. TSA does not require that. He suggested the grant money was spent for a purpose other than for what was granted. He noted they did try to approach the Airport Board and were met with anger, profanity, and told to take it to the FAA themselves.

Dr. Shepard said solving problems has been difficult; emotions are high. These are major disagreements. They believe there have been times when the Airport Board has crossed the line – he provided a couple of quotes. There is no remedy at the ballot box (since these are not elected officials) and that is why they are seeking help from the elected officials.

Dr. Shepard then addressed accountability starting with financials. There were a multitude of expenses for the Manager with extensive travel and entertainment expenses including Disneyworld and baseball tickets. They have turned over 600 documents to the City Attorney for his review. He then referred to a secret agreement with a former employee and noted it was signed by the Airport Manager.

The next set of financials was for purchases; there is no written purchasing policy. It is unknown if they follow a competitive bid process consistently. The Authority bylaws require an audit committee, but they have never appointed an audit committee. It has been delegated to the employees. The recommendation is to import the City's best practices to the Airport. He suggested an audit be done and the issues be fixed.

The next topic is leases. The Association asked the Airport for their lease policy and there was not a response. It is causing the property values at the Airport to plummet. Last summer, one airport mechanic company wanted a thirty year lease for financing and the Airport would not give him one. There was no explanation. There is no State Law or FAA rule or regulation that prohibits a lease renewal. The only criteria that should be

used is what is good for the community. They understand that lease renewals are not automatic. Tenants must pay fair rent and be subject to adjustments at renewal and maintain their improvements.

Dr. Shepard then addressed solutions. First the structure, the Airport board is appointed by elected officials with no accountability to the community. The Airport's lawyer has been instructed not to come to Airport meetings. He proposed a new structure with a new body of elected officials be created.

Next, he posed the question, how will change happen? First, recognize the problem. They believe they need a new Manager. He agreed the board members are pillars of the community that have exhibited loyalty to their employee which is admirable but that can get in the way of making good public policy. The Association wants to build bridges and changes are needed.

That concluded Dr. Shepard's presentation.

Council President Kenyon called a recess at 7:58 p.m.

The meeting reconvened at 8:05 p.m.

Colin Fay, 80 Rock Ridge Lane, Glade Park, representing Colorado Flight Center, read a statement about the rift, "The Grand Junction Regional Airport Authority includes in its mission and vision statement that it is committed to facilitating and enhancing regional aviation services. The Airport is failing in this mission and vision when it comes to its general aviation tenants. The options and policies adopted by the Airport board and the Airport staff have caused a rift in the relationship between Airport management and the constituents and that is evident by the large turnout this evening. Damage to the Airport's image and operations has already occurred with the departure of at least one business and one aviation organization and the health of general aviation at the Airport is declining. One tenant is literally giving away his hanger in order to escape the negative environment created here at the Airport. Recently the only full service aircraft maintenance facility serving local general aviation operations left the Airport due to the detrimental atmosphere for businesses created by the policies of the Airport Authority. This departure has made it difficult for me and all the other local operators, difficult and expensive as we no longer have the local infrastructure required to maintain our aircraft. General aviation operations at the Grand Junction Regional Airport have fallen from a high of 35,000 in 2001 to about 12,500 last year. This decline coupled with others has led to a 40% overall drop in airport operations. My business, one of the local flight schools, currently accounts for over half of the general aviation operations here at the Airport, more than 10% of the total operations. Without a suitable general aviation infrastructure here, many of our customers are also moving to other airports. This decline in our customer base along with the increase cost and logistics of operating from an airport without a suitable general aviation infrastructure has led us to consider the

possibility of leaving this airport. The loss of our flight school would result in a 10% reduction in the current total airport operations. Recently the FAA indicated that, due to the declining number of total operations at this airport, we are at the low end of what is considered eligible for an FAA funded air traffic control tower. Further declines can see the loss of our control tower, such a loss would lead to the loss of the military refueling contract currently enjoyed by the Airport due to the military requirement to utilize airports with operating control towers. The loss of the military refueling contract would result in further loss of revenue by the Airport and local business leading to a further downward spiral in the economic activity generated by the Airport. The Transportation Security Administration has published specific guidance for the general aviation areas of the commercial service airports like Grand Junction. The guidance specifically states that general aviation operations at commercial service airports should be evaluated, designed, and located independently from commercial operations areas as much as practical to minimize potential security conflicts, flight delays, and unnecessary inconveniences to both general aviation and commercial service operators. It goes on to warn against imposing excessive security designs and procedures on general aviation as that would result in unnecessary restrictions potentially causing a decline in operations at the Airport with a drop in general aviation activity and revenues. By imposing their security solutions, the Grand Junction Regional Airport Authority has acted specifically against TSA guidance resulting in a detrimental impact on tenants and businesses located at the Airport. With the nation in general, and the Grand Junction area just starting to rebound from the severe recession, it is hard to comprehend that the Grand Junction Regional Airport Authority is not doing everything possible to encourage general aviation in the economic activity it generates. It is in fact doing the opposite and making it less attractive for anyone to locate a business, purchase, or construct a hanger facility or have an aircraft at the Grand Junction Airport. I urge the City Council and your counterparts at the County to do whatever it takes to insure the Grand Junction Regional Airport will be a strong economic engine for the health of the local community.”

Robert Duncan, 3427 Steerman Lane, Crawford, is a member of the commemorative air force, charged with keeping reminders of pilots who have fought for our freedoms. There is a WWII museum at the Airport. What was it like before the fence; the tarmac was guarded by the terminal buildings, fences and other buildings. Access was controlled. Montrose uses the same security model with TSA approval. His business is aviation websites. He read from other notes from Bob Thompson, Crawford, with the Rocky Mountain Wing, which has 70+ members. Not all can afford the badges to access at \$125 each, so therefore won't be accessing the museum. The public does not have access to the museum and can't use the facility as a rental for events including FAA safety training which has been canceled since this came about. Students and veterans don't have access to the museum. Rocky Mountain Wing has a hangar and owns another area and tie down that were used by other private aircrafts. Those users are now gone. Chief Executive Officers from other airports cannot fly in and leave and come back in since they don't have the special badge. The museum cannot accept the donated hangar; it doesn't make sense due to the economy. Mr. Duncan had several additional

letters and he just selected one from Larry Brown who is a pilot, "handing the terrorist a victory, and build our own prison around the Grand Junction Airport".

Council President Kenyon advised Mr. Duncan he could forward the rest of his comments to the City Clerk or to the City Council.

David Bratcher, 2211 K Road, President of WCARC (Western Colorado Armature Radio Club) read parts from his statement. ARRL (American Radio Relay League) is an affiliated member of the civil air patrol, uses the airport facilities once a month, conducts training for Ham radio operators, and has a repeater there. When the issue first came up, he was contacted by an irate manager and then a call from Tom LaCroix and was told they had no business being in the building. There is simple barbwire to the north and then gated like Fort Knox from the south end. Ham radio operators have a saying, "when all else fails I hope the Ham radio operators are around when you really need them".

Major Edward Behen, 926 26 Road, Deputy Director of the Civil Air Patrol, presented a handout (attached). He provided a history of the Civil Air Patrol (CAP) that in 1987, through the generous donation of the Perry family, they built a hangar and facilities at the Airport. In 1998, they added a modular classroom to their property and these facilities are well used; they are the best in Colorado that the State of Colorado has. CAP is the longest continuous tenant at the Airport, since the 1940's. They have been tasked by Congress to provide 1- emergency services such as air search and rescue, support national, state, and local agencies, 2 - aerospace education including a teach-the-teacher program; teachers receive continuing education for this and 3 - cadet activities teach CAP core values. The Honor Guard has placed #1 in competition in State and #2 in National level. They have tried to communicate with the Airport Authority regarding the fence and gate that has affected their ability to serve the community. Major Behen gave an example of a rescue using their repeater. The Airport Manager became irate when he heard about the Ham radio, he did not contact them but instead contacted the National Inspector General. They have the legal authority to be there. Mr. Tippetts had never been in their hangar until about three weeks ago, he came with his assistant, when shown the radio room he said "I guess we will just have to look the other way on the radio club". Mr. Behen said he asked if this was any way to do business. When they went to the security classes they were told they could only take 5 people, but now they have been told different. They want to know what the rules are. They have been told if they violate the rules, they will be fined. All services are provided at no cost to the City or County by the CAP. Major Behen invited Council to the Civil Air Patrol hangar on Tuesday evening.

Jerry McDonough, 2098 West Sequoia, member of Civil Air Patrol, has a hangar. He presented and read one letter from Carl Hipp, from Crawford, who could not be there who is a 65 year old pilot (see attached). He frequently gives residents in his area rides to Grand Junction. Montrose is eleven minutes closer and is not their first choice due to fewer services in Montrose, but now that is where they have to go for their needs. He thinks the Chamber should recognize the Airport Authority as an enemy combatant.

Daren Adams, 373 Ridges Blvd., business owner and former member of Chamber of Commerce, gave his story about flying and moving back in 2001 and starting an engineering company. He flew down to Gunnison for a business meeting and it took half of a day so he bought a plane and got his pilot license. It is cost effective to have a plane in this area. That resource is being lost.

Craig Springer, 711 Estates Blvd., was on the Airport Authority Board as a County appointee and served as chair and vice chair. During that time they hired Rex Tippetts. Things that were always an issue, the Airport Authority had never requested funding from the City or the County so everything that was looked at would be an asset, and the second thing was the safety and security of the Airport. Post 911, many mandates came from the federal government. He said Grand Junction was one of the only communities of this size that had three hubs and were told they would likely lose two. Today the Airport has six hubs and everyone pays less for seats on these carriers. Mr. Tippetts immediately introduced FAA discretionary funding; the FAA pays for 85 – 90% of the capital projects at the Airport. Mr. Tippetts has brought in \$75 million to the Airport and he respects the income from the aviation community. He is sympathetic but he asked for everyone to see the big picture, some good work has been done. Four of the existing board members he served with and they are thoughtful caring people. All business was done in public in open meetings. Three of these board members own aircraft and are part of the aviation community.

Charlie Huff, 38625 Indian Head Lane, Crawford, flew for two different airlines for 36 years and left Grand Junction 15 years ago because there was a long waiting list for Grand Junction hangars at the Airport. He is also a pilot, flight instructor, and a member of Civil Air Patrol. He said it is obvious something really bad is going on at the Airport. He has been to some public meetings. He was charged \$10 just to walk into the lobby at West Star Aviation. The bottom line is, problems here needed to be addressed yesterday. He submitted a letter which is attached.

Robert Erbisch, 928 19 ½ Road, Fruita, wonders how it got to this high level if there was real cooperation and listening. He said he was going to give the board a chance, now he does not believe the board has an interest in general aviation. The end of December is the end of self serve fueling; this will create some serious problems. Dr. Shepard is right, they need to replace the Airport Manager, and make sure there is proper oversight and management. He owns three hangars himself and waited a long time to be a part of the general aviation community. He bought the hangars as an investment and now they have no value due to the type of policies they now have at the Airport. This is not economic development; it is economic disaster.

Steve Wood, 6790 Reed Mesa Road, Whitewater, said he has been a pilot for four decades; he is an aeronautical engineer and business owner. His business entails giving people rides and picking up equipment and supplies. General aviation plays a very vital

role in small business. His business is not at the Airport but he does have airplanes and hangars and his employees can't go to his hangars if they don't have badges. This causes issues that he can't get service and repair at the Airport by sending his employees unless they are with him or he buys each one of them a badge for occasional use. When word gets out that the Airport has draconian policies, there will be no transient traffic. He questioned how the \$75 million may have been spent. People would not be here tonight if their concerns were without foundation. These are legitimate concerns. These people will roll up their sleeves and pitch in to make good things happen. He said they are saddened the topic is not a united voice to push back at the TSA with the City, County, and the general aviation community. What is going on is perceptual security not actual security. What happens in Grand Junction will set precedence for others.

Douglas Tabor 1861 Raven Avenue, Estes Park, wanted to let the Council know the badge in Ft. Collins and Loveland costs \$15.

Bradley Smith, 3450 Steerman Lane, Crawford, said he has an identical situation as Carl Hipp, limited as it impacts him but the City is impacted. Seeing the photo of the gate was a great visualization. He shares an airplane with someone and he has curtailed his business in Grand Junction. He used to come here to shop, but now he goes to Montrose.

Galen Brewer, 607 ½ Pond Street, owner of Monument Aircraft, started his business in 1996 and has built it up from there. He started with a leased building at the Airport, so he obtained financing to purchase the hangar but the bank said he would need a thirty year lease. He spoke with Mr. Tippetts and he told him he could only take over the rest of the lease for twelve years, with a ten year option. The bank would not give him a loan and upon reading the lease, it stated at the end of the lease he had to turn over his improvements to the Airport. He begged Mr. Tippetts to change the wording, but he wouldn't. He made a decision to sell when an offer was made. He then moved out to Mack Mesa where he could be accommodated. He had correspondence with the Airport chair who asked him to stay and again he asked for a long term commitment which they could not give. He was also invited to Montrose but choose not to go there.

Eddie Clements, 1325 I ½ Road, Fruita, is local and very involved in the community. The Airport has gone downhill. The Airport badge fees are the highest in the region. He is an FAA mechanic, pilot, and does FAA inspections. He is involved with several other airports and the badges run on an average less than \$50. He cannot even get a badge at this Airport. He has been told he does not qualify as he does not have a use. His son works for Scale Composites. He flies a special plane and couldn't get on the airport. Mack's runway is not long enough as 3,500 feet is needed. He can land in Delta and Montrose. This problem affects everything in general aviation. Scale Composites (his son's business) will not come back here.

Jim Cherry, 1302 Oak Way, Glenwood Springs, said he is a transient pilot and has served on the Glenwood Airport Committee. He is unable to fly down here, shop, and spend the night, and fly back due to not being able to park at the Airport. He described how the escort works here and how it works elsewhere. The customers are being fenced out of business which makes it more corporate and taking away from private.

Ron Rouse, 30370 North Road, Hotchkiss, built a \$1 million hangar when Corrine Nystrom was the Manager here. They have to have public access and, with all that gone, he can't support it with the business. West Star is the only one allowed to have fuel on the Airport because no competition is allowed, so he will probably lose his hangar.

There were no additional public comments.

Council President Kenyon called a recess at 9:22 p.m.

The meeting reconvened at 9:31 p.m.

CONSENT CALENDAR

Councilmember Susuras moved to adopt the Consent Calendar and then read Items #1 through 5. Councilmember Pitts seconded. Motion carried by roll call vote.

1. **Minutes of Previous Meeting**

Action: Approve the Minutes of the November 14, 2011 Regular Meeting

2. **Setting a Hearing on the 2011 Supplemental Appropriation Ordinance and the 2012 Budget Appropriation Ordinance**

This request is to appropriate certain sums of money to defray the necessary expenses and liabilities of the accounting funds of the City of Grand Junction based on the 2011 amended and 2012 proposed budgets.

Proposed Ordinance Making Supplemental Appropriations to the 2011 Budget of the City of Grand Junction

Proposed Ordinance Appropriating Certain Sums of Money to Defray the Necessary Expenses and Liabilities of the City of Grand Junction, Colorado, the Downtown Development Authority, and the Ridges Metropolitan District for the Year Beginning January 1, 2012, and Ending December 31, 2012

Action: Introduce Proposed Ordinances and Set a Hearing for December 19, 2011

3. **Property Tax Mill Levies for the Year 2011**

The resolutions set the mill levies of the City of Grand Junction (City), Ridges Metropolitan District, and the Downtown Development Authority (DDA). The City and DDA mill levies are for operations; the Ridges levy is for debt service only.

Resolution No. 53-11—A Resolution Levying Taxes for the Year 2011 in the City of Grand Junction, Colorado

Resolution No. 54-11—A Resolution Levying Taxes for the Year 2011 in the Downtown Development Authority

Resolution No. 55-11—A Resolution Levying Taxes for the Year 2011 in the Ridges Metropolitan District

Action: Adopt Resolution Nos. 53-11, 54-11, and 55-11

4. **Setting a Hearing on an Ordinance Repealing City Code Provisions Regarding Alarm System Installers**

The City Council Legislative Committee has considered the Staff recommendation that Sections 5.08.010 through 5.08.050 and 5.08.080 of Article III, Chapter 5 of the Grand Junction Municipal Code regarding alarm system installers be repealed. Those provisions were adopted in 1975. City employees have no specific knowledge of the electrical, mechanical, and other functions of alarm systems which hinders efficient monitoring of the licensure, issuance, and investigation of alarm system installers.

Proposed Ordinance Repealing Sections 5.08.010 through 5.08.050 and 5.08.080 of Article III, Chapter 5, the City of Grand Junction Municipal Code Regarding Alarm System Installers

Action: Introduce a Proposed Ordinance and Set a Hearing for December 19, 2011

5. **Resolution Opposing the Proposed Flaming Gorge Pipeline**

The Flaming Gorge Pipeline project is an extensive water supply project that proposes to divert water from the Green River in Wyoming and transport that water through a series of pipelines, pump stations, hydroelectric plants, and reservoirs to the Front Range cities of Colorado. There are many financial, technical, engineering, and interstate compact concerns about the feasibility of

the project. The Resolution opposes the planned project until concerns are addressed and resolved.

Resolution No. 56-11—A Resolution Opposing the Proposed Flaming Gorge Pipeline

Action: Adopt Resolution No. 56-11

ITEMS NEEDING INDIVIDUAL CONSIDERATION

Public Hearing—Annexation and Zoning of the Banner Enclave, Located at 2977 and 2979 Gunnison Avenue [File #ANX-2011-1124]

A request to annex 1.674 acres of enclaved property, located at 2977 and 2979 Gunnison Avenue and to zone the annexation, consisting of two (2) parcels less 128 square feet (0.003 acres) of public right-of-way, to an I-1 (Light Industrial) zone district.

The public hearing was opened at 9:36 p.m.

Brian Rusche, Senior Planner, reviewed this item. He described the site, and the location. He asked that the Staff Report and the attachments be entered into the record and recommended approval. He advised that the request does meet the State Statutes regarding annexation and the criteria of the Zoning and Development Code.

Councilmember Susuras asked about how the enclave was formed, did Cal Frac own the property when they requested annexation? Mr. Rusche said they did not. This property was platted in the 1980's. When CalFrac voluntarily annexed into the City, it enclaved these two properties. The Statutes for enclaves requires that procedurally they need to be brought into the City per the agreement with the County. The zoning for the property is I-1 and it does allow outdoor storage, however they did not receive approval from Mesa County for their outdoor storage. The City is working with the owners to bring them into compliance. Councilmember Susuras was concerned they would not be able to get a permit for outdoor storage. Mr. Rusche said they can apply for a permit.

Councilmember Boeschstein asked about two other properties and why they too are not enclaved. Mr. Rusche pointed out where there is a break in the City contiguity and they have not requested annexation.

There were no public comments.

The public hearing was closed at 9:42 p.m.

a. Annexation Ordinance

Ordinance No. 4488—An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Banner Enclave Annexation, Located at 2977 and 2979 Gunnison Avenue and Including a Portion of the Gunnison Avenue Right-of-Way, Consisting of Approximately 1.64 Acres

b. Zoning Ordinance

Ordinance No. 4489—An Ordinance Zoning the Banner Enclave Annexation to I-1 (Light Industrial) Located at 2977 and 2979 Gunnison Avenue

Councilmember Coons moved to adopt Ordinance Nos. 4488 and 4489, and ordered them published in Pamphlet Form. Councilmember Pitts seconded the motion. Motion carried by roll call vote.

Public Hearing—An Ordinance Authorizing the Refinancing of a Portion of the General Fund Revenue Bonds, Series 2004, and Issuing Series 2012 Refunding Bonds

In an effort to maximize the use of existing resources and capitalize on the current municipal bond market, with historically low interest rates, Staff has worked with financial advisors and legal counsel to bring forth to City Council a potential refinancing of the 2004 Riverside Parkway Bonds (“2004 bonds”). After initial discussions with Council and at their request additional options were considered and brought back for further evaluation including three non-refinancing options. At the October 31st budget workshop, after reviewing six options, the City Council directed Staff to move forward with refinancing the 2004 bonds using the proceeds from lower interest 2012 bonds as well as the \$19 million in TABOR dollars that have been saved since the voters’ authorization in 2007. This refinancing transaction, which includes using the TABOR early debt retirement reserve, is estimated to save the City a total of \$7.3 million dollars in interest costs, as well as make another \$14 million in existing dollars available between 2012 and 2021 because the annual debt service payment would be lower.

The public hearing was opened at 9:44 p.m.

Laurie Kadrach, City Manager, reviewed this item. City Manger Kadrach noted the City Council has discussed this matter previously and there is no public present so she asked for direction from the Council as to the extent of the presentation.

Council President Kenyon asked for a brief synopsis for the viewing public.

City Manager Kadrach presented a summary of the request. She described the Riverside Parkway project and that much of the project was financed outside of the original bonding being addressed at this time. Roughly \$53 million could be refinanced. In 2007 the

voters were asked if excess revenues could be retained to pay down the debt. The voters approved and the hope was to pay off the bonds by 2015. The economy changed and the City is no longer able to set aside the same volume of dollars to pay down the debt. The money that has been saved is also not earning as much interest as originally forecasted. The financial Staff began to look at better ways to use the saved amount and a way to reduce the payment. An option was presented and an open house was held which generated additional options. Option D was selected by the City Council as the preferred option. The money saved will pay off some of the debt and the remainder will be refinanced at a lower interest rate, like refinancing a home mortgage, so interest will be saved in the long run and the principal payment will be reduced. The total savings will be \$7.3 million over the current debt structure. The excess TABOR dollars will still be set aside for early repayment and the debt is forecasted to be paid off in 2021 given today's forecasting.

Councilmember Susuras noted this has been discussed many times and the Daily Sentinel has published an article on the matter. He asked if she has received any negative comments on the proposal. City Manager Kadrich said she has not received any negative comments but there have been questions on how the saved money will be used.

Council President Kenyon asked how the underwriter was selected for the proposal.

Jodi Romero, Financial Operations Manager, addressed the question on the process for refinancing and finding an underwriter for the refinance. The recommendation is to go with the lowest bid underwriter to complete the process.

There were no public comments.

The public hearing was closed at 9:55 p.m.

Ordinance No. 4490—An Ordinance Authorizing the Issuance of City of Grand Junction, Colorado, General Fund Revenue Refunding Bonds, Series 2012, for the Purpose of Refunding all or Any Portion of the City's General Fund Revenue Bonds, Series 2004, and Pledging Certain Revenues of the City for the Payment of the Bonds
Councilmember Susuras moved to adopt Ordinance No. 4490, and ordered it published in Pamphlet Form and authorize the City Manager to sign a contract with RBC Capital Markets, LLC for the underwriting. Councilmember Pitts seconded the motion. Motion carried by roll call vote.

Non-Scheduled Citizens & Visitors

There were none.

Other Business

There was none.

Adjournment

The meeting was adjourned at 9:57 p.m.

Stephanie Tuin, MMC
City Clerk

Charlie Huff
38652 Indian Head Lane
Crawford, Colorado 81415



To Members of the Grand Junction City Council:

After reviewing the relatively recent actions taken by the Grand Junction Regional Airport Manager and Board regarding the construction of the so-called "airport animal and security fence," it has become self-evident that this fence in its present configuration is not only a non-requirement of the TSA (Transportation Security Administration), but is in fact an outright harassment of and obstacle to any persons that have legitimate business at the Airport. When any airport security system becomes so unreasonably oppressive and destructive of our abilities to carry on normal activities in the realms of General Aviation, then it is past time to make the necessary changes lest we become prisoners in our own self-constructed fences, thus giving the criminal elements of our society the victory of having destroyed both our natural liberties and our means of commerce therein!

It would seem a matter of common sense that no security system ever has or will ever stop determined criminal--read terrorist--activity, especially when there is lax prosecution and/or lack of meaningful consequences—meaning swift, sure justice! However, reasonable precautions and constant vigilance on the part of those of us involved in General Aviation business and flying activities, has to date shown that security threats within the General Aviation community are indeed a non issue in comparison to nearly any other of the multitude of risks that are inherent to this mortal life.

So, I propose that we take ole Ben Franklin's sage advice and cease and desist in the fanciful myth that our God-given liberty in life's pursuits is a worthy price for so-called "security!" Indeed, it would seem that some of the greatest threats to the security of our liberty today come from within various *governmental* entities and their bureaucracies—and I'll leave it to you each to recall your favorite ones .

Respectfully submitted for your consideration,

Charlie Huff, Retired airline captain, A&P mechanic,
certified flight instructor, experimental
aircraft builder and pilot, and check airman
for the Commemorative Air Force at GJT

The Path of Least Resistance.

I am Karl Hipp. I am a 65 year old pilot with commercial, multi-engine and instrument ratings. I live at the Crawford Colorado Airpark. So with my airplane parked in the driveway, a short airplane trip in my Twin Comanche often makes the most sense for a lot of our commuting.

A normal day often is flying the 20 minutes to Grand Junction. Parking at the CAF hangar, and use a car parked there that I have access to. Doctor visits, blood donation, Sams Club, Bonner Steel Supply Hobby Lobby and other business visits along with lunch at a Grand Junction restaurant make a normal Grand Junction day. I can haul about 600 pounds in my airplane, and we have often left Grand Junction fully loaded.

Back to the Path of Least Resistance.

That's what this fence was supposed to be about. To make anyplace but the Grand Junction Airport be the Path of Least Resistance for the local wildlife.

But it is not just the 4 legged critters that have found a Path of Lesser resistance. My wife and I have most certainly found one. Montrose has always been 11 minutes closer in my airplane, but Montrose was never our first choice because of the more varied and additional services offered by Grand Junction.

But with the latest obstacles that have been invented by The Grand Junction Regional Airport Authority, Montrose has become The Path of Least Resistance. There are no fees or delays at Montrose Airport for general aviation even though there are 4 major Airlines that fly regularly scheduled flights into Montrose. We land at The Black Canyon Jet Center, where after directing me where to park my airplane the line man chaperones us to our car.

Montrose has a hospital, doctors, stores, and most of what we formerly needed in Grand Junction. We will spend our money there. The only drawback is that the Montrose Hospital has no facility to donate blood. The girls at the St Marys Pavilion on Wellington Avenue always looked forward to my visits as I have type O negative which is universal donor blood and can be used at accident scenes before a blood type can be determined.

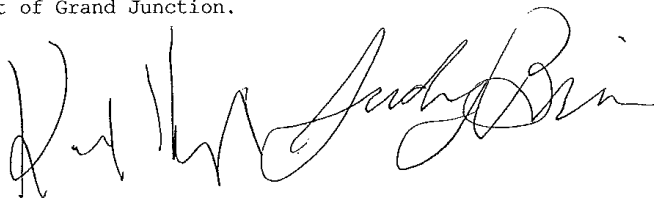
I think the Grand Junction Chamber of Commerce should recognize the Grand Junction Regional Airport Authority as an Enemy Combatant. The Grand Junction Regional Airport Authority has probably done more to undermine commerce into Grand Junction through the Grand Junction Airport than any clever plan that could be conceived by Al Qaeda.

Those that conceived this insanity will no doubt rationalize that my wife and I were some sort of threat to security that they have now eliminated. I will quote the Israeli security specialist when commenting regarding U S security efforts. "You do not have security, you just bother people".

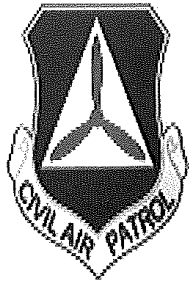
We have been bothered out of Grand Junction.

Respectfully submitted,

Karl Hipp and Judy Brin.

A large, handwritten signature in black ink, appearing to read 'Karl Hipp and Judy Brin', is written over the typed names at the bottom of the page.

THUNDER MOUNTAIN COMPOSITE SQUADRON



Unit Contact: 1st Lt Charles A Pearson
Contact Phone: (970) 858-9088
Meeting Address:
2868 AVIATORS WAY
GRAND JUNCTION REGIONAL AIRPORT
GRAND JUNCTION, CO 81506

HISTORY OF CIVIL AIR PATROL

The Civil Air Patrol was created on December 1, 1941 – one week before Pearl Harbor – to fill the need for an organization to harness the aviation resources of the United States to aid the nation in the event America entered the growing war. These efforts, led by writer-aviator Gill Robb Wilson, led to the creation of the CAP, first organized under the Office of Civilian Defense. In April 1943, the CAP was reassigned to the Army Air Force.

CAP members performed many missions including coastal patrol to search for enemy submarines, search and rescue missions throughout the United States, cargo and courier flights to transfer critical materials and personnel and many other functions. These volunteers amassed an amazing record – flying more than a half million hours, sinking two enemy submarines, and saving hundreds of crash victims.

The nation recognized the vital role CAP played during the war and understood the organization could continue to provide invaluable help to both local and national agencies. On July 1, 1945, President Harry Truman signed Public Law 476 that incorporated Civil Air Patrol as a benevolent, non-profit organization. And on May 26, 1948, Congress passed Public Law 557 which permanently established CAP as the Auxiliary of the U. S. Air Force. This law also gave the Secretary of the Air Force authority to provide financial and material assistance to the organization.

COMMUNITY INVOLVEMENT

The Civil Air Patrol is composed of units called squadrons. In the Grand Junction area, the Thunder Mountain Composite Squadron consists of both a Senior (adult) group and a Cadet (youth) group. The Senior squadron meets the first and third Mondays of the month, and the Cadet squadron meets every Tuesday. Both groups meet from 7:00 p.m. to 9:00 p.m. Our meetings are held in the Civil Air Patrol hanger at Walker Field, 2868 Aviator's Way, located southeast of the main WestStar Aviation building at the east end of the airport. We have had a cordial relationship with the Grand Junction Regional Airport Authority as well as the general aviation organizations and companies situated at the airport.

Our roots include many long-term residents of our area, including the founding member of the Thunder Mountain Composite Squadron, Community leader Rex Howell of KREX.

We currently have Cadet members from each of the area High Schools and Middle Schools, as well as Cadets from Parochial and Christian schools and a number of home-schooled youth. We cater to the youth of outlying areas, drawing from Fruita, Palisade and Whitewater.

In the last two years our youth program has grown from a roster of one dozen participants to a membership of approximately 35 of the Grand Valleys' finest youth.

BENEFITS OF THE CIVIL AIR PATROL CADET PROGRAM

For the past half-century, CAP's Cadet Programs have provided young people the opportunity to develop their leadership skills through their interests in aviation. For many, it has also offered them the opportunity to learn to fly.

A knowledge of aerospace-related information is one of the pillars of the program. Cadets progress at their own pace through a 15-step program including aerospace education, leadership training, physical fitness and moral leadership.

As cadets make progress, they have the opportunity to take part in a wide range of activities including encampments on military bases, orientation flights, and a variety of national and international activities.

Through its National Scholarship Program, CAP provides scholarships to cadets to further their studies in such areas as engineering, science, aircraft mechanics and aerospace medicine. Scholarships leading to solo flight training are also available through the national organization.

CAP also offers the cadets education in many areas of interest. In addition to the aviation-related fields, we also study search and rescue, first aid, radio communications, drill teams, leadership development and much more. Cadets are also able to participate in disaster relief, air search and rescue, and community assistance projects. With the Grand Valley experiencing an increase in air traffic it results in an increased awareness of the need for trained individuals ready to respond. The Thunder Mountain Cadet Program is available to assist our community in many different ways.

Many cadets enjoy a relationship with the Western Colorado Amateur Radio Club. We provide them with a meeting place and equipment in exchange for technical expertise shared with the cadets.

GRAND VALLEY YOUTH DEVELOPMENT

Our youth also benefit personally by participating in other activities we provide such as model rocketry. During our rocket shoots we discuss physics, trigonometry, geometry and forces that effect things in motion. These topics provide each person with a hands-on application of Math, Science, and Technology. Discussions with several of our areas educators indicate we can provide a real-world application of academics. Parents have noticed an increase in maturity, grades, study habits and overall attitude from participation in our program.

Cadets who have completed the program have gone to various colleges across the nation, military academies, military services, and other technical and collegiate activities.

Our cadets, in an effort to benefit themselves and our community, are able to participate in activities such as the First Responder Course for first aid training. After completion of the course and testing they receive a certificate that allows them to put to action what they have learned. Participation in local activities such as various parades downtown enable them to practice their drill team skills and provide our citizens with some of the best representation of our youth that we have to offer. They participate in community service, such as Walk for Life and Ride the Rockies. By participating they are exposed to many active duty and reserved duty military leaders in our community. Many are also provided, by involvement, cross training and development in other community groups such as Boy Scouts and Girl Scouts of America.

With extensive senior supervision of all cadet activities, it is the cadets who are responsible for all program content and development. This style of development enables them to educate each other on a level that is mutually beneficial for their own personal development and that of the program as a whole.

The CAP Hangar at the Grand Junction Regional Airport has the facilities, the equipment and the personnel to accomplish our designated tasks. But, we need adequate access in order to succeed.

Our program is entirely self-supporting with no supplemental funding from the Colorado Wing or the National Headquarters for facilities or equipment. It is through the fund raising efforts of the Seniors and Cadets that we are able to provide the buildings, materials and equipment that are necessary for the CAP to perform our task in service to the community, the state and nation.



FACT SHEET CIVIL AIR PATROL

Citizens Serving Communities...Above and Beyond

*CAP serves America by developing our nation's youth;
performing local, state and national missions;
and informing our citizens about the importance of aerospace education.*

In December 1941, one week before the Japanese attack on Pearl Harbor, Civil Air Patrol was founded by more than 150,000 citizens who were concerned about the defense of America's coastline. Under the jurisdiction of the Army Air Forces, CAP pilots flew more than 500,000 hours, were credited with sinking two enemy submarines and rescued hundreds of crash survivors during World War II. On July 1, 1946, President Harry Truman established CAP as a federally chartered benevolent civilian corporation, and Congress passed Public Law 557 on May 26, 1948. CAP was charged with three primary missions – aerospace education, cadet programs and emergency services.

With the passage of Public Law 106-398 in October 2000, Congress provided that "The Civil Air Patrol is a volunteer civilian auxiliary of the Air Force when the services of the Civil Air Patrol are used by any department or agency in any branch of the federal government."

THE CORPORATION

- Is classified as a nonprofit, 501(c)(3) corporation.
- Operates as the all-volunteer civilian auxiliary of the U.S. Air Force when performing services for the federal government.
- Includes eight geographic regions consisting of 52 wings (the 50 states, Puerto Rico and the District of Columbia).
- Has nearly 1,500 squadrons, and more than 60,000 volunteer cadet and adult members nationwide.
- Provides opportunities for members to serve the community, participate in resident and/or distance learning leadership development training and acquire new skills to benefit personal and professional growth.
- Operates one of the largest fleets of single-engine piston aircraft in the world, with 550 currently in the fleet.
- Flies approximately 112,000 hours annually.
- Maintains a fleet of more than 900 emergency service vehicles for training and mission support.
- Provides support to cadets and adult members through more than 550 chaplains.
- Supports members with about 100 corporate staff at CAP National Headquarters at Maxwell Air Force Base, Ala.

AEROSPACE EDUCATION

- Educates adult and cadet members and the community on the importance of aerospace.
- Provides support for educational conferences and workshops nationwide.
- Develops, publishes and distributes national academic standards-based aerospace education curricula for kindergarten through college classrooms.
- Offers grant, award, college credit and scholarship opportunities for adult, cadet and teacher members.
- Provides educators with free educational programs, products and services, including orientation airplane flights.
- Provides comprehensive aerospace education resources online.

EMERGENCY SERVICES

- Conducts 90 percent of inland search and rescue in the U.S., as tasked by the Air Force Rescue Coordination Center and other agencies.

- Coordinates Air Force-assigned missions through the CAP National Operations Center at Maxwell AFB at a cost of \$120-\$160 per flying hour.
- Performs aerial reconnaissance for homeland security.
- Saves an average of 80 lives per year (100-plus in FY 2010).
- Provides disaster-relief support to local, state and national organizations.
- Transports time-sensitive medical materials, blood products and body tissues when commercial routes are unavailable.
- Provides impact assessment, light transport, communications support and low-level route surveys for the U.S. Air Force.
- Assists federal law enforcement agencies in the war on drugs.
- Conducts orientation flights for Air Force Junior and Senior ROTC cadets.
- Maintains the most extensive VHF and HF communications network in the nation.

CADET PROGRAMS

- Includes more than 25,000 members ages 12 through 20.
- Educates youth in four main program areas: leadership, aerospace, fitness and character development.
- Provides after-school cadet program to enrich school curricula.
- Offers orientation flights in powered and glider aircraft, and flight training scholarships.
- Provides about 10 percent of each year's new classes entering U.S. Air Force Academy.
- Provides enlistment in the U.S. Air Force, U.S. Army and U.S. Coast Guard at higher pay grade for cadets who have earned the Gen. Billy Mitchell Award.
- Provides activities and competitions for cadets at the local, state, regional and national levels.
- Provides an International Air Cadet Exchange program.
- Provides college scholarships in several disciplines.
- Provides opportunities for community involvement through color guard/drill team presentations and an active role in emergency service missions.
- Provides opportunities to test-fly careers in aviation, space and technology through dozens of summer activities.
- Challenges youth to be ambassadors for a drug-free lifestyle.

CIVIL AIR PATROL CADET PROGRAM

Volunteer and participate in:

Ride the Rockies
Relay for Life
Lion's Club Parade
Veteran's Day Parade
Band Invitational Parade
Wreaths Across America
Golden Corral Veteran's Dinner
JUCCO Memorial Day Presentation of the Colors
Bi-Annual Air Port Disaster Drill, GJRA

Security/Safety/Trash Detail at:

Broomfield Air Show
Rifle Air Show
Montrose Air Show
Grand Junction Air Show

Color Guard (2nd in Nation 2010) Presentation of the Colors:

March of Dimes – March for the Babies, Grand Junction
Fruita Monument HS Graduation, Fruita
Rockies Game, Denver
September 11, 2011 Commemorative Event – Stocker Stadium
Pro Second Amendment Banquet
Colorado West Band Competition

CHAPTER 7 – OTHER TYPES OF MEMBERS

7-1. Affiliate Members. Affiliate membership is a membership category for organization members or special groups of individuals who desire to support CAP financially or through special services, but who are not required to attend regular meetings, wear a uniform, or participate in the active program. Privileges and restrictions vary from group to group and will be contained in individual Memorandums of Agreement between Civil Air Patrol and the organization concerned.

7-2. Congressional Members. Members of the United States Congress and federally appointed officials are eligible to become Congressional Members of Civil Air Patrol. These members do not pay membership dues or submit fingerprint cards. Wing commanders wishing to induct members into the Congressional Squadron should contact the General Counsel's office at National Headquarters first. A membership certificate is available from National Headquarters for presentation to the individual. These members are authorized to fly in CAP aircraft, visit CAP unit meetings/social events and receive the honorary grade of lieutenant colonel.

7-3. State Legislative Members. Membership in this category is open to state legislators and elected state officials as well as key staff members. Membership dues and fingerprint cards are waived. A CAPF 12L is required and should be submitted to National Headquarters/DP. The charter number for all state legislative squadrons is the wing identifier plus 999 (XX999). Membership cards are issued by calendar year (December) and reviewed and validated annually by the wing commander prior to issuance of new cards. These members are authorized to fly in CAP aircraft, visit CAP unit meetings/social events upon invitation and receive the honorary grade of major.

7-4. Fifty-Year Members. Individuals who have 50 years of service (not necessarily continuous) in Civil Air Patrol are eligible for free membership. Individuals reaching this milestone must have their service verified by the wing commander and a letter sent to National Headquarters. At that time the individual's membership record will be annotated to show an indefinite renewal date and a new membership card will be issued. These members continue to receive all the benefits of regular active senior membership and are entitled to all rights and privileges.

7-5. Life Members. In recognition of outstanding contributions to CAP, and as one of its highest honors, the National Board may create a life membership for any member of CAP. However, this honor is usually reserved for past national commanders, past executive directors, and past CAP-USAF commanders. Life members are afforded all the rights and privileges of active senior membership. Spouses of life members are also afforded all the rights and privileges of the life member. Life members and life member spouses do not pay membership dues, but are issued membership cards appropriately designated.

7-6. Business Members. A business member is any US corporation, partnership, proprietorship, or organization that applies for CAP membership in the name of the corporation, partnership, proprietorship, or organization. This category of membership is designed for members of the business community who demonstrate desire to financially support the CAP missions and associated programs. The Public Awareness and Membership Development Directorate is responsible for this category of membership.

**Memorandum of Agreement
Between
American Radio Relay League, Inc.
And
Civil Air Patrol**

Purpose

The purpose of this document is to state the terms of a mutual agreement (Memorandum of Agreement) between the Civil Air Patrol (CAP) and the American Radio Relay League, Inc. (ARRL) to provide a broad framework for cooperation between the two organizations during emergencies and disasters, for education of members regarding the capabilities and regulatory environments of CAP and the Amateur Radio Service, to promote interest in public service especially among the nation's youth, as well as other activities in which cooperation may be mutually beneficial.

Background

Members of ARRL and CAP share common goals of serving the public through efficient and effective use of radio communications. To this end, members of both organizations engage in regular training to prepare for emergency and disaster communications. Members of both organizations provide important communications capability to the Homeland Security programs of the United States.

CAP uses radio communications primarily to ensure the safe and efficient prosecution of its own operational missions authorized and funded by various Departments and Agencies of the United States Government. Additional assistance is also provided to state and local government entities. CAP personnel are tasked by various authorizing agencies to support these entities and CAP communications is generally considered to be an essential resource that is critical to the successful performance of CAP's missions.

Amateur Radio operators have a long history of providing radio communication support to served agencies in both the governmental and private sectors in response to emergencies and disasters. There are a number of programs, including several sponsored by the ARRL, which facilitate cooperation between Radio Amateurs and served agencies at both the national and local levels.

Such missions often require CAP members and Amateur Radio operators to work closely together to meet the public need. In addition, many people hold both ARRL and CAP membership and are authorized to operate on both Amateur Radio and U.S. Government radio frequencies assigned to CAP. Such circumstances occasionally result in confusion about the proper use and role of the respective radio services.

As a result of this Memorandum of Agreement, CAP and ARRL will make every effort to educate their members about the role of the two organizations, the two services' regulatory environments, and especially the rationale for rules pertaining to use of Amateur Radio frequencies by CAP operators who hold Amateur Radio licenses. This educational process will help promote a better understanding of the capabilities and restrictions of both organizations and will enable CAP and ARRL leaders at the local levels to more effectively utilize and integrate the resources of both organizations in exercises and actual emergencies.

Recognitions

The parties to this memorandum recognize the following points about their mutual missions and relationship:

1. It is recognized that although many CAP volunteers also hold Amateur Radio licenses, CAP operates on frequencies regulated by the National Telecommunications & Information Administration (NTIA) and CAP operators are required to use NTIA-compliant radio equipment on those frequencies.
2. It is recognized that the ARRL is the national association for Amateur Radio in the United States. A principal purpose of ARRL in the furtherance of the public welfare is the establishment of Amateur Radio networks to provide electronic communications in the event of disasters or other emergencies. To achieve this purpose, ARRL offers formal training in emergency communications, publishes literature concerning emergency communications, and sponsors volunteer programs through which Radio Amateurs may offer their services to governmental and private-sector served agencies. Most of ARRL's volunteer emergency communications programs function as part of the ARRL Field Organization, so as to be responsive to events taking place at the state and local level.
3. It is further recognized that persons acting as CAP members are required to operate on frequencies reserved for the federal government pursuant to a license granted by a federal agency. These frequencies are for official use only by CAP members and may not be disclosed to unauthorized personnel, i.e. Amateur Radio operators. CAP members have no special authority to operate on Amateur Radio frequencies by reason of their membership in CAP. Therefore, use of Amateur Radio while acting as a CAP member is inconsistent with Federal Communications Commission (FCC) Regulations, including 47 CFR §97.113(a)(3) and §97.113(a)(5) and the U.S. Government Table of Frequency Allocations contained in the NTIA Manual of Regulations and Procedures for Federal Radio Frequency Management (47 CFR 300). CAP regulations specify that Amateur Radio frequencies shall not be used to conduct the regular business of CAP.
4. It is further recognized that licensed radio stations may make use of any means of radio communication available to provide essential communications to protect the immediate safety of human life and to provide the immediate protection of property when normal communication systems are not available. (See FCC Part 97, Subpart E and NTIA Manual Section 7).

Mutual Support

ARRL and CAP agree to the following mutual support and cooperation activities:

1. Promote awareness of and respect for the difference in regulations governing radio communications by CAP and Amateur Radio.
2. Promote interest in skills applicable to both organizations' operations, such as radio direction-finding, basic electronics, and effective operating discipline.
3. Provide opportunities for their respective members, particularly youth, to learn how to join CAP and how to become Amateur Radio operators.

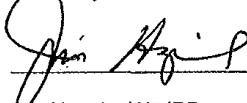
4. Provide a broad framework for cooperation between the two organizations during emergencies and disasters.
5. Share information on appropriate volunteer training opportunities.
6. Carry out joint training exercises to provide simulated emergency and disaster communications support when suitable occasions are identified at local, regional, or national levels. These exercises may include CAP training missions in which Amateur Radio volunteers use their personal equipment on Amateur frequencies while CAP volunteers use equipment approved for CAP operation on Federal frequencies assigned to CAP.
7. This MOA does not convey Air Force Assigned Mission (AFAM) status. In order for joint exercises to be conducted as Air Force missions, prior approval is required from CAP-USAF, the CAP's Air Force liaison and oversight agency.

Effective Dates:

This MOA will become effective on the date the last party signs this MOA. Either party may terminate this MOA by giving the other party thirty (30) days notice of intent to terminate. All modifications to this agreement must be in writing and signed by both parties.

Signatures

ARRL, by

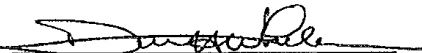


Jim Haynie, W5JBP
President, American Radio Relay League, Inc.

20 May 2005

Date

Civil Air Patrol, by

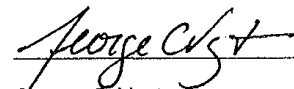


Dwight H. Wheless
Major General, CAP
Commander

20 May 2005

Date

CAP-USAF, by



George C. Vogt
Colonel, USAF
Commander

17 May 05

Date

Point Paper for GJRA Authority
Discussion on possible GJRA security fence realignment
5 Jul 2010

- Thunder Mountain Composite Squadron in operation at Walker Field/GJRA since early 1940's
- Civil Air Patrol (CAP) missions include: Search and Rescue/Homeland Security, Cadet Program, Community-wide Aerospace Education -- current squadron membership: 62 (36 cadets)
- **Possible fence realignment (as we understand it) will have serious negative impact on CAP operations at GJRA -- main problem is access to the CAP facility at 2868 Aviator's Way (inside the proposed fence realignment area)**

- CAP Search and Rescue operations use "mission bases" to coordinate efforts and provide support

--- Missions could involve as many as five aircraft with two to three crews (of three fliers each) per a/c as well as six to ten personnel performing support functions (total #'s could be as high as 35 to 40 people)

--- Most of these personnel will not have local AOA badges and thus would have to be escorted at all times rather than just when they are on the actual flight line

- Cadets are under 18 and most need rides to weekly meetings and other activities that use the facility

--- Fence placement outside the facility would significantly impair our ability to have meetings -- a control gate with limited parking would require a two block walk to the hanger -- parents may view such a situation as unsafe

--- "Walk-in's" and interested members of the public might well be disinclined to attempt a visit, thus causing a loss of potential members

- Our facility is used by other organizations who are not prepared to secure AOA badging

--- Groups: Air Force Association (both local and state), Mesa County Amateur Radio Club, District 51 teacher's clinics on Aerospace Education

--- New fences will almost certainly have negative impact on these community service organizations

POC: Major Rick Peterson, CAP (USAF Auxiliary)
Commander, Thunder Mountain Composite Squadron
cell: 970 589-6238 home: 970 245-6454

GRAND JUNCTION CITY COUNCIL

SPECIAL SESSION MINUTES

DECEMBER 14, 2011

The City Council of the City of Grand Junction, Colorado met in Special Session on Wednesday, December 14, 2011 at 11:30 a.m. in the Administration Conference Room, 2nd Floor, City Hall, 250 N. 5th Street. Those present were Councilmembers Bennett Boeschstein, Teresa Coons, Jim Doody, Laura Luke, Bill Pitts, Sam Susuras, and President of the Council Tom Kenyon.

Council President Kenyon called the meeting to order.

Councilmember Susuras moved to go into Executive Session for discussion of personnel matters under Section 402 (4)(f)(I) of the Open Meetings Law Relative to City Council Employees and Council will not be returning to open session. Councilmember Doody seconded the motion. The motion carried.

The City Council convened into executive session at 11:36 p.m.

City Attorney Shaver was present during a portion of the meeting.

Stephanie Tuin, MMC
City Clerk

Date: December 15, 2011
Author: Harry Weiss
Title/ Phone Ext: DDA Director, x
4134
Proposed Schedule: December
19, 2011
2nd Reading
(if applicable): January 4,
2011

Attach 2
Setting a Hearing on an Ordinance Extending the DDA Tax Increment on Property and Sales Tax to Fund Capital and Operations

CITY COUNCIL AGENDA ITEM

Subject: An Ordinance Extending the DDA Tax Increment on Property and Sales Tax to Fund Capital and Operations

Action Requested/Recommendation: Introduce an Ordinance on First Reading and Set a Hearing for January 4, 2012

Presenter(s) Name & Title: Harry Weiss, DDA Executive Director
John Shaver, City Attorney

Executive Summary:

Extension of the DDA tax increment on property and sales tax is the final legislative action required of City Council pursuant to state enabling legislation to fully implement the previously approved 20-year extension of the DDA's charter. Extension of the tax increment secures the financial foundation for future DDA capital projects undertaken in pursuit and fulfillment of its statutory mission to

“promote the health, safety, prosperity, security, and general welfare ...halt or prevent deterioration of property values or structures within (the) central business district...halt or prevent the growth of blighted areas, and... assist ...in the development and redevelopment of such districts...”

(CRS Sect, 31-25-802)

Background, Analysis and Options:

The Grand Junction Downtown Development Authority was established in accordance with state enabling legislation governing the creation and operations of Downtown Development Authorities in Colorado. The initial term of the Authority lasted 25 years, and was subsequently extended for a 5-year period expiring in 2011. Pursuant to the provisions of state law allowing the extension of the authority for an additional 20 years, the reauthorization of the DDA has completed all steps of the statutory process save for this final legislative action.

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

Goal 4: Support the continued development of the downtown area of the City Center into a vibrant and growing area with jobs, housing and tourist attractions.

For 30 years the DDA has been a primary agent of revitalization and improvement of the central business district of Grand Junction, undertaking a diverse spectrum of projects, individually and in collaboration with other agencies, encompassing streetscape and utility improvements, land assemblage for new infill development, support for local business, expansion of parking capacity, wayfinding, and support of the cultural arts. Over the course of its history the DDA's designated district of activity has been repeatedly expanded to broaden the access to capital funding for needed improvements in an area stretching from Grand Avenue to the riverfront, reflecting the expansion of what the community recognizes as the city center.

Extension of the DDA for an additional 20 years will both sustain ongoing efforts and facilitate new initiatives to strengthen investment, tourism, mixed-use infill development, adaptive rehabilitation, housing, transportation improvements and economic vitality in the center city.

Board or Committee Recommendation:

The extension of the DDA for an additional 20-year term has followed the statutory requirements including all necessary ratifications by the DDA Board of Directors.

Financial Impact/Budget:

Tax increment revenues collected over the 20 year period will be pledged by the DDA for the payment of the principal and interest due in connection with bonds, loans, advances and indebtedness of the Authority.

Legal issues:

The Ordinance was prepared in accordance with State law by the City Attorney.

Other issues:

NA

Previously presented or discussed:

NA

Attachments:

Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE EXTENDING THE PERIOD DURING WHICH THE GRAND JUNCTION, COLORADO DOWNTOWN DEVELOPMENT AUTHORITY (DDA) MAY ALLOCATE AND COLLECT A PROPERTY AND SALES TAX INCREMENT TO FUND THE CAPITAL AND OPERATIONS OF THE DDA AS PROVIDED BY LAW

Recitals:

The Grand Junction, Colorado Downtown Development Authority (“the Authority” or “DDA”) has adopted a Plan of Development (“Plan”) for the Authority. The Plan and boundaries were initially approved by the Grand Junction City Council (“the Council”) on December 16, 1981 pursuant to Ordinance ____ and Colorado law.

Since that time, several people and entities owning property near or within the DDA, pursuant to §31-25-822, C.R.S. and Article X of the Authority’s Plan, have petitioned for inclusion within the Authority’s boundaries. The boundaries of the DDA have been expanded by the Council by Ordinance Nos. 2045, 2116, 2382, 2400, 2425, 2470, 2655, 2820, 2830, 2914, 3008, 4305, 4326 and 4395.

During the years since its inception the Authority has engaged in a number of substantial projects including the renovation of the Two Rivers Convention Center, the elimination of slum and blight at and near the corner of 2nd Street and Colorado Avenue, the reconstruction of 7th Street, Colorado Avenue and the hallmark achievement of the renovation of Main Street.

On May 16, 2008 the general assembly passed SB 08-170 amending the Downtown Development Authority act by extending the period of time that a DDA may utilize tax increment financing.

According to the 2008 law the City Council as the governing body for the DDA may, by the passage of an ordinance, extend for 20 years the lawful right of the Authority to allocate and collect property and sales taxes for financing the purposes of the Authority. That process is known as the “TIF Extension.”

Also according to the law on the first day of the TIF Extension the base year for the allocation of property taxes must be advanced by ten years. After that ten year period the base year must be advanced by one year for every addition year of the life of the Authority through the final ten years.

The DDA Board respectfully requests that City Council approve this, the TIF Extension, ordinance. The approval of the ordinance and the consequential funding of the Authority for the next 20 years will allow the Authority to fully implement its statutory objectives and purposes all as more particularly described in the Authority’s Plan of Development. To the extent necessary or required the DDA Board further recommends and requests that the Plan be amended by passage of the ordinance to extend the division of taxes for an additional 20 years as provided by Colorado law.

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

1. The City Council hereby approves a 20 year extension (“TIF Extension”) of the period during which the Grand Junction Downtown Development Authority may allocate and collect property and sales taxes.
2. That the TIF Extension term shall commence in 2012 for the taxes payable in 2013 and thereafter.

3. On the first day of the TIF Extension the base year for the allocation of property taxes must be advanced by ten years.
4. After that ten year period the base year must be advanced by one year for every addition year of the life of the Authority through the final ten years.
5. The City Council hereby finds and determines that the approval of the ordinance will serve a public use; will promote the health, safety, prosperity, security and general welfare of the inhabitants of the City and of its central business district; will halt or prevent the deterioration of property values or structures; will halt or prevent the growth of blighted areas; will assist the City and the Authority in the development and redevelopment of the district and in the overall planning to restore or provide for the continuance of the economic health; and will be of specific benefit to the property included within the Authority and the TIF district.
6. Adoption of this Ordinance does not, shall not and will not provide for or allow or authorize receipt or expenditure of tax increments without requisite statutory and Plan compliance.

INTRODUCED on first reading this 19th day of December and ordered published in pamphlet form.

PASSED and ADOPTED this ____ day of January 2012 and ordered published in pamphlet form.

Attest:

Tom Kenyon
President of the Council

Stephanie Tuin
City Clerk



Date: November 22, 2011

Author: John Shaver

Title/ Phone Ext: City Attorney

Extension: 1506

Proposed Schedule: Monday,

December 19, 2011

2nd Reading (if applicable): NA

**Attach 3
2012 Mesa County Animal Control Services
Agreement**

CITY COUNCIL AGENDA ITEM

Subject: 2012 Mesa County Animal Control Services Agreement
Action Requested/Recommendation: Approve and Authorize the Mayor to Sign the 2012 Agreement between Mesa County and the City of Grand Junction Pertaining to Animal Services
Presenter(s) Name & Title: John Shaver, City Attorney

Executive Summary:

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

Background, Analysis and Options:

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

This year's Agreement is based upon actual service figures and costs that occurred during the County's fiscal year which runs from July 1 through June 30. The actual costs for animal control services during that time period was \$719,098.00. The City's share of that cost is 45.8 %, or \$336,427.00. Payments will be made to the County on a quarterly basis in the amount of \$84,107.00.

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

Goal 12: Being a regional provider of goods and services the City and County will sustain, develop and enhance a healthy, diverse economy.

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

Board or Committee Recommendation:

N/A

Financial Impact/Budget:

The 2012 Police Department proposed budget includes \$336,427.00 for animal control services, the City share of the City-County program.

Legal issues:

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

Other issues:

N/A

Previously presented or discussed:

N/A

Attachments:

2012 Agreement Pertaining to Animal Services

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

The City of Grand Junction, ("City") and Mesa County ("County") have determined that Mesa County shall provide animal services within the City. Those services will be pursuant to the City's home rule powers and under the provisions of §29-1-201, et. seq., C.R.S. as amended. This Agreement, dated _____, 2011, is intended to provide the basis for animal services for the year January 1, 2012 through December 31, 2012.

AGREEMENT

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

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

(3) During the term hereof, the City will pay to the County, Three Hundred Thirty Six Thousand, Four Hundred Twenty-Seven and 00/100, (\$336,427.00). One-fourth of that amount, Eighty Four Thousand, One Hundred Seven and 00/100, (\$84,107.00) shall be paid quarterly. All fines and shelter/impoundment revenues derived from enforcement under this Agreement shall be paid to the County as additional consideration for the services rendered.

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

a. Mesa County's actual expenses for animal services from July 1, 2010 through June 30, 2011, along with 2010 Mesa County OMB Circular A-87 Cost Allocation Plan numbers shall be reduced by actual revenues from July 1, 2010 through June 30, 2011. The resulting amount represents the cost of the overall, combined City-County animal services program. The City and County recognize and acknowledge that the County will occasionally incur capital expenditures related to the County facilities, equipment and/or tooling utilized in providing the services referenced in this Agreement. The only capital expenditures that would be permitted in the formula identified in paragraph (4)c. hereof are capital expenditures that have been agreed to in writing by both the City and County prior to such costs for capital expenditures actually being expended.

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

c. Multiplying the Cost of the Program by the percentage of the workload attributable to enforcement activity within the City yields an amount representing the cost of providing service to the City. The resulting figure is the amount due Mesa County under this Agreement for providing animal control services in 2012.

Listed below is the 2012 calculation:

\$ 719,098.00	personnel expenditures 7/1/10 to 6/30/11
\$ 196,898.00	operating expenditures 7/1/10 through 6/30/11
\$ 185,194.00	2010 Mesa County OMB Circular A-87 Cost Allocation Plan less cost of transition to new facility
\$ 0.00	Capital expenditures
\$ 366,633.00	revenues from 7/1/10 through 6/30/11
\$ 734,557.00	cost of city-county program
X 45.8	City's percentage of Animal Control Responses 7/1/10 through 6/30/11
\$ 336,427.00	contract amount due Mesa County in 2011.
\$ 84,107.00	QUARTERLY PAYMENTS DUE Mesa County. Contract amount divided by four (4) quarterly payments.

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

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

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

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

(9) This Agreement shall terminate upon six months' written notice of intent to terminate, or on December 31, 2012 if the parties to this Agreement enter into a new agreement for the provision of animal control services in the succeeding year as set forth below. Notice to terminate, if issued, shall be sent to the appropriate signatory of this Agreement by certified mail.

(10) It shall be the responsibility of the County to provide the City with a proposed animal services Agreement for 2012 services no later than November 1, 2012. After review of the proposed Agreement will, on or before December 1, 2012, either issue a preliminary acceptance of the proposed Agreement or a written notice of termination of the existing Agreement and a statement of the City's intention not to enter into the proposed Agreement for animal services in the succeeding calendar year.

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

(12) The terms and rates for the six (6) months service continuation period after notice of termination shall be those agreed to by the parties in the 2012 Agreement, unless the six months extends beyond December 31, 2012, in which case the remainder of the six months shall be controlled by the terms and rates of the proposed Agreement, which shall be effective during the service period following December, 2012 until the completion of the six months termination period.

(13) If terms and conditions of the proposed Agreement are not accepted by the parties in the form of a signed written Agreement, on or before December 31, 2012, the provision of animal services to the City shall cease June 30, 2012.

Attest: CITY OF GRAND JUNCTION

City Clerk:

Date: _____

Attest: COUNTY OF MESA

County Clerk:

Date: _____

Mayor:

Date: _____

Board of County Commissioners
Chairperson:

Date: _____



Date: 12/02/2012
 Author: Rich Englehart
 Title/ Phone Ext: Deputy City Manager, ext 1502
 Proposed Schedule: December 19, 2011
 2nd Reading (if applicable):

 File # (if applicable): _____

**Attach 4
 Grand Valley Transit Funding Resolution**

CITY COUNCIL AGENDA ITEM

Subject: Grand Valley Transit Public Funding Resolution
Action Requested/Recommendation: Approve and Authorize the Mayor to Sign the 2012 Resolution between Mesa County, Fruita, Palisade and the City of Grand Junction Pertaining to Public Transit Service
Presenter(s) Name & Title: Rich Englehart, Deputy City Manager

Executive Summary: The City has an ongoing, annually renewable agreement with Grand Valley Transit for public transportation services within Grand Valley Transit boundaries. The City pays the Grand Valley Transit a percentage of the costs based on a formula established in an agreement that dates back to 2009. The Resolution authorizes the Mayor to sign the Resolution adopting the local match funding for the Grand Valley Transit Public Transit Services as approved in the 2012 budget.

Background, Analysis and Options:

The Grand Valley Regional Transportation Committee (GVRTC) was formed by Intergovernmental Agreement by and between Mesa County, the City of Grand Junction, the City of Fruita and the Town of Palisade to develop recommendations for local funding of transit services in the Grand Valley Urban Area.

The original five year agreement expired in 2009 and since that time an annual agreement has been used. Over the few years the amount of the request has been kept at the same level in order to assist the partners during these tough economic conditions. The 2012 request is also being held at the same level as last year for all of the partner agencies.

Federal Transit Administration awards operating and capital assistance to Mesa County on a matching and non-matching basis to assist in the implementation of the adopted Transit Element. In order to remain eligible for Federal Transit Administration funding the GVRTC must develop, approve and implement a local financing structure that includes matching funds.

It continues to be a request from the City Council to the GVRTC for itself and for the local governments and population that it serves to establish a stable, long-term operating and capital financing structure for the transit system. The local officials will

review all possible funding sources and continue towards alternative funding, including but not limited to the creation of a Regional Transportation Authority.

The GVRTC and Mesa County, the City of Grand Junction, the City of Fruita and the Town of Palisade all agree, subject to annual appropriation, to continue funding as established by this Resolution until December 31, 2012 or the implementation of an approximately equal or greater permanent transit system funding source. This years breakdown in local match distribution is as follows:

Local Match Distribution	FY 2012
Mesa County (65%)	\$909,754
Grand Junction (30%)	\$419,885
Fruita (3%)	\$41,989
Palisade (2%)	\$27,993
Total Local Contributions	\$1,399,621

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

Goal 9: Develop a well-balanced transportation system that supports automobile, local transit, pedestrian, bicycle, air, and freight movement while protecting air, water and natural resources.

Policies:

- A. The City and County will work with the Mesa County Regional Transportation Planning Office (RTPO) on maintaining and updating the Regional Transportation Plan, which includes planning for all modes of transportation.
- B. Include in the Regional Transportation Plan detailed identification of future transit corridors to be reserved during development review and consider functional classification in terms of regional travel, area circulation, and local access.

Board or Committee Recommendation:

The GVRTC recommended approval at their regular meeting held in October.

Financial Impact/Budget:

Included in the 2012 Budget.

Legal issues:

None

Other issues:

None

Previously presented or discussed:

N/A

Attachments:

Proposed Resolution



Mesa County:
City of Grand Junction:
City of Fruita:
Town of Palisade:

RESOLUTION

A RESOLUTION CONCERNING THE ADOPTION OF THE LOCAL MATCH FUNDING FOR GRAND VALLEY TRANSIT PUBLIC TRANSIT SERVICES FOR FY2012.

WHEREAS, the Grand Valley Regional Transportation Committee (GVRTC) was formed by Intergovernmental Agreement by and between Mesa County, the City of Grand Junction, the City of Fruita and the Town of Palisade to develop recommendations for local funding of transit services in the Grand Valley Urban Area; and

WHEREAS, in order to accomplish the goals for funding the transit system, a Transit Element setting forth the needs and mechanisms for future funding has been developed and adopted by the GVRTC; and

WHEREAS, the Federal Transit Administration awards operating and capital assistance to Mesa County on a matching and non-matching basis to assist in the implementation of the adopted Transit Element; and

WHEREAS, in order to remain eligible for Federal Transit Administration funding the GVRTC must develop, approve and implement a local financing structure that includes matching funds, which when expended will allow continuation of transit services in accordance with Federal standards; and

WHEREAS, the GVRTC has recommended a financing structure that it believes will provide for the funding needs of the transit system for the FY2012; and

WHEREAS, the GVRTC for itself and for the local governments and population that it serves desires to establish a stable, long-term operating and capital financing structure for the transit system; and

WHEREAS, the adoption of the recommended financing structure for FY 2012 will allow local officials time to review all possible funding sources and to develop and implement alternative funding, including but not limited to the creation of a Regional Transportation Authority; and

WHEREAS, Mesa County, the City of Grand Junction, the City of Fruita and the Town of Palisade have negotiated and agreed on the 2012 funding formula setting forth the funds to be provided by each entity; and

WHEREAS, the GVRTC and Mesa County, the City of Grand Junction, the City of Fruita and the Town of Palisade all agree, subject to annual appropriation, to continue funding as established by this Resolution until December 31, 2012 or the implementation of an approximately equal or greater permanent transit system funding source; and

WHEREAS, the GVRTC has stated that it understands, acknowledges and agrees that local match funding is not permanent funding and that the funding formula and the local match funding commitments as set forth herein will allow for the continued operation of the transit system and those funds are not and shall not be considered to be the approximately equal or greater permanent transit system funding source as set out above;

NOW, THEREFORE, BE IT AGREED AND RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MESA COUNTY, THE GRAND JUNCTION CITY COUNCIL, THE FRUITA CITY COUNCIL AND THE BOARD OF TRUSTEES OF THE TOWN OF PALISADE THAT THE LOCAL MATCH FUNDING FOR FY 2012 SHALL BE ESTABLISHED IN ACCORDANCE WITH THE FOREGOING RECITALS AND THE FUNDING FORMULA SET FORTH HEREIN BELOW:

Local Match Distribution	FY 2012
Mesa County (65%)	\$909,754
Grand Junction (30%)	\$419,885
Fruita (3%)	\$41,989
Palisade (2%)	\$27,993
Total Local Contributions	\$1,399,621

MESA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Janet Rowland, Chair

ATTEST:

Sheila Reiner, Clerk & Recorder

GRAND JUNCTION CITY COUNCIL

By: _____
Tom Kenyon, Mayor

ATTEST:

Stephanie Tuin, City Clerk

FRUITA CITY COUNCIL

By: _____
Ken Henry, Mayor

ATTEST:

Margaret Steelman, City Clerk

TOWN OF PALISADE BOARD OF TRUSTEES

By: Roger L. Granat
Roger L. Granat, Mayor

ATTEST:

Carolyn Speakman
Carolyn Speakman, Town Clerk



Date: November 22, 2011
 Author: Barbara Bowman
 Title/ Phone Ext: 256-4051
 Proposed Schedule: December
19, 2011
 2nd Reading
 (if applicable):
 File # (if applicable):

**Attach 5
 Advertising Services Contract Renewal for VCB**

CITY COUNCIL AGENDA ITEM

Subject: Advertising Services Contract Renewal for Visitor and Convention Bureau
Action Requested/Recommendation: Authorize the City Manager to Execute a Contract with CCT Advertising in the Amount of \$375,000 for Advertising Services for the Period January 1, 2012 – December 31, 2012.
Presenter(s) Name & Title: Barbara Bowman, VCB Division Manager

Executive Summary:

This is the second year of a three-year contract originally approved by Council on September 13, 2010 that resulted from an RFQ/RFP issued in 2010. The contract for advertising services is renewed annually in conjunction with adoption of the City’s annual budget and development of the VCB’s Marketing Plan for the upcoming year. VCB staff is requesting approval by Council of the 2012 Contract with CCT Advertising for advertising services.

Background, Analysis and Options:

A Request for Qualifications was issued in May of 2010 and 16 responsive and responsible statements were received. Those responses were evaluated by representatives from the VCB Board, VCB Staff and Purchasing. Using established criteria, the evaluation team narrowed the list to four finalists who were invited to give oral presentations to the Board and staff. (One of the finalists rescinded their offer and did not present.) CCT Advertising was determined to be the best choice for the VCB and they were awarded a three-year annually renewable contract, beginning January 1, 2011. A new Request for Qualifications will be issued in 2013.

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

Goal 4: Support the continued development of the downtown area of the City Center into a vibrant and growing area with jobs, housing and tourist attractions.

The Downtown area and Art on the Corner are featured in the VCB’s marketing efforts. Downtown/Main Street consistently ranks in the top three visitor attractions, which brings increased traffic and visitor spending to downtown businesses.

Goal 12: Being a regional provider of goods and services the City and County will sustain, develop and enhance a healthy, diverse economy.

A 2004 economic impact study identified tourism as Mesa County's #1 basic industry. A strong marketing program is vital to maintain market share and continue to have a positive economic impact by bringing visitor dollars into the local economy.

Board or Committee Recommendation:

At the regular month meeting November 8, 2011, the VCB Board of Directors voted unanimously to recommend this contract award for 2012.

Financial Impact/Budget:

\$375,000 is budgeted for 2012

Legal issues:

Other issues:

Previously presented or discussed:

N/A

Attachments:

Draft contract

AGREEMENT
BETWEEN THE CITY OF GRAND JUNCTION
AND CAMERON, CHRISTOPHER THOMAS ADVERTISING, INC.

This agreement ("Agreement") is made and entered into by and between Cameron, Christopher Thomas Advertising, Inc. (DBA CCT Advertising), a Colorado corporation ("Agency") and the City of Grand Junction, a Colorado municipal corporation ("City").

The City hereby appoints Agency as its advertising agency, and Agency hereby agrees to serve as advertising agency for the City, in accordance with and subject to the following terms and conditions.

For purposes of this Agreement, the City's representative will be the Director of Economic, Convention and Visitor Services who will provide the Agency, as appropriate, with required approvals and/or modifications to the Marketing Plan.

The parties agree as follows:

1. Agreement:

This Agreement incorporates the Request for Proposal (Statement of Qualification No. SOQ-3222-10-SH) and Agency's 2012 Marketing Plan by this reference. The Marketing Plan provides the scope of work to be performed by the Agency and serves as the basis for formation of an Agreement between the Parties. The Parties expressly agree that the Agreement may be modified by the City at any time during its term without penalty.

The total contract sum for 2012 shall not exceed \$375,000.00. The Parties further agree that the City may modify, amend or limit the Marketing Plan and its expenditures thereunder, within the aforementioned limits, as it may determine in its sole and absolute discretion, without penalty or recourse and subject to the terms of the balance of the Agreement, including, without limitation, paragraphs 11 & 13.

2. Governing Law:

The Agreement will be governed by the laws of the State of Colorado. Venue for any action arising out of or occurring under the Agreement or the performance or non-performance thereof, will be in Mesa County, Colorado.

3. Term:

The contract term is one year, from January 1, 2012, through December 31, 2012. The contract may be renewed for a period of one year by written agreement of the parties, for up to two additional one-year terms. A new Request for Proposal may be issued by the City in 2013. The Agency is and shall be allowed to respond to that Request for Proposal.

4. Compensation for Agency Services:

a. Production cost estimates shall be provided to the City for consideration and approval in advance of production. No project(s) shall proceed to production without written City approval thereof.

b. Any modifications or changes in the cost of any project over and above the cost estimate shown in the Marketing Plan shall be communicated to the City, in advance of production, and shall not be invoiced until approved by the City.

c. Agency shall submit to the City written cost estimates of anticipated costs for any and all expenditures over \$500.00. Schedules and cost estimates submitted shall be approved or denied by the City without unreasonable delay. The City's authorization of an expenditure or estimate shall be considered authorization to the Agency to incur liabilities contemplated thereby. Agency shall not proceed or otherwise incur any liability on the City's behalf without the City's approval pursuant to this paragraph.

d. Agency shall bill monthly, but no more often than two times per month at regular intervals, for all Agency time spent on services for the City.

e. Invoices shall reflect the cost for each designated project.

f. All production will be billed to the City as work in process.

g. Media will be billed at net cost to the City.

h. Out-of-pocket expenses such as shipping, postage, long distance telephone and travel expenses (excluding travel for account servicing to Grand Junction) incurred by the Agency for work performed hereunder will be billed for reimbursement. Travel expenses shall be pre-approved by the City prior to being incurred.

i. Out-of-pocket expenses for typography, photography, illustration, broadcast production, printing and similar services shall be estimated for the City's consideration and approval before they are incurred. If approved, and with approval from the City, out-of-pocket expenses will be billed at the Agency's cost without markup. Any and all fees for services rendered by a subcontractor to the Agency, as well as the attendant expenses, will be billed through to the Agency, and the Agency will be paid by the City at cost to the Agency without markup.

j. A retainer of \$3,800.00 per month will be paid to cover account services by the Agency, which include, but are not limited to:

(1) Attendance at the Visitor & Convention Bureau Board of Director ("Board") regular monthly meetings, as requested by the City (not less than 6 times per year);

(2) Attendance at the annual Board retreat; and

(3) Account review/planning meetings with the City, including bi-monthly team meetings with the City's website contractor.

k. The total annual expenditures for work performed and services rendered under this contract shall not exceed \$375,000.00 (“contract price”). Any and all amounts incurred or expended by the Agency in excess of that sum will be deemed outside of this Agreement and the City shall have no liability therefore. The City may request the Agency for additional work or services that are not included in this contract, for which the Agency will be compensated separately / outside the contract price.

l. Payment for invoices shall be due thirty (30) days from invoice date, except in such instances when specific outside suppliers require cash advances to reserve time or materials, in which case the City will be responsible for advancing the Agency funds to meet such supplier needs.

m. Interest of 1½% per month will be charged on all overdue balances.

5. Prime Contractor Responsibilities:

The Agency will assume all responsibility for the performance of all required services, whether or not subcontractors are involved. The City will consider the Agency to be the primary point of contact with regard to all services provided pursuant to or under this Agreement and will not maintain contracts with any subcontractor of the Agency without Agency approval. The Agency will specify in advance the sub-contractors they intend to use and what their functions will be. The City retains the right to inspect any phase and/or any part of the Agency's work pursuant to or under this Agreement, whether on a continuing or a spot-check basis, including visits to the Agency's contractors or subcontractors.

6. Non-discrimination:

The Agency shall comply with all applicable City, State and Federal laws, rules and regulations including but not limited to those involving non-discrimination on the basis of race, color, religion, national origin, age, sex or handicap.

7. Assignment:

The Agency is prohibited from assigning, transferring, conveying, subletting or otherwise alienating this Agreement, or its rights, title or interest therein, or its power to execute such agreement to any other person, company, corporation or entity without the previous written approval of the City.

8. Benefit:

This Agreement is for the benefit of the Agency and the City and not for the benefit of any third party or person.

9. Compliance with the Law:

The Agency agrees to comply with all applicable Federal, State and local laws, rules and regulations in its performance hereunder.

10. Covenant against Contingent Fees:

The Agency warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Agency) to solicit or secure this Agreement and that it has not paid or agreed to pay any person or entity (other than a bona fide employee working solely for the Agency) any fee, commission, percentage, brokerage fee, gift or other consideration on a basis that is contingent upon the award of this Agreement. For a breach or violation of this warranty, the City shall have the right to annul the Agreement without liability or, in its discretion, to deduct from the contract price, the full amount of such commission, percentage, brokerage or contingent fee.

11. Termination:

The City may terminate this Agreement for convenience at any time, without penalty, upon thirty (30) days' written notice to the Agency. If the City terminates for convenience, the Agency shall be entitled to compensation only for binding commitments made in connection with the production of advertising or marketing materials or services for the City which are not otherwise usable by the Agency.

The City reserves the right to immediately terminate this Agreement for cause. The following, without limitation, shall constitute cause for immediate termination by the City:

- a. If the Agency furnished any statement, representation, warranty or certification in connection with the Request for Proposal or the resultant Agreement which is materially false, deceptive, incorrect or incomplete;
- b. If the Agency fails to perform to the City's satisfaction any material requirement of the Agreement or is in violation of any specific contractual provision;
- c. If the City determines satisfactory performance of the Agreement is substantially endangered or can reasonably anticipate such an occurrence of default.

In the event of a termination for cause, the City shall reimburse the Agency for its actual costs or contract debts resulting from the Agency's scope of services to date, and the City reserves the right to reassign the Agreement to another Agency without re-bidding.

The parties expressly acknowledge and agree that this Agreement is subject to termination if the City shall enact a statute, ordinance, law, rule or regulation which removes its authority or ability to engage in such activities, or if funds are not available from the lodging tax for the purposes of this Agreement.

In the event of termination, the Agency shall furnish, upon the City's request, copies of all materials related to its performance hereunder, whether finished or in preparation at the time of termination. Any materials for which the Agency is or has been reimbursed by the City shall become the property of the City. "Materials" hereunder shall include, without limitation, accepted proposals, specifications, procedures, systems, photographs, copy, videos and/or other recordings, and all contents of web sites or pages created hereunder, except that unused or unpublished

advertising created by the Agency shall remain the property of the Agency, even if the physical embodiment of the creative work is in the City's possession in the form of copy, artwork, plates, film or video tape. Materials shall be furnished without cost to the City, except for agency time to download and prepare CDs at agreed upon hourly rate, not to exceed \$2,500.00, in the form they were or are created and/or used, such that any electronic data will be furnished in readable and writable/usable electronic form.

12. Patents and Copyrights:

The Agency shall indemnify the City and hold it harmless from any and all claims that the method of advertising and communications for the City and/or the preparation thereof infringe upon rights under any existing, valid United States patent or any valid copyright and/or trademark currently registered as such under the laws of the United States.

13. Amendments:

This Agreement may not be modified, amended, extended or augmented except by a writing executed by the parties hereto with the same formality as this Agreement, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

14. Accounting Records:

The Agency shall be required to maintain financial and accounting records and any evidence pertaining to the Agreement and expenditures thereunder and/or performance thereof in accordance with generally accepted accounting principles and other procedures specified by the City. These records must be made available at all reasonable times to the City, and its designees, including but not limited to, the City Auditor and/or the Director of Economic, Convention and Visitor Services, during the Agreement period and any extension thereof and for three (3) years from the date of final payment under the Agreement or any extension thereof.

15. Other Services Not Covered:

Should the Agency be called upon to perform any services not listed above and on which it is not allowed a commission, both parties will negotiate in advance the service charge or fee to be charged.

16. The City shall be responsible for the accuracy, completeness, propriety and truth of all information it furnishes or causes to be furnished to the Agency in connection with Agency's performance under this agreement. Unless the damage or injury is due to the negligent or purposeful act or failure to act by the Agency, City shall indemnify and hold the Agency harmless from all claims, costs, loss or liability, including reasonable attorney's fees, resulting from City's failure to fulfill its obligations under this Agreement.

17. All original advertising material or specific rights to material created or negotiated for or on behalf of City, such as copy, photography, illustration, artists' layouts or design sketches and storyboards, become the property of the City once the City has paid for them. The Agency will act on behalf of the City to negotiate appropriate "buy-outs" or usage rights on voice-over or "talent"

usage, photography and illustration; however, certain materials and usage rights provided to the Agency by outside suppliers will remain the property of that supplier in accordance with general trade practices. This may include, but is not limited to, long-term photography usage rights, talent usage rights, photographic negatives, and film/tape masters or originals.

18. This Agreement may be executed by separate counterpart and when fully executed and taken together shall constitute a contract.

Agreed by:

CITY OF GRAND JUNCTION

CAMERON, CHRISTOPHER THOMAS
ADVERTISING, INC.

By: _____
Laurie Kadrich, City Manager

By: _____
Christopher Clemens, President

Date

Date

Attest:

Stephanie Tuin, City Clerk

Date



Date: November 22, 2011

Author: Barbara Bowman

Title/ Phone Ext: Division
Manager, 256-4051

Proposed Schedule: December
19, 2011

2nd Reading

(if applicable): _____

**Attach 6
Website Services Contract Renewal for VCB**

CITY COUNCIL AGENDA ITEM

Subject: Website Services Contract Renewal for Visitor and Convention Bureau
Action Requested/Recommendation: Authorize the City Manager to Execute a Contract with Miles Media Group in the amount of \$125,000 for Website Services for the Period January 1, 2012 – December 31, 2012.
Presenter(s) Name & Title: Barbara Bowman, VCB Division Manager

Executive Summary:

This is the second year of a three-year contract originally approved by Council on September 13, 2010 that resulted from a Request for Qualifications (RFQ) issued in 2010. The contract for website services is renewed annually in conjunction with adoption of the City’s annual budget and development of the VCB’s Marketing Plan for the upcoming year. VCB staff is requesting approval by Council of the 2012 Contract with Miles Media Group for website services.

Background, Analysis and Options:

A Request for Qualifications was issued in May of 2010 and 12 responsive and responsible statements were received. Those responses were evaluated by representatives from the VCB Board, VCB Staff and Purchasing. Using established criteria, the evaluation team narrowed the list to four finalists who were invited to give oral presentations to the Board and staff. (One of the finalists rescinded their offer and did not present.) Miles Media Group was determined to be the best choice for the VCB and they were awarded a three-year annually renewable contract, beginning January 1, 2011. A new Request for Qualifications will be issued in 2013.

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

Goal 4: Support the continued development of the downtown area of the City Center into a vibrant and growing area with jobs, housing and tourist attractions.

The Downtown area and Art on the Corner are featured in the VCB’s marketing efforts. Downtown/Main Street consistently ranks in the top three visitor attractions, which brings increased traffic and visitor spending to downtown businesses.

Goal 12: Being a regional provider of goods and services the City and County will sustain, develop and enhance a healthy, diverse economy.

The VCB has been successful in converting website users to actual visitors. In a 2010 survey, over 50% of individuals who visited the site and inquired about a vacation experience visited Grand Junction during that year, resulting in a positive economic impact on the local community.

Board or Committee Recommendation:

At the regular month meeting November 8, 2011, the VCB Board of Directors voted unanimously to recommend this contract award for 2012.

Financial Impact/Budget:

\$125,000 is budgeted for 2012

Legal issues:

The City Attorney has reviewed the contract.

Other issues:

Previously presented or discussed:

N/A

Attachments:

Draft Contract

AGREEMENT

This Agreement ("Agreement") is made and entered into by and between Miles Media Group LLLP, a Delaware Limited Liability Limited Partnership ("Agency"), and the City of Grand Junction ("City") for Internet marketing services for the City's Visitor and Convention Bureau ("GJVCB").

Services rendered under this Agreement are for the primary purpose of promoting Grand Junction, Colorado as a visitor destination through website marketing.

The parties hereto agree as follows:

1. Contract

This Agreement incorporates the Request for Proposal (Statement of Qualification No. SOQ-3222-10-SH the Agency's 2012 Marketing Plan, and the Scope of Work set forth in Attachment 1 by this reference as if fully set forth herein. The Agreement may be modified by the City at any time during its term without penalty.

Total compensation for services for the year 2012 shall not exceed \$125,000.00. Amounts incurred or expended by the Agency in excess of this sum will be deemed outside the contract and the City shall have no liability for the same.

Cost break down is contained in Attachment 1 hereto, which is incorporated by this reference as if fully set forth herein.

The City may modify, amend or limit the services provided by the Agency and the expenditures of the City for such services within the limits referenced herein as it may in its sole and absolute discretion determine without penalty or recourse and subject to the terms of the balance of the Agreement.

2. Governing Law

This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising out of or occurring under this Agreement or the performance or non-performance thereof will be in Mesa County, Colorado.

3. Term

This Agreement shall be for a term of one year, from January 1, 2012 through December 31, 2012. A new Request for Proposal may be issued by the City in 2013. Agency is and shall be allowed to respond to that request for proposal.

4. Compensation for Agency Services

- a. For all work, Agency shall be paid monthly for work completed.

b. For all expenditures by Agency on behalf of GJVCB, Agency shall estimate expenditures in advance. Written cost estimates of anticipated costs for any expenditure over \$500.00 must be approved in writing by the GJVCB in advance.

c. For adaptation of Agency's existing products, Agency shall submit to GJVCB a description of the product and adaptation for GJVCB together with a proposed fixed-fee prior to the start of work. Work shall commence only upon GJVCB's prior written approval.

d. New developments shall be made only upon GJVCB request or with GJVCB pre-approval. Prior to commencement of new development, Agency shall submit a Scope of Work including the details of the deliverables, materials needed, timeline and pricing. Before any work on the new development begins, Agency shall obtain written approval of the Scope of Work, including pricing. Adjustments to Scope of Work may be made only with prior written approval by GJVCB.

e. For new developments, City shall be billed only upon completion of work, and at Agency's standard rates, as follows:

Consulting/Design/Editorial Services	\$125.00/hour
Maintenance Response	\$100.00/hour
Programming/Development	\$125.00/hour

5. Agency Responsibilities / Scope of Work

Agency agrees to provide web site marketing, design, customization and technical services. The Agency agrees to host and to maintain the City's website and to provide all hardware, software, telecommunications and other facilities associated with hosting and maintaining this website.

The Agency shall keep the server(s) up and running continually twenty-four (24) hours per day, seven (7) days a week, fifty-two (52) weeks.

Agency shall be responsible for the ongoing operation of the website, including maintenance and development of site enhancements. Included in these responsibilities are the following:

- (1) Hardware/software maintenance
- (2) Email marketing program database management
- (3) Development of new features
- (4) Creation and management of site content, including original content
- (5) Monthly reporting on Internet usage
- (6) Account management.

The above list is not intended to be limiting or to delineate all the Agency's responsibilities.

The Agency agrees to provide, maintain and update as directed by the City all art production and information content on the City's website.

Agency agrees to provide the City access to every part of the City's website, including but not limited to the "back-end," for updating and maintaining content.

Agency shall perform all other services set forth in the 2011 Marketing Plan, and the Scope of Work described in Attachment 1, which is incorporated herein by this reference as if fully set forth.

Under the specific direction of the GJVCB director and/or specifically designated representative, the Agency shall identify target audiences for marketing campaigns and provide consultation and analysis for web site design and marketing research.

Agency shall collaborate, cooperate and coordinate with GJVCB's advertising contractor with respect to promotions, events and related services to optimize the advertising impact.

Agency shall provide analysis, recommend plans, negotiate agreements and perform other tasks necessary to support sponsorships, events or promotions for the GJVCB.

Agency shall maintain financial accounting records and documentation of contract expenditures in accordance with generally accepted accounting principles and other procedures as specified by the City.

Agency shall verify online media purchases as directed by GJVCB director or specifically designated representative.

Agency shall specify to GJVCB in advance any sub-contractors it intends to use for services under this Agreement and the functions each sub-contractor(s) will perform. Agency shall be responsible for the performance of all required services whether or not subcontractors are used. The Agency shall be the sole prime point of contact with regard to all matters under this Agreement.

Agency shall attend not less than six (6) GJVCB Board of Director ("Board") regular monthly meetings, as requested by the City; the Board's annual planning retreat; and bi-monthly team meetings with the GJVCB's advertising contractor.

Agency shall periodically provide GJVCB with analyses of website usage and recommend specific measures to increase website usage and database expansion.

6. Non-discrimination

The Agency shall comply with all applicable City, State and Federal laws, rules and regulations including but not limited to those involving non-discrimination on the basis of race, color, religion, national origin, age, sex or handicap.

7. Assignment

The Agency is prohibited from assigning, transferring, conveying, subletting or otherwise alienating this Agreement or its rights or obligations thereunder or interest

therein, or its power to execute such Agreement, to any other person, company, corporation or entity without the previous written approval of the City.

8. Third Party Beneficiaries

This Agreement is for the benefit of the Agency and City and not for the benefit of any third party or person.

9. Legal Compliance

The Agency shall comply with all applicable Federal, State and local laws, rules and regulations in its performance hereunder.

10. Covenant Against Contingent Fees

The Agency warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Agency) to solicit or secure this contract and that it has not paid or agreed to pay any person or entity (other than a bona fide employee working solely for the Agency) any fee, commission, percentage, brokerage fee, gift or other consideration on a basis that is contingent upon the award of this contract. For a breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the contract price the full amount of such commission, percentage, brokerage or contingent fee.

11. Termination

The City may terminate this Agreement for convenience at any time, without penalty, upon thirty (30) days' written notice to the Agency. If the City terminates for convenience, the Agency shall be entitled to compensation only for binding commitments made in connection with the Agency's website marketing services under this Agreement.

The City reserves the right to immediately terminate this Agreement for cause. The following, without limitation, shall constitute cause for immediate termination by the City:

- a. If the Agency furnishes any statement, representation, warranty or certification in connection with the Request for Proposal or the resultant contract which is materially false, deceptive, incorrect or incomplete;
- b. If the Agency fails to perform to the City's satisfaction any material requirement of this Agreement or violates any specific contractual provision;
- c. If the City determines it is a substantial likelihood that the Agency will not be in a position to or be able to satisfactorily perform its obligations under this Agreement or reasonably anticipates a default by the Agency;
- d. If the Agency knowingly makes any false representation to third parties or in connection with its marketing services under this Agreement.

In the event of a termination for cause, the City shall reimburse the Agency for its actual costs or contract debts resulting from the Agency's scope of services up to the date of the

termination, and the City reserves the right to reassign the contract to another agency or entity without re-bidding.

The parties expressly acknowledge and agree that this Agreement is subject to termination if the City enacts a statute, ordinance, law, rule or regulation which removes the City's or the GJVCB's authority or ability to engage in activities hereunder or if funds are not available from the lodging tax or otherwise appropriated for the services which are the subject of this Agreement.

In the event of termination, the Agency shall furnish, upon the City's request, copies of all materials related to its performance hereunder, whether finished or in preparation at the time of termination. Any materials for which the Agency is or has been reimbursed by the City shall become the property of the City. "Materials" hereunder shall include, without limitation, proposals, specifications, procedures, systems, photographs, copy, videos, recordings, and all contents of web sites or pages created here. Materials shall be furnished to the City in the form they were created, developed and/or used, whether electronic or in hard copy, without cost to the City, except for Agency time to download and prepare CDs at an agreed upon hourly rate, with total costs not to exceed \$2,500.00. Electronic materials shall be furnished in readable and writeable/usable electronic form.

12. Patents and Copyrights

The Agency shall indemnify and hold harmless the City from any and all claims that the method of advertising and communications for the City and/or the preparation thereof infringe upon rights under any existing, valid United States patent or any valid copyright and/or trademark currently registered as such under the laws of the United States.

13. Contract Amendments

This Agreement may not be modified, amended, extended or augmented except by a writing executed by the parties hereto with the same formality as this Agreement, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

14. Accounting Records

The Agency shall be required to maintain financial and accounting records and any and all documents pertaining to this Agreement, expenditures/receipts hereunder, and performance hereunder. Such records shall be maintained by the Agency in accordance with generally accepted accounting principles and other procedures specified by the City. These records must be made available at all reasonable times to the City, and/or its designees, including but not limited to, the City Auditor and/or the

Executive Director of the GJVCB, during the contract period and during any extension thereof and for three (3) years from the date of final payment under this Agreement or any extension thereof.

15. Other Services Not Covered

Should the Agency be called upon to perform any services not listed or described herein, and upon which it is not allowed a commission, both parties will negotiate in advance the service charge or fee to be charged.

16. Accuracy of Information

The City shall be responsible for the accuracy, completeness, propriety and truth of all information it furnishes or causes to be furnished to the Agency for purposes of obtaining Agency's services under this Agreement, and shall indemnify and hold harmless the Agency from all claims, costs, loss or liability, including reasonable attorneys' fees, resulting from or alleged to result from inaccuracy, incompleteness, impropriety or falsity of such information, unless the damage or injury is due to the negligent or purposeful act or failure to act by the Agency.

17. Ownership of Materials/Rights

All original advertising material or specific rights to material created or negotiated for by the Agency on behalf of the City, including but not limited to copy, photography, illustration, artists' layouts, design sketches or storyboards, shall be the property of the Agency until paid for by the City, and then shall become the property of the City.

18. Execution by Counterpart

This Agreement may be executed by separate counterpart and such counterparts when fully executed and taken together shall constitute a contract.

CITY OF GRAND JUNCTION

By: Laurie Kadrach, City Manager

_____ Date

Attest:

Stephanie Tuin, City Clerk

_____ Date

MILES MEDIA GROUP, LLLP

By: David Burgess
Chief Operating Officer

_____ Date

Grand Junction

2012 Budget

	Month	Year
Site Hosting	\$850	\$9,200
Includes: hosting on load balanced servers, bandwidth, daily backups, DNS, weather data feed and server management in Tier 1 secure hosting facility. 2012 charges include cost for Google map credits.		
Maintenance & Strategic Services Retainer	\$1,200	\$14,400
Includes: Day to Day general contact management via email or phone with Miles Media, maintenance, copy changes, photo updates, typo fixes and other small maintenance items. Strategic services and consulting retainer for use at any time by the VCB..		
Advanced Web Analytics		\$8,500
Advanced analytics via Unica's Net Insight tool – includes implementation of tool, monthly analysis report by our web analyst team and three hours per month to make small adjustments to the site as dictated by the analysis.		
E-Zine Content, Delivery & Reporting		\$12,750
Includes: Content for six promotional emails and construction of HTML shell for email for each mailing, complete testing via our SLP (SPAM, Legibility and Proofing) process, list maintenance, per email deployment fees, email deployment and performance reporting per email sent.		
Website Content Management System and Design		\$80,150
Includes: Content for six promotional emails and construction of HTML shell for email for each mailing, complete testing via our SLP (SPAM, Legibility and Proofing) process, list maintenance, per email deployment fees, email deployment and performance reporting per email sent.		
		\$125,000



Date: December 8, 2011
 Author: Lori V. Bowers
 Title/ Phone Ext: Senior Planner / 4033
 Proposed Schedule: December 19, 2011

 2nd Reading (if applicable): N/A
 File # (if applicable): RVP-2011-1143

**Attach 7
 KnowMoore Revocable Permit, Located at 806
 and 814 Winters Avenue**

CITY COUNCIL AGENDA ITEM

Subject: KnowMoore Revocable Permit, Located at 806 and 814 Winters Avenue
Action Requested/Recommendation: Adopt a Resolution Granting a Revocable Permit to KnowMoore LLC to Allow the Existing Fencing to Remain in the Rights-of-Way of the West Side of the Future 8 th Street Right-of-Way and on the North/South Alley Right-of-Way, and Require Mesh Screening to be Installed for Additional Screening Purposes.
Presenter(s) Name & Title: Lori V. Bowers, Senior Planner

Executive Summary:

KnowMoore LLC (“KM”) is requesting a Revocable Permit for a fence in the right-of-way for their business located on two adjacent lots, addressed as 806 and 814 Winters Avenue. One side of the encroachment is approximately 5.50 feet in the future 8th Street ROW (west side of subject parcels) and 7.5 feet in the N/S alley ROW, on the east side of the subject parcels. There are no encroachments on the north side or the south side of the property. The front setback of 15’ has been maintained. The lots are 125 feet deep.

Background, Analysis and Options:

In February 2006, KnowMoore, LLC purchased the subject properties addressed as 806 and 814 Winters Avenue. In September 2006, the applicant obtained a fence permit from the City and hired High Desert Surveying to provide an Improvement Location Survey. In October the installation of the fence began. The fence was completed in November 2006.

On August 26, 2011 the first violation was issued to the owner noting that the fence on the east boundary is 7’ 1” off the property line and reduces to 7’ 0” off property line moving in the south to north direction. The fence line on the west boundary is 4’ 8” off the property line and expands to 5’ 0” off property in the south to north direction. The fence lines on the north and south boundaries are not in violation.

The applicant provides that in 2006, KM hired a small fencing company to install a chain link fence around the properties. The boundaries were identified and shown to the fencing company. The fence construction was completed on November 11, 2006. At that time the applicant states that a City inspection was done and the applicant was provided a verbal approval of the fence installation. The applicant has used the property as outside storage since that date.

After receiving the notice of violation, the applicant contacted Dan Shepard, City Code Enforcement Officer, to dispute the claim. Officer Shepard had the property boundaries verified and all parties agreed that a violation does exist. It is the applicant's assertion that he is unable to obtain information as to how the fence erection error occurred as he has made several attempts to contact the fence company. They apparently have gone out of business and no forwarding numbers could be found.

The fence has been in place for five years with no reported problems from neighbors, surrounding businesses, community members or traveling public. The City right-of-way to the east of the property, an unimproved alley, which has no access (curb cut) from Winters Avenue, as a 5 ½ inch vertical curb runs across the access point. The same is true for the future 8th Street unimproved right-of-way; no curb cut exists in this area either.

Further review of the property shows that a request to vacate the North/South alley right-of-way in 2007 was denied. If it had been vacated it would require traffic circulation in the East/West alley to either pull into the alley and back out, or vice versa, thus hindering traffic circulation for the East/West alley. There was no mention at that time of the fence being installed in the alley right-of-way.

Another application for the subject property was a Site Design Exception, (SDE-2007-050) to use vacant property for outdoor storage with reduced landscaping requirements in an I-1 zone district. The approval was granted contingent upon the KnowMoore, LLC providing screening and landscaping along the Winters Avenue frontage. The landscaping rock was provided per the approved plan but the junipers that were to be installed were either not provided or they did not live. Should the Revocable Permit be granted, it is recommended that mesh screening be provided to the fence to help screen the property since maintaining live plant materials has been a challenge.

The applicant wishes to thank the City Council for their time and consideration of their request, stating: "KnowMoore, LLC understands that a Revocable Permit will allow the fence line to remain in its current configuration (just as it has been for the past five years). KnowMoore also understands that if any valid conflict arises between the fences current location and City needs, that the fence must be moved at that time. Based on the fact that the fence has been in place for five full years; no public complaint has been received about the fences location; and the physical areas in violation offer no short term or long term use to any member of the surrounding area or any member of the community, Know Moore, LLC asks that this Revocable Permit be granted."

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

Goal 4: Support the continued development of the downtown area of the City Center into a vibrant and growing area with jobs, housing and tourist attractions.

The applicant states in his general project report that he employs over 130 people, an indicator that he is a viable benefit to the community. His business uses the subject parcels as a storage yard, which is located in the lower downtown area. His position is that in this economy it would be a serious financial hardship to replace the fencing on the property line.

Board or Committee Recommendation:

N/A

Financial Impact/Budget:

N/A

Legal issues:

N/A

Other issues:

N/A

Previously presented or discussed:

No

Attachments:

1. Staff report/Background information
2. Site Location Map / Aerial Photo Map
3. Comprehensive Plan Map / City Zoning Map
4. Resolution w/ Exhibit "A"
5. Revocable Permit w/Exhibit "A"
6. Agreement.

BACKGROUND INFORMATION			
Location:		806 and 814 Winters Avenue	
Applicant:		Kirk Knowles for KnowMoore LLC	
Existing Land Use:		Storage yard	
Proposed Land Use:		Storage yard	
Surrounding Land Use:	North	Castings Inc. Manufacturing	
	South	Electrical Business	
	East	Westcott Holdings Manufacturing	
	West	Latin Anglo Alliance Building	
Existing Zoning:		I-1 (Light Industrial)	
Proposed Zoning:		I-1 (Light Industrial)	
Surrounding Zoning:	North	I-2 (General Industrial)	
	South	I-1 (Light Industrial)	
	East	I-1 (Light Industrial)	
	West	I-1 (Light Industrial)	
Future Land Use Designation:		Commercial / Industrial	
Zoning within density range?	X	Yes	No

Section 21.02.180 of the Grand Junction Municipal Code:

Requests for a revocable permit must demonstrate compliance with all of the following criteria:

- a. There will be benefits derived by the community or area by granting the proposed revocable permit.

Applicant's Response: "There are no actual benefits to the community or surrounding area. However, there are huge benefits in savings and unnecessary expenditures in time, man power and material to the local business that has operated on this property for over five years. In today's economic environment, the fiscal impact of moving this fence would be a huge hit on the Company's ability to maintain continued operation for it and it's 130 plus employees. Seriously, we are struggling to maintain our base of operation and payroll requirements. This violation hit us with complete surprise and innocence. We honestly did not know that our fence was in violation of City ordinances or property lines."

- b. There is a community need for the private development use proposed for the City property.

Applicant's Response: "The development has already occurred. The true criteria question in this case is: Will the community have continued benefit if this development is allowed to remain in place? The answer to this is "yes". The fact that our company

employs over 130 people (our payroll department cut 134 pay checks this week), is clear indicator that we are a viable benefit to this community. This was an honest mistake. I do not even know how it happened. But, it has been there for five years and nobody has noticed or said anything.”

- c. The City property is suitable for the proposed uses and no other uses or conflicting uses are anticipated for the property.

Applicant’s Response: “This is a great use for this particular piece of property for many reasons. One – further development of the property is limited due to access. The alley to the North of the property is a dead end into the adjoining property to our East; the alley to the East of the property is a dead end at the end of the properties fence line; Winters Avenue is to the property’s South and the area West of the property can [not] be developed due to the Storm Sewer line that exists there. Even if the City wanted to extend 8th Street to the alley, this development would miss our fence line by 20 to 30 feet. Two – five years worth of history shows that this property is in line with our business use (with no complaints from any neighbors or community members). Three – the property use is in line with City zoning requirements.”

- d. The proposed use shall be compatible with the adjacent land uses.

Applicant’s Response: (Applicant did not respond directly to this criterion. It is Staff’s opinion that the fencing is compatible with the adjacent land uses).

- e. The proposed use shall not negatively impact access, traffic circulation, neighborhood stability or character, sensitive areas such as floodplains or natural hazard areas.

Applicant’s Response: “We can show that over the past five years there have been no impacts to any access, traffic circulation, neighborhood stability or character, sensitive areas or hazard areas. If there were any problems in any of these areas they would have surfaced over the five years that our fence has been up. History shows that there will be no negative impacts.”

- f. The proposed use is in conformance with and in furtherance of the implementation of the goals, objectives and policies of the Comprehensive Plan, other adopted plans and the policies, intents and requirements of this Code and other City policies.

Applicant’s Response: “I am not aware of any current or future conformance issues that are set forth in this area. I am aware that the City wants fence screening put up as soon as possible and I do not think this will be an issue.”

- g. The application complies with the submittal requirements as set forth in the Section 127 of the City Charter, Section 21.02.180 of the Zoning and Development Code and the SSID Manual.

Applicant's Response: "I have prepared this application based on the guidance of Lori Bowers, Senior Planner. Any errors or omissions in this application will be corrected upon discovery."

FINDINGS OF FACT/CONCLUSIONS/CONDITIONS

After reviewing the KnowMoore Revocable Permit application, file number RVP-2011-1143 for the issuance of a revocable permit for fencing in the adjacent right-of-way, staff makes the following findings of fact, conclusions and conditions:

1. The review criteria in Section 21.02.180 of the Grand Junction Municipal Code have all been met.
2. The approval shall be conditioned upon installation of mesh screening on the existing fence to provide screening for the failed landscaping.

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the requested revocable permit for KnowMoore LLC, file number RVP-2011-1143 with the Findings, Conclusions and Conditions.

Site Location Map

806 and 814 Winters Ave.



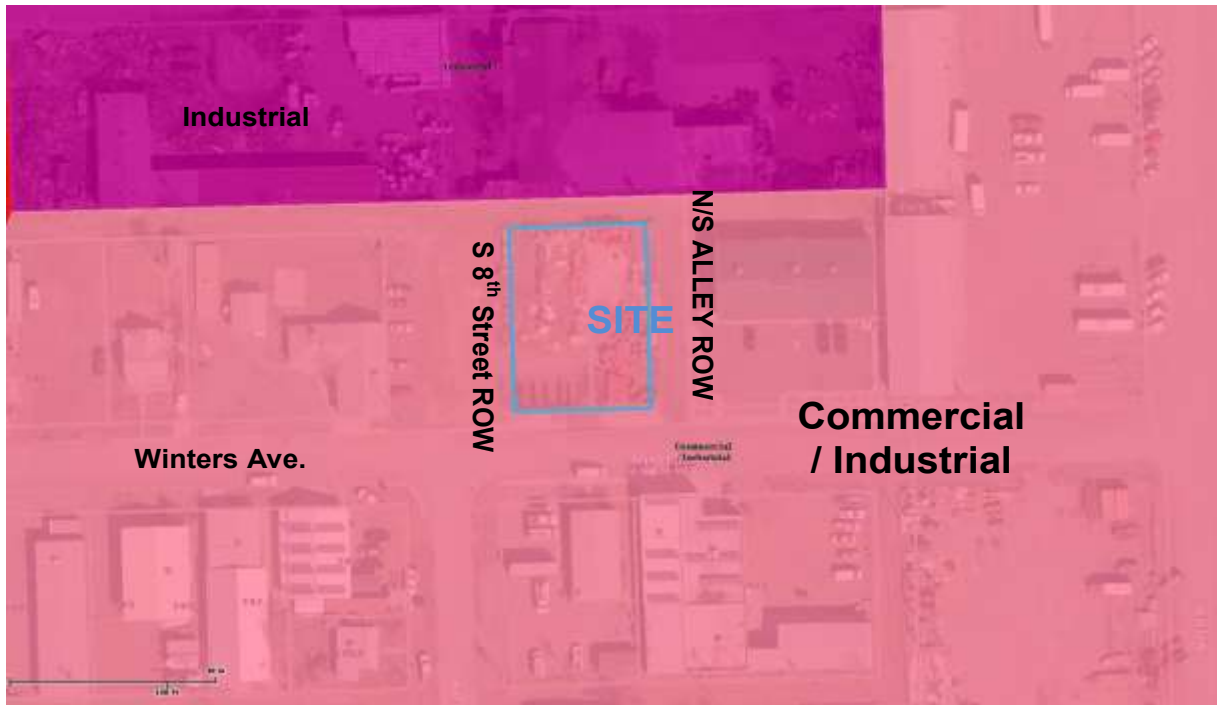
Aerial Photo Map

806 and 814 Winters Ave.



Comprehensive Plan Map

806 and 814 Winters Ave.



Existing City Zoning Map

806 and 814 Winters Ave.



RESOLUTION NO. _____

**A RESOLUTION CONCERNING
THE ISSUANCE OF A REVOCABLE PERMIT TO
KNOWMOORE, LLC, LOCATED AT 806 AND 814 WINTERS AVENUE**

Recitals.

A. KnowMoore LLC, hereinafter referred to as the Petitioner, represent it is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

The West one-half of Lot 29 and all of lots 30, 31 and 32, Block 3 of Amended Plat of Benton Canon's First Subdivision", and identified by Mesa County Tax Schedule Numbers 2945-231-14-013 and 2945-231-14-014.

B. The Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to install, maintain and repair security fencing for outdoor storage to be in right-of-way within the following described public right-of-way:

Two certain parcels of land lying in the Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4) of Section 23, Township 1South, Range 1 West of the Ute Principal Meridian, City of Grand Junction, County of Mesa, State of Colorado, both parcels lying within the Amended Plat of Benton Canon's First Subdivision, as same is recorded in Plat Book 4, Page 39, Public Records of Mesa County, Colorado and both being more particularly described as follows:

The East 5.50 feet of the 80.0 foot platted right of way for 8th Street, lying North of the North right of way for Winters Avenue and South of the Westerly projection of the North line of Lot 32, Block 3 of said Amended Plat of Benton Canon's First Subdivision

-AND-

The West 7.50 feet of that certain public alley as described in Book 995, page 888, Public Records of Mesa County, Colorado, lying North of the North right of way for Winters Avenue and South of the Easterly projection of the North line of the West-half of Lot 29, Block 3 of said Amended Plat of Benton Canon's First Subdivision.

CONTAINING 1,616 Square Feet or 0.037 Acres, more or less, as described; and as shown on Exhibit "A".

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2011-1143 in the office of the City's Public Works Department, Planning Division, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

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

1. That the City Manager is hereby authorized and directed to issue the attached Revocable Permit to the above-named Petitioner for the purpose aforescribed and within the limits of the public right-of-way aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.

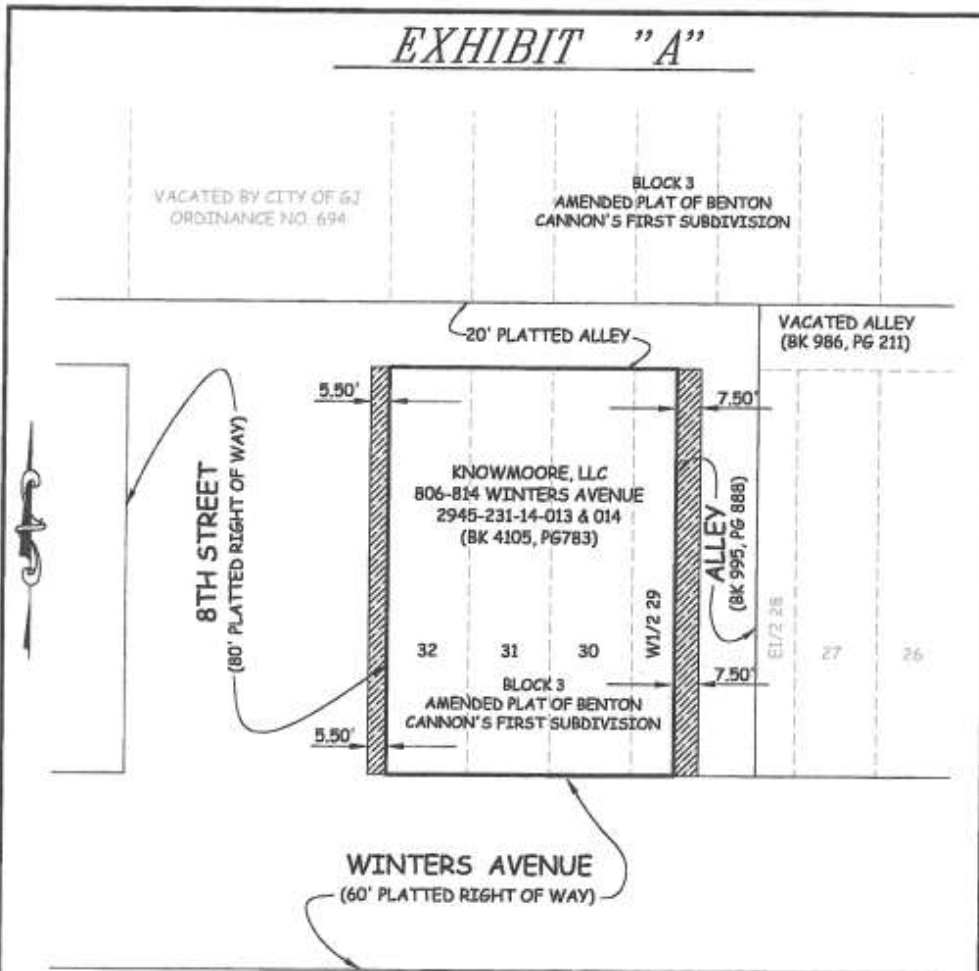
PASSED and ADOPTED this _____ day of _____, 2011.

Attest:

President of the City Council

City Clerk

EXHIBIT "A"



ABBREVIATIONS

R.O.W.	RIGHT OF WAY
SEC.	SECTION
TWP.	TOWNSHIP
R1E.	RANGE
U.M.	UTE MERIDIAN
BK	BOOK
PG	PAGE

The sketch and description shown herein has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This sketch does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

0 20 40
 1 inch = 40 ft.
 LINEAL UNITS = US SURVEY FOOT

DRAWN BY: PTK DATE: 11-30-11 SCALE: 1" = 40' APPR. BY: PTK	SKETCH TO ACCOMPANY REVOCABLE PERMIT 2945-231-14-013 AND 2945-231-14-014	
---	---	--

REVOCABLE PERMIT

Recitals.

A. KnowMoore LLC, hereinafter referred to as the Petitioner, represent it is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

The West one-half of Lot 29 and all of lots 30, 31 and 32, Block 3 of Amended Plat of Benton Canon's First Subdivision", and identified by Mesa County Tax Schedule Numbers 2945-231-14-013 and 2945-231-14-014.

B. The Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to install, maintain and repair security fencing for outdoor storage within the following described public right-of-way:

Two certain parcels of land lying in the Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4) of Section 23, Township 1South, Range 1 West of the Ute Principal Meridian, City of Grand Junction, County of Mesa, State of Colorado, both parcels lying within the Amended Plat of Benton Canon's First Subdivision, as same is recorded in Plat Book 4, Page 39, Public Records of Mesa County, Colorado and both being more particularly described as follows:

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CONTAINING 1,616 Square Feet or 0.037 Acres, more or less, as described; and as shown on Exhibit "A".

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2011-1143 in the office of the City's Public Works and Planning Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

NOW, THEREFORE, IN ACCORDANCE WITH THE ACTION OF THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

There is hereby issued to the above-named Petitioner a Revocable Permit for the purpose aforescribed and within the limits of the public right-of-way aforescribed; provided, however, that the issuance of this Revocable Permit shall be conditioned upon the following terms and conditions:

1. The Petitioner's use and occupancy of the public right-of-way as authorized pursuant to this Permit shall be performed with due care or any other higher standard of care as may be required to avoid creating hazardous or dangerous situations and to avoid damaging public improvements and public utilities or any other facilities presently existing or which may in the future exist in said right-of-way.
2. The City hereby reserves and retains a perpetual right to utilize all or any portion of the aforescribed public right-of-way for any purpose whatsoever. The City further reserves and retains the right to revoke this Permit at any time and for any reason.
3. The Petitioner, for itself and for its successors, assigns and for all persons claiming through the Petitioner, agrees that it shall defend all efforts and claims to hold, or attempt to hold, the City of Grand Junction, its officers, employees and agents, liable for damages caused to any property of the Petitioner or any other party, as a result of the Petitioner's occupancy, possession or use of said public right-of-way or as a result of any City activity or use thereof or as a result of the installation, operation, maintenance, repair and replacement of public improvements.
4. The Petitioner agrees that it shall at all times keep the above described public right-of-way in good condition and repair.
5. This Revocable Permit shall be issued only upon the concurrent execution by the Petitioner of an agreement that the Petitioner and the Petitioner's successors and assigns shall save and hold the City of Grand Junction, its officers, employees and agents harmless from, and indemnify the City, its officers, employees and agents, with respect to any claim or cause of action however stated arising out of, or in any way related to, the encroachment or use permitted, and that upon revocation of this Permit by the City the Petitioner shall, at the sole cost and expense of the Petitioner, within thirty (30) days of notice of revocation (which may occur by mailing a first class letter to the last known address), peaceably surrender said public right-of-way and, at its own expense, remove any encroachment so as to make the aforescribed public right-of-way available for use by the City or the general public. The provisions concerning holding harmless and indemnity shall survive the expiration, revocation, termination or other ending of this Permit.

6. The Petitioner shall install mesh screening on the fence to provide screening of the storage area in place of live landscaping that has failed to thrive.

7. This Revocable Permit, the foregoing Resolution and the following Agreement shall be recorded by the Petitioner, at the Petitioner's expense, in the office of the Mesa County Clerk and Recorder.

Dated this _____ day of _____, 2011.

The City of Grand Junction,
a Colorado home rule municipality

Attest:

City Clerk

City Manager

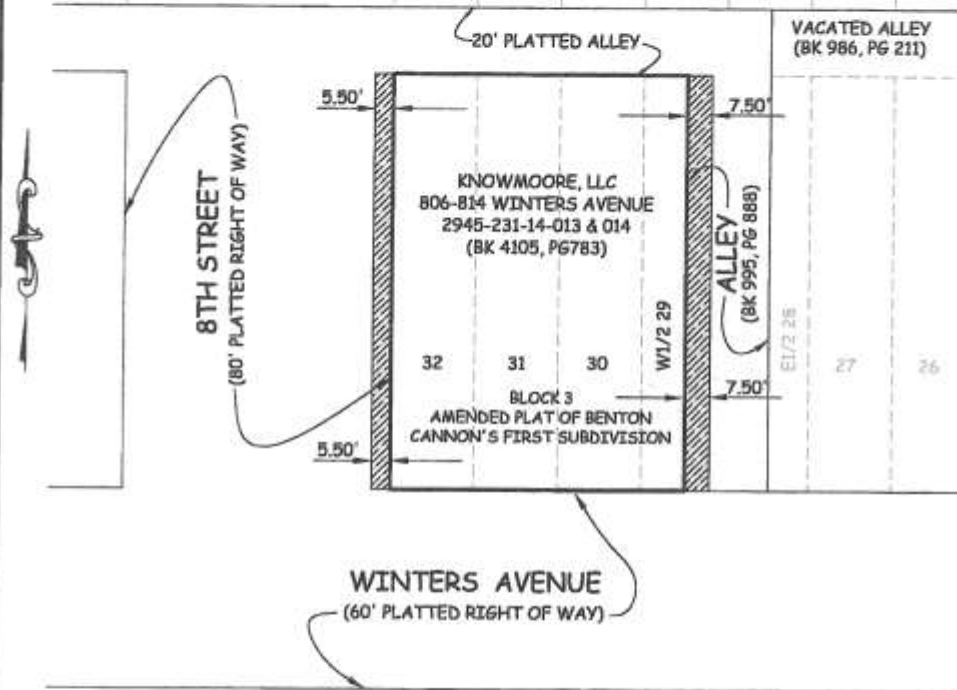
Acceptance by the Petitioner:

KnowMoore LLC

EXHIBIT "A"

VACATED BY CITY OF GJ
ORDINANCE NO. 694

BLOCK 3
AMENDED PLAT OF BENTON
CANNON'S FIRST SUBDIVISION



ABBREVIATIONS

R.O.W.	RIGHT OF WAY
SEC.	SECTION
TWP.	TOWNSHIP
RGE.	RANGE
U.M.	UTE MERIDIAN
BK	BOOK
PG	PAGE

The sketch and description shown herein has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This sketch does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

0 20 40
1 inch = 40 ft.
LINEAL UNITS = US SURVEY FOOT

DRAWN BY: PTK
DATE: 11-30-11
SCALE: 1" = 40'
APPR. BY: PTK

SKETCH TO ACCOMPANY
REVOCABLE PERMIT
2945-231-14-013
AND
2945-231-14-014



AGREEMENT

KnowMoore LLC, for itself and for its successors and assigns, does hereby agree to:

- (a) Abide by each and every term and condition contained in the foregoing Revocable Permit;
- (b) Indemnify and hold harmless the City of Grand Junction, its officers, employees and agents with respect to all claims and causes of action, as provided for in the approving Resolution and Revocable Permit;
- (c) Within thirty (30) days of revocation of said Permit by the City Council, peaceably surrender said public right-of-way to the City of Grand Junction;
- (d) At the sole cost and expense of the Petitioner, remove any encroachment so as to make said public right-of-way fully available for use by the City of Grand Junction or the general public.

Dated this _____ day of _____, 2011.

KnowMoore LLC

By: _____
Kirk Knowles, Managing Member

State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this ___ day of _____, 2011, by Kirk Knowles, Managing Member of KnowMoore LLC.

My Commission expires: _____
Witness my hand and official seal.

Notary Public



Date: December 9, 2011
 Author: Jay Valentine
 Title/ Phone Ext: 1517
 Proposed Schedule: December 19th
 2nd Reading
 (if applicable): _____

**Attach 8
 Rates and Fees for the Year 2012**

CITY COUNCIL AGENDA ITEM

Subject: Rates and Fees for the Year 2012
Action Requested/Recommendation: Adopt the Resolution Establishing the Fees for Planning, Golf, Forestry, Bookcliff Activity Center, and Plant Investment
Presenter(s) Name & Title: Jodi Romero, Financial Operations Manager

Executive Summary:

Proposed 2012 rate/fee increases for Planning, Golf, Forestry, Bookcliff Activity Center, and Plant Investment as presented and discussed during City Council budget workshops.

Background, Analysis and Options:

Planning: As a result of the of the 2010 Zoning Code update various planning fees need to be established or created. School impact fees will be increased from \$460 to \$560. The maximum allowed is \$920. The school impact fee has not been adjusted since 2005.

Transportation Capacity: The commercial rate for the Transportation Capacity Payment is proposed to increase from \$1,589 to \$3,450.

Golf: Modest fee increases are required to make the annual dept payment for the renovation at Tiara Rado Golf course and to keep up with operating costs at both courses. With the increase in season passes and green fees, the prices at Tiara Rado and Lincoln Park golf courses will still remain lower than the average in the valley. Players may choose to purchase their 2012 pass during 2011 to avoid the modest increase.

Forestry: The memorial tree program has expanded to include a number of different memorial options. Fees are currently at \$350 and are proposed to range from \$350-\$5,900 to cover all available options.

Bookcliff Activity Center: An increase in the damage deposit rate is proposed to align with the deposit amount currently being charged at the Lincoln Park Barn. The current damage deposit required to rent the Barn is \$200. The proposed deposit amount at

Bookcliff will increase from \$150 to \$200. Damage deposit fees are fully refundable under most circumstances.

Plant Investment: As a result of several meetings with City Council and the Mesa County Commissioners during 2007, it was agreed that the Wastewater Plant Investment Fee (PIF) increase, paid by new development, will provide adequate revenue to fund growth-related capacity upgrades to the sewage treatment system. The PIF is scheduled to increase \$300 per year until the year 2013; this is when the PIF will be at the correct amount as indicated by the 2006 independent rate study. After the year 2013, the PIF is scheduled to increase at approximately 2% per year. The 2012 fee will increase from \$3,400 to \$3,700.

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

This action is needed to meet the plan goals and policies of the Planning Department, Lincoln Park and Tiara Rado Golf Courses, the Parks and Recreation Department, and Persigo Wastewater Treatment.

Board or Committee Recommendation:

N/A

Financial Impact/Budget:

The newly established fee increases for planning will be: Appeal - \$350, Re-hearing - \$100, Sign Package Review - \$50, Special Permit - \$350, and Subdivision-Minor Exemption - \$160.

The proposed fee increase for School Impact Fees will increase from \$460-\$560 and the Transportation Capacity Payment will be increased from \$1,589 to \$3,450.

The proposed fee increase on golf course annual passes and green fees will be 4%. The season pass rate will range from \$75.00 - \$415.00 while green fees will range from \$3.00-\$39.25.

Expanded memorial tree program will include fees that range from \$350 to \$5,900.

Bookcliff Activity Center damage deposit will increase by \$50 to coincide with the \$200 damage deposit currently being charged at the Lincoln Park Barn Facility.

The proposed fee increase of 8.8% in the Plant Investment Fee would increase the rate from \$3,400 to \$3,700.

Legal issues:

N/A.

Other issues:

N/A

Previously presented or discussed:

Rates and fees were discussed throughout the various budget workshops with City Council.

Attachments:

Letter from the Chamber of Commerce
Proposed Resolution



December 7, 2011

(Delivered electronically)

Subject: **Proposed TCP Fee Increase**

Dear City Council Members,

The Chamber has taken an official position opposing a proposal in the City of Grand Junction's 2012 budget to raise traffic capacity payments for businesses by on average, 117%. At a time when as a community we are trying to become more "open for business" this action sends a message that is just the opposite.

What the fee really means for businesses can sometimes be confusing as it is not a set amount as it is for a single family residence (which is currently charged about \$2500 **per unit**). Businesses depending on type and potential for generating traffic are charged a rate per 1,000 square foot of structure. How this fee will be enacted can be pointed out in the example of a sit down restaurant. Currently the restaurant is charged \$3203 **per 1,000 square foot** but in 2012, the same restaurant would be charged \$6969 **per square foot**. And most restaurants are much larger than 1,000 square feet.

A recent example of how these new fees would adversely impact business decisions is the American Furniture Warehouse facility. This year the company paid \$367,000 in TCP fees. If the store were built next year that fee would go to \$790,000, more than double.

The Chamber has long argued that public officials need to consider the full impact of encouraging commercial development on city revenues. Commercial developments create more sales tax revenue for city coffers in addition to paying upfront development fees such as the TCP. And sales tax is the primary mechanism for funding city government.

We urge you to NOT increase this fee by 118% effective January 1, 2012. Our economy and our businesses considering expansion will be negatively impacted.

Sincerely,

Lois Dunn
Chairman of the Board

RESOLUTION NO. ____-11

**A RESOLUTION ADOPTING FEES AND CHARGES FOR PLANNING, GOLF,
FORESTRY, BOOKCLIFF ACTIVITY CENTER, AND PLANT INVESTMENT**

Recitals:

The City of Grand Junction establishes rates for planning and development fees, parks and recreation, golf, and utility services center on a periodic basis, and by this resolution, the City Council establishes these rates to implement decisions made in the long-term financial plans for the Planning, Parks and Recreation, and Utilities Departments.

Now, therefore, be it resolved that:

Planning: Fees will be established to coincide with the 2010 Zoning Code update, increase School Impact Fees and increase Transportation Capacity Payment as follows:

	2011 Rate	2012 Rate
Appeal	\$0	\$350
Re-hearing	\$0	\$100
Sign Package Review	\$0	\$50
Special Permit	\$0	\$360
Subdivision-Minor Exemption	\$0	\$160
School Impact Fees Per Dwelling Unit- Option 1-Increase all at Once	\$460	\$560
Transportation Capacity Payment	\$1,589	\$3,450

Golf: There will be a 4% increase in the annual pass fee and green fee charged to those who wish to either purchase a pass or pay regular greens fees.

	2011 Rate	2012 Rate
Season Pass	\$92 - \$399	\$75 - \$415
Green Fees	\$4 - \$37.75	\$3 - \$39.25

Parks and Recreation: There will be fee increases in Parks and Recreation Programs as follows:

	2011 Rate	2012 Rate
Damage Deposit for Bookcliff Activity Center (BAC)	\$150	\$200
Memorial Program (Forestry)	\$350	\$350-\$5,900

Persigo: There will be an 8.8% increase in the Persigo plant investment fee charged to provide adequate revenue to fund planned capacity related upgrades to the treatment system. The charge will increase from \$3,400 / EQU to \$3,700 / EQU.

PASSED and ADOPTED this ____ day of _____, 2011.

President of the Council

Attest:

City Clerk



Date: 12/9/11
 Author: Jodi Romero
 Title/ Phone Ext: Financial
Operations Manager xt.1515
 Proposed Schedule: December
7th. 2011
 2nd Reading
 (if applicable): December 19th.
2011
 File # (if applicable): _____

**Attach 9
 Public Hearing – 2011 Supplemental
 Appropriation Ordinance and the 2012 Budget
 Appropriation Ordinance**

CITY COUNCIL AGENDA ITEM

Subject: Public Hearing on the 2011 Supplemental Appropriation Ordinance and the 2012 Budget Appropriation Ordinance
Action Requested/Recommendation: Hold a Public Hearing and Consider Final Passage and Final Publication
Presenter(s) Name & Title: Rich Englehart, Deputy City Manager Jodi Romero, Financial Operations Manager

Executive Summary:

This request is to appropriate certain sums of money to defray the necessary expenses and liabilities of the accounting funds of the City of Grand Junction based on the 2011 amended and 2012 proposed budgets.

Background, Analysis and Options:

The 2012 appropriation ordinance is the legal adoption of the City Manager’s budget by the City Council for the upcoming fiscal year, and was reviewed during the City Council workshops on October 17th, 19th, 31st, and November 16th.

The reasons for the supplemental increases to funds were discussed during the year as projects are presented to City Council and again in the City Council budget workshops. In particular:

- The increase to the General Fund is due to the purchase of 800mhz radios for the Fire Department from a grant that was awarded this year.
- The increase in the DDA funds is due to the City loaning funds as previously agreed to allow the DDA to complete the Main Street Phase II project.
- The increase to the Water Fund is due to the replacement of cast iron pipes that began failing at an accelerated rate during the year.
- The increase in the Parking Fund is due to the paydown of the internal loan made to construct the Rood Avenue parking structure.
- The increase in the Sewer Fund is due to the carryforward of the ultraviolet light disinfection project that did not get completed in 2010 and the construction of the solar system at the Persigo facility as approved by Council and the County Board of Commissioners during the year.

- The increase in the Fleet and Equipment Fund is due to the carryforward of a portion of the Compressed Natural Gas project that did not get completed in 2010.

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

This action is needed to meet the plan goals and policies.

Board or Committee Recommendation:

N/A

Financial Impact/Budget:

The supplemental appropriation ordinance and the next year's budget appropriation ordinance is presented every year at this time to ensure adequate appropriation by fund.

Legal issues:

N/A

Other issues:

N/A

Previously presented or discussed:

The supplemental budget appropriation increase is partly due to the re-appropriation of budget dollars for capital projects that were previously approved but incomplete at the end of 2010. Additional appropriation is also needed for projects approved by City Council during 2011.

The 2012 City of Grand Junction Budget was presented to City Council at the budget presentation workshops during the month of October and November.

Introduced Proposed Ordinance at the December 7, 2011 City Council Meeting.

Attachments:

Proposed Supplemental Appropriation Ordinance for 2011 Budget
Proposed 2012 Budget Appropriation Ordinance

Ordinance No. _____

**AN ORDINANCE MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 2011
BUDGET OF THE CITY OF GRAND JUNCTION.**

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

That the following sums of money be appropriated from unappropriated fund balance and additional revenue to the funds indicated for the year ending December 31, 2011, to be expended from such funds as follows:

FUND NAME	FUND #	APPROPRIATION
General	100	\$ 1,017,670
Conservation Trust	110	\$ 22,145
Storm Drainage Improvements	202	\$ 18,000
D.D.A. TIF	203	\$ 993,656
Future Street Improvements	207	\$ 164,515
Facilities	208	\$ 25,000
Water Fund	301	\$ 315,159
Solid Waste	302	\$ 26,730
Parking	308	\$ 867,983
Equipment	402	\$ 811,196
General Debt Service	610	\$ 2,505
Ridges Debt Service	613	\$ 650
		\$ 1,505
GJ Public Finance Debt Service	614	
Joint Sewer System, Total	900	\$ 405,899

INTRODUCED AND ORDERED PUBLISHED this 7th day of December, 2011.

TO BE PASSED AND ADOPTED the _ day of _____, 2011.

Attest:

President of the Council

City Clerk

ORDINANCE NO. ____

AN ORDINANCE APPROPRIATING CERTAIN SUMS OF MONEY TO DEFRAY THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF GRAND JUNCTION, COLORADO, THE DOWNTOWN DEVELOPMENT AUTHORITY, AND THE RIDGES METROPOLITAN DISTRICT FOR THE YEAR BEGINNING JANUARY 1, 2012, AND ENDING DECEMBER 31, 2012

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

SECTION 1. That the following sums of money, or so much therefore as may be necessary, be and the same are hereby appropriated for the purpose of defraying the necessary expenses and liabilities, and for the purpose of establishing emergency reserves of the City of Grand Junction, for the fiscal year beginning January 1, 2012, and ending December 31, 2012, said sums to be derived from the various funds as indicated for the expenditures of:

FUND NAME	FUND #	APPROPRIATION
General	100	\$ 69,653,423
Enhanced 911 Special Revenue	101	\$ 4,920,324
Visitor & Convention Bureau	102	\$ 2,142,205
D.D.A. Operations	103	\$ 363,483
Community Development Block Grants	104	\$ 330,000
T.I.F.Special Revenue	109	\$ 2,770,610
Conservation Trust	110	\$ 390,755
Sales Tax CIP Fund	201	\$ 14,739,531
Storm Drainage Improvements	202	\$ 80,000
T.I.F. Capital Improvements	203	\$ 4,357,635
Major Capital Improvements	204	\$ 22,660,885
Future Street Improvements	207	\$ 888,320
Facilities Capital Fund	208	\$ 223,736
Water Fund	301	\$ 6,494,029
Solid Waste	302	\$ 3,184,638
Two Rivers Convention Center	303	\$ 2,611,988
Golf Courses	305	\$ 2,106,229
Parking	308	\$ 446,834
Irrigation Systems	309	\$ 263,514
Information Services	401	\$ 5,537,184
Equipment	402	\$ 5,133,466
Self Insurance	404	\$ 2,121,645

Communications Center	405	\$	9,334,177
General Debt Service	610	\$	10,012,378
T.I.F. Debt Service	611	\$	6,875,420
Ridges Metro District Debt Service	613	\$	229,310
GJ Public Finance Debt Service	614	\$	533,255
Cemetery Perpetual Care	704	\$	9,688
Joint Sewer System, Total	900	\$	12,109,464

INTRODUCED AND ORDERED PUBLISHED the 7th day of December, 2011.

TO BE PASSED AND ADOPTED the ____ day of _____, 2011.

Attest:

President of the Council

City Clerk



Date: December 12, 2011
 Author: Trent Prall
 Title/ Phone Ext: 4047
 Proposed Schedule: December 19, 2011
 2nd Reading
 (if applicable): _____
 File # (if applicable): _____

**Attach 10
 Lincoln Park Stadium Locker Room Addition**

CITY COUNCIL AGENDA ITEM

Subject: Lincoln Park Stadium Locker Room Addition
Action Requested/Recommendation: Authorize the City Purchasing Division to Amend the Contract with FCI Constructors to Renovate the locker room as Part of the Lincoln Park Stadium Improvement Project, in the Estimated Amount of \$800,000.
Presenter(s) Name & Title: Rob Schoeber, Parks and Recreation Director Jay Valentine, Assist. Financial Operations Manager

Executive Summary:

As part of the Lincoln Park Stadium Improvements Project, the Parks and Recreation Department is proposing to renovate the existing locker rooms and add office space that will facilitate the permanent Grand Junction Rockies minor league baseball staff.

Background, Analysis and Options:

As part of the agreement with the Grand Junction Rockies, the City of Grand Junction is responsible to provide a facility to house four permanent Rockies staff. This was most economically accomplished by adding on to the existing locker room facilities on the north side of the Suplezio Field. The proposed change order will renovate the 4,938 square foot locker room and then add on 3,218 square feet of primarily office space.

The construction will take approximately 4 months. Assuming a January 3rd start date, the project will be complete by mid-May.

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

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

The construction of the new grandstands, concessions area, hospitality suite, and now the renovation of the locker room and addition of the clubhouse will all work together to enhance the experience for both spectators and baseball/football teams that come to use the City's Lincoln Park Sports Facilities.

Goal 12: Being a regional provider of goods and services the City and County will sustain, develop, and enhance a healthy, diverse economy.

This complex serves as a regional facility for the entire valley. For many years the City has provided an athletic facility that has experienced many great sporting events; and one way for the City and citizens to continue to experience great sporting events is by the City investing in the already great athletic facility by constructing a section of new grandstands, press boxes, athletic field lighting, hospitality suite and now renovation of the locker room facility. These new amenities will be sure to provide great sporting experiences for many more years.

Board or Committee Recommendation:

The Parks Improvement Advisory Board and the JUCO Committee both recommend this work proceed.

Financial Impact/Budget:

The estimated cost of the addition/renovation is \$800,000 and includes the architectural design and engineering.

The project is being funded by the following:

Parks Improvements Advisory Board (PIAB)	\$100,000
Major League Baseball – Colorado Rockies	\$100,000
<u>City Capital Improvement Program (G1008)</u>	<u>\$600,000</u>
Total	\$800,000

Legal issues:

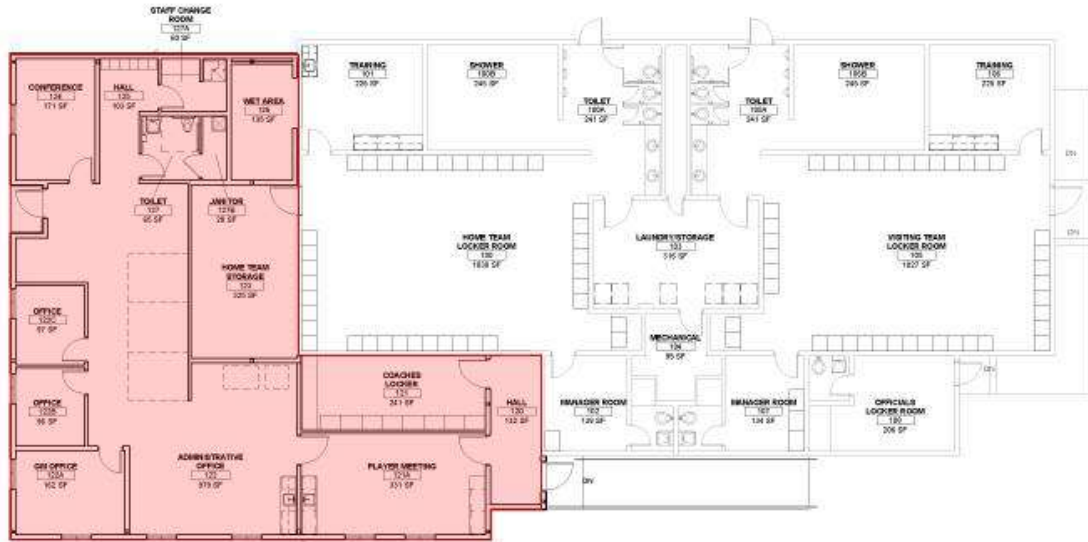
None.

Previously presented or discussed:

The Parks Improvement Advisory Board (PIAB) approved this item at their August 17, 2011 meeting.

Attachments:

Locker building addition area diagram



Locker Building Addition Area

Scale: 1/16" = 1'-0"

Sink Combs Dethlefs 12/13/11



Date: December 9, 2011
 Author: John Shaver
 Title/ Phone Ext: City Attorney
 Extension: 1506
 Proposed Schedule: Monday,
Dec. 19, 2011
 File # (if applicable): _____

**Attach 11
 Public Hearing – Ordinance Repealing City Code
 Provisions Regarding Alarm System Installer**

CITY COUNCIL AGENDA ITEM

Subject: Public Hearing—An Ordinance Repealing City Code Provisions Regarding Alarm System Installers
Action Requested/Recommendation: Public Hearing of a Proposed Ordinance Repealing Sections 5.08.010 through 5.08.050 and 5.08.080 of Article III, Chapter 5 of the Grand Junction Code of Ordinances
Presenter(s) Name & Title: John Shaver, City Attorney

Executive Summary:

The City Council Legislative Committee has considered the Staff recommendation that Sections 5.08.010 through 5.08.050 and 5.08.080 of Article III, Chapter 5 of the Grand Junction Municipal Code regarding alarm system installers be repealed. Those provisions were adopted in 1975. City employees have no specific knowledge of the electrical, mechanical and other functions of alarm systems which hinders efficient monitoring of the licensure, issuance, and investigation of alarm system installers.

Background, Analysis and Options:

See summary.

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

This action does not directly relate to the Comprehensive Plan.

Board or Committee Recommendation:

The City Council Legislative Committee has considered the Staff recommendation that Sections 5.08.010 through 5.08.050 and 5.08.080 of Article III, Chapter 5 of the Grand Junction Code of Ordinances regarding alarm system installers be repealed.

Financial Impact/Budget:

There is no budget impact.

Legal issues:

N/A

Other issues:

N/A

Previously presented or discussed:

Introduced Proposed Ordinance at the December 7, 2011 City Council Meeting

Attachments:

Proposed Ordinance

ORDINANCE NO. _____

**AN ORDINANCE REPEALING SECTIONS 5.08.010 THROUGH 5.08.050 and
5.08.080 OF ARTICLE III, CHAPTER 5
THE CITY OF GRAND JUNCTION MUNICIPAL CODE
REGARDING ALARM SYSTEM INSTALLERS**

RECITALS:

Sections 5.08.010 through 5.08.50 and 5.08.080 of Article III, Chapter 5 of the City of Grand Junction Municipal Code detail the procedures for licensing and investigating alarm system installers.

These sections should be repealed as the City of Grand Junction does not employ nor train individuals to accurately evaluate the electrical, mechanical and other functions of alarm systems needed to efficiently monitor the licensure and investigation of alarm system installers.

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

1. Sections 5.08.010 through 5.08.050 and 5.08.080 of Article III, Chapter 5 shall be and they are hereby repealed.
2. Sections 5.08.060 and 5.08.070 shall be renumbered and relocated to the appropriate section of the Code thereby eliminating Section 5.08 in its entirety.

ALL OTHER PROVISIONS OF CHAPTER 5 SHALL REMAIN IN FULL FORCE AND EFFECT.

PASSED for first reading and ordered published by the City Council of the City of Grand Junction, Colorado this 7th day of December, 2011.

PASSED AND ADOPTED on second reading by the City Council of the City of Grand Junction, Colorado this _____ day of _____, 20____.

Tom Kenyon
President of the Council

Attest:

Stephanie Tuin
City Clerk