

Grand Junction, Colorado

July 2, 1980

The City Council of the City of Grand Junction, Colorado, convened in regular session at 7:30 p.m. the 2nd day of July, 1980, in City Council Chambers at City Hall. Those present were Council members Louis Brach, Frank Dunn, Robert Holmes, Dale Hollingsworth, Karl Johnson, and Jane Quimby, a quorum. Councilman Bill O'Dwyer was absent. Also present were City Manager Jim Wysocki, City Attorney Gerald Ashby, and City Clerk Neva Lockhart.

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

#### INVOCATION

Reverend David Cushman, First Baptist Church.

#### MINUTES

Consideration of the Minutes of the regular meeting June 18, 1980, was deferred to the next meeting on July 16, 1980.

#### MULBERRY STREET - REQUEST FOR PAVING

Mr. Jim Oberding appeared before Council to request paving of Mulberry Street. Mr. Oberding explained that he has gone as far as he can in obtaining signatures on a petition to be included in an improvement district.

Mr. Wysocki stated that after Mr. Oberding appeared before Council in February of this year and subsequent to that, Councilman Brach and Public Works Director Jim Patterson went down to a group meeting in the neighborhood. Council instructed Staff in February to prepare the design of the street as the City would want it put in with all of the improvements which would include curb, gutter, and sidewalk and in this particular instance, 32-foot of mat. That has been prepared for inclusion in I.D. ST-80, Phase B. The petition in hand has signatures of 32% ownership of the front footage. Mr. Wysocki noted that it appears Mr. Oberding would like to go ahead and put in a 30-foot mat. A hearing on I.D. ST-80, Phase B, with Mulberry Street listed for improvements, is scheduled for Wednesday, August 6, 1980. Mr. Wysocki continued that from time to time areas are forced into improvement districts as it was in the best interests of the City to do so, and in some instances, to get a portion of the improvements of an area included in one improvement district with the balance of the improvements to come at a later date through a power of attorney or some other instrument. Mr. Wysocki reminded Council that at one time the possibility of permitting the neighbors doing certain portions of the project was discussed for this area but not this particular street. If they had licensed contractors within their midst to accommodate and meet City standards, they could perhaps

get by for a little less.

Mr. Oberding said he will appear at the hearing August 6 for I.D. ST-80, Phase B, and possible inclusion of Mulberry Street.

#### LIQUOR - BEER

Upon motion by Councilman Dunn, seconded by Councilman Brach and carried with Councilman Holmes voting NO, the application by High Lonesome, Inc., to change a corporate officer, James C. Craig, 388 Meadow Road, Edwards, Colorado, replacing Pamela B. Swift as Treasurer, and to renew the hotel-restaurant liquor license at Aurelio's, 748 North Avenue, was approved, and the applications to renew retail liquor store license at Andy's Liquors, 401 North Avenue, and the 3.2% beer license at Suds `N Sound, 2825 North Avenue, were approved.

#### HEARING - ALLEGED LIQUOR CODE VIOLATION BY DICK WILL ENTERPRISES, LTD., DBA JIM'S LIQUORS, 1560 NORTH AVENUE - CONTINUED

President Quimby reminded Council that this item would go to fact-finding with a decision being given at the next meeting. Mr. Ashby advised that the hearing will be continued. The young man, Robin Lenard, was subpoenaed. This matter was continued from the last meeting because of the request by the young man and by his mother that the young man had just recently undertaken a job and it was going to seriously jeopardize his job at that time. Mr. Ashby cleared with his mother the fact that he could be in attendance tonight as this would give the young man sufficient time on the job so that it would not be in jeopardy.

Mr. Ashby requested that Council continue this matter until such time as all people involved can be present. Mr. Will has been ready, willing, and able to proceed each time and the person who allegedly violated the liquor code by the sale has also been ready, willing, and able to proceed each time. However, Mr. Ashby felt that it is still incumbent upon Council to make one last effort to get Mr. Lenard here.

In response to a question, Mr. Ashby said that since Council has subpoena power, it should have the power to assess a penalty. He will investigate that in the meantime, and Bourtai Hargrove, Assistant City Attorney, will contact Mr. Lenard personally, and then arrangements will be made with Mr. Will and Mr. Gregory so that all parties can be present for the hearing.

#### APPLICATION FOR TAVERN LIQUOR LICENSE MELVIN W. MULDER, DBA CORK `N EMBERS, 105 N. 2ND STREET - APPROVED - HEARING SET JULY 16, 1980, ON ALLEGED LIQUOR CODE VIOLATIONS

Submitted for consideration was the application by Melvin W. Mulder, dba Cork `N Embers, 105 N. 2nd Street, for tavern liquor license. Dissolution of partnership papers between Mr. Mulder and Hine Quarter, Inc., were submitted.

Mr. Ashby said this application was scheduled as a consent item on the preliminary agenda, and, because of a report from the Police Department alleging certain violations, Council requested that it be removed from the consent portion of the agenda. Since the present license expires July 24, and if it is the determination of the Council that a hearing should be held so that the present owner of the license may respond to questions concerning these things that were brought up in the police report, then Mr. Ashby thought that the Council should act in the same way that it did in regard to the Will license. Go ahead and approve a license in the name of Mulder alone, with the express understanding that Council may still revoke, suspend, or have any of the other abilities that it would have had had it not taken this action. But otherwise, to now advertise a hearing for him which would occur on the 16th of July would be manifestly unfair because he could not possibly then get his license by the 24th and there would be then, in effect, a suspension of the license without even having heard the charges.

Councilman Johnson asked if one of the options was that Council would not have a hearing. Mr. Ashby said that, yes, Council could determine that those violations were not sufficient to warrant holding a hearing, and that being so, the Council could just go ahead and approve what is indicated here as to the application.

Councilman Johnson asked if there is a record of violations of the conditions of the license during the term of this license. He asked if the concern is the fact that the applicant was involved in other matters outside the operation of his business which casts some question on his . . .

Mr. Ashby said that one of the allegations was a violation. That is, serving after hours. No citations were issued. The other two violations, he presumed, and this is what Councilman Holmes has indicated, might go to the character of the applicant, which is a matter that can be considered with regard to the license.

Upon motion by Councilman Dunn, seconded by Councilman Brach, the application by Melvin Mulder for tavern liquor license at Cork `N Embers, 105 N. 2nd Street, was approved subject to a hearing set for July 16 on the alleged violations.

Bill Kane, representing Mel Mulder, Cork `N Embers, stated that he has no real objection to the procedure that's being proposed; however, for Council's at least future conduct of the administration of liquor licenses in this area, this is the second time that the Cork `N Embers has been charged with a liquor violations when the charge has not appeared for a substantial period. He said that the last one he was involved in the violation allegedly took place in October, 1978, and the hearing did not take place until March, 1979. In this case the alleged violation took place in February, 1980, the Police Officer involved didn't even issue a citation, and no one knew of it from the management perspective until the memos relating to the investigation for this

new license came up. Mr. Kane said that it's Council's pleasure to call a hearing on that or not. He supposed that if a violation occurred, Council should know about it. However, as to the timing involved, Mr. Kane wanted to make it known on behalf of Mr. Mulder that having this sort of delay where things pop up four or five months after the fact is terribly prejudicial on the owner and his ability to defend against this sort of hearing especially when there is no citation issued to the employee involved and is simply never brought to the attention of the owner. It's very hard to go back and investigate and try to present what defense they may have when a procedure such as this is being followed.

Councilman Johnson commented that he finds it very difficult to accept any situation, as in this case, where there is an alleged violation but there is no record of it, no citation was given, no proof of a violation has ever been made, and it appears that all there is is a police officer's report that he did make a contact, and whether he even gave a warning on a violation is not indicated. In his view, there has been no violation in this case because there is nothing to show that fact, no record of it, no filing of a complaint. He said he finds it very difficult to make judgment on something of such tenuous . . .

Councilman Dunn said he understands what Councilman Johnson is saying and asked why Council is even hearing of a violation.

Councilman Brach said that those things plus what he did out there in the park he evidently does not uphold the law too well.

Mr. Ashby said Council should not prejudge as none of these charges may be actual violations. That will have to come before the Council when it sets the hearing. At this point, all Council has are allegations.

City Manager Wysocki said it should be noted that when a report is made by the Police Department, understandably, he thinks, any matters that may be taken into consideration are listed. He stated that he does not believe the Police Department in good conscience can overlook the fact that were some irregularities; something that went on that he thinks Mr. Mulder should be aware that it isn't quite kosh. He did not feel that one could knock the Police Department for starting what they have in their records regarding that particular establishment.

Councilman Johnson said he is not knocking the Police Department nor is he defending Mr. Mulder. He is simply stating a philosophical viewpoint that if we take action against everybody that is accused of something without any proof, it's McCarthyism in its nth degree. If there was a violation, there should have been some action taken, it should have been called to our attention at the time. The fact that there was a contact made and a report that there was an irregularity, or a violation, or whatsoever it is that is a matter of Police record and becomes an administrative matter within the Police Department.

Upon voice vote the motion carried with Councilman HOLMES voting NO.

ORDINANCE NO. 1899 - ALLEY VACATION E OF 12TH STREET BETWEEN ELM AND KENNEDY

Upon motion by Councilman Holmes, seconded by Councilman Johnson and carried, the Proof of Publication to the following entitled proposed ordinance was accepted for filing: AN ORDINANCE VACATING AN ALLEY WITHIN THE CITY OF GRAND JUNCTION.

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

There were no comments. Upon motion by Councilman Brach, seconded by Councilman Dunn and carried by roll call vote, the Ordinance was passed, adopted, numbered 1899, and ordered published.

ORDINANCE NO. 1900 - ZONING WESTERN FEDERAL SAVINGS AND LOAN ANNEXATION PB

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

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

There were no comments. Upon motion by Councilman Dunn, seconded by Councilman Johnson and carried by roll call vote, the Ordinance was passed, adopted, numbered 1900, and ordered published.

ORDINANCE NO. 1901 - ZONING REDDING ANNEXATION R-1-C

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

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

There were no comments. Upon motion by Councilman Dunn, seconded by Councilman Johnson and carried by roll call vote, the Ordinance was passed, adopted, numbered 1901, and ordered published.

ORDINANCE NO. 1902 - LAMM ANNEXATION, N SIDE OF F ROAD, E OF 24-1/2 ROAD

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

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

There were no comments. Upon motion by Councilman Brach, seconded by Councilman Holmes and carried by roll call vote, the Ordinance was passed, adopted, numbered 1902, and ordered published.

RESOLUTION APPROVING AMENDMENTS TO CITY OF GRAND JUNCTION EMPLOYEES RETIREMENT PLAN

The following Resolution was read:

RESOLUTION

APPROVING AMENDMENTS TO CITY OF GRAND JUNCTION EMPLOYEES RETIREMENT PLAN.

WHEREAS, there have been submitted to the City Council three proposed amendments to the City of Grand Junction Employees Retirement Plan for approval by the Council so that they may become a part of the plan.

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

That the proposed amendments, attached hereto as Exhibits A, B and C and made a part hereof by this reference, are hereby approved and made an amended part of the City of Grand Junction Employees Retirement Plan.

PASSED and ADOPTED this 2nd day of July, 1980.

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

Attest:

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

EXHIBIT A

Amendment No. 1

The Plan is hereby amended as of the effective date stated on each amended page by deleting from the Plan the page(s) thereof listed under Column I and inserting into the Plan the attached page(s) listed under Column II, each marked by "Amendment No. 1 - Effective January 1, 1979."

<u>Column I</u> <u>Column II</u>	
1212	

IN WITNESS WHEREOF, the duly authorized representative of the employer has caused this Amendment to be executed as of the date set forth beneath his signature.

CITY OF GRAND JUNCTION, COLORADO

;sigl;

By: /s/ James E. Wysocki, City Manager

Date: February 2, 1979

If the participant does not elect the form of termination benefit within sixty (60) days following his termination of service, such benefit shall be distributed in the form of a combination annuity (vested employer contributions account) and lump sum payment (required contributions account).

Vested Employer Contributions Account. Except with respect to a rehired participant as described below, a participant's vested employer contributions account on any date shall be equal to his employer contributions account multiplied by the appropriate percentage from one of the following vesting schedules, whichever is applicable:

A. For each participant who commenced participation in the plan prior to January 1, 1979:

VESTING SCHEDULE

<u>Years of Service As of</u> <u>Termination</u> <u>Percentage Vested</u>	
less than 10%	

1 but less than 220%	
2 but less than 340%	
3 but less than 460%	
4 but less than 580%	
5 or more100%	

B. For each participant who commenced participation in the plan on or after January 1, 1979:

VESTING SCHEDULE

<u>Years of Service As of Termination</u> <u>Percentage Vested</u>	
less than 30%	
3 but less than 430%	
4 but less than 540%	
6 but less than 760%	
7 but less than 870%	
8 but less than 980%	
9 but less than 1090%	
10 or more100%	

For purposes of vesting, one year of service shall be earned for each vesting computation period during which an employee completes one thousand (1000) or more hours of service.

EXHIBIT B

Amendment No. 2

The Plan is hereby amended as of the effective date stated on each amended page by deleting from the Plan the page(s) thereof listed under Column I and inserting into the Plan the attached page(s) listed under Column II, each marked by "Amendment No. 2 -



Effective January 1, 1979."

<u>Column I</u>	<u>Column II</u>
44	
55	

IN WITNESS WHEREOF, the duly authorized representative of the employer has caused this Amendment to be executed as of the date set forth beneath his signature.

CITY OF GRAND JUNCTION, COLORADO

;sigl;

By: /s/ James E. Wsocki, City Manager

Date: December 15, 1979

#### Eligible Class

The eligible class shall consist of all employees working in a budgeted position who are not an elected official.

#### Eligibility Requirements

Each employer in the eligible class who was a participant in the prior plan shall remain a participant in this restated plan.

Each employee in the eligible class who had not yet become a participant in the prior plan, and each employee in the eligible class who is hired on or after January 1, 1979, shall be eligible for participation on the later of (i) January 1, 1979, or (ii) the last day of the eligibility qualification period in which he completes one thousand (1000) or more hours of service.

#### Commencement of Participation

Each eligible employee shall become a participant hereunder on the first day of the month coinciding with or next following the date he has agreed, on a form satisfactory to the administrator, to make any contribution required of him.

#### Termination of Participation

Termination of participation shall automatically occur --

1. if the participant dies.

2. if the participant incurs a break in service.

3. if the participant receives any benefit under the plan (other than a permitted withdrawal from his voluntary contributions account).

#### Termination of Service

Termination of service shall occur when the employee resigns or is discharged by the employer.

#### Break in Service

A one-year break in service shall occur whenever an employee who terminated prior to becoming a participant fails to accrue at least five hundred (500) hours of service in an eligibility qualification period, or when an employee who terminated after becoming a participant fails to accrue at least five hundred (500) hours of service in any vesting computation period. No employee shall be charged with any one-year break in service while receiving monthly disability benefits under the plan.

Break in Service Prior to Participation. If an employee who terminated prior to becoming a participant incurs a break in service, and if the number of his consecutive one-year breaks in service equals or exceeds the number of his years of pre-break service, his pre-break service shall not be counted for any purpose under the plan in the event of his return to service with the employer. However, if such employee returns to service before the number of his consecutive one-year breaks in service equals the number of his years of pre-break service, his pre-break and post-break service shall be aggregated for all purposes under the plan.

Break in Service - Nonvested Participant. In the case of a nonvested participant, his employer contributions account shall be forfeited as of the date the first one-year break in service occurs, and such amount shall not be restored by any post-break service. If such employee returns to service with the employer before the number of his consecutive one-year breaks in service equals or exceeds the number of years of pre-break service, his pre-break and post-break service shall be aggregated for all other purposes under the plan. Such employee shall commence participation in the plan immediately upon his re-employment, provided he is then in the eligible class and agrees in writing to make any contribution required of him. However, if the employee's number of consecutive one-year breaks in service equals or exceeds the number of his years of pre-break service, his pre-break service shall not be counted for any purpose under the plan in the event of his return to service with the employer.

Break in Service - Vested Participant. In the case of a vested participant, the nonvested portion of his employer contributions account shall be forfeited as of the date the first one-year break

in service occurs, and such amount shall not be restored by any post-break service. However, the employee's pre-break and post-break service shall be aggregated for all other purposes under the plan. Such employee shall commence participation in the plan immediately upon his re-employment, provided he is then in the eligible class and agrees in writing to make any contribution required of him.

Pre-Break Service for Eligibility. Solely for the purpose of determining eligibility to participate an employee will be credited with two years of pre-break service if he has completed at least one thousand (1000) hours of service in both the initial eligibility qualification period and the vesting computation period which includes the first anniversary of the employee's employment commencement date.

EXHIBIT C

Amendment No. 3

The Plan is hereby amended as of the effective date stated on each amended page by deleting from the Plan the page(s) thereof listed under Column I and inserting into the Plan the attached page(s) listed under Column II, each marked by "Amendment No. 3 - Effective January 1, 1980."

Column I	Column II
2020	
2121	

IN WITNESS WHEREOF, the duly authorized representative of the employer has caused this Amendment to be executed as of the date set forth beneath his signature.

CITY OF GRAND JUNCTION, COLORADO

By:

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Each participant may elect to make a voluntary contribution for each month prior to his late retirement date, subject to the following provisions and limitations:

(i) No participant shall have an obligation to make any voluntary contributions hereunder.

(ii) A participant may not make a voluntary contribution hereunder in any one month which is less than ten dollars (\$10), nor more than ten percent (10%) of his monthly earnings, excluding bonuses, overtime pay and special allowances or compensation.

In no event may any participant hereunder make monthly voluntary contributions to this plan and any other qualified retirement program sponsored by the employer which in the aggregate exceed ten percent (10%) of the participant's monthly earnings.

(iii) A participant may not make voluntary contributions to the plan during any period he is not accruing hours of service.

(iv) All voluntary participant contributions shall be nonforfeitable.

(v) A participant may elect to cease making voluntary contributions hereunder at any time. A participant electing to cease making voluntary contributions hereunder may not again elect to make voluntary contributions until the month of November following cessation. Such participant's voluntary contributions shall recommence as of January 1 next following such election.

(vi) A participant may not elect to change the percentage amount of his voluntary contributions more than once each plan year. Such election shall be permitted only during the month of November in each plan year to take effect as of the January 1 next following such election.

(vii) A participant may elect to make a withdrawal of his voluntary contributions not more than once each plan year. The amount a participant may withdraw may not exceed the amount of his actual voluntary contributions under the plan. Any investment gains shall remain in the participant's voluntary contributions account to be distributed upon his retirement, death or termination.

If a participant withdraws all or a portion of his actual voluntary contributions, he may continue making voluntary contributions under the plan. A participant may not withdraw his voluntary contributions after he has elected to receive such contributions in the form of an annuity under the plan.

(viii) A participant may allocate his voluntary contributions between the guaranteed account and/or the variable account maintained under the policy. A participant may elect to change his allocation between the guaranteed account and/or the variable account or transfer all or a portion of the amount accumulated on his behalf from one percent to the other. However, such election by the participant shall be permitted only during the month of

November in each plan year to take effect as of the next following January 1, and not more than one change and one transfer may be made during each such plan year.

The change and transfer restriction applies to all contributions allocated by a participant. If a participant desires to change or transfer required contributions, as well as voluntary contributions, the change and/or transfer must be made at the same time.

(ix) Any election by a participant must be in writing on a form provided by the administrator which specifically effects such election.

Voluntary Contributions Account. On any date, each participant's voluntary contributions account shall consist of his voluntary contributions, if any, plus the net investment results credited to the account, less any withdrawals he has made, and less any expenses charged to the account.

Disposition of Voluntary Contributions Account. If a participant's service terminates for any reason, his voluntary contributions account shall be distributed in the following manner:

Retirement. Each participant who has made voluntary contributions may elect an additional retirement benefit in one of the forms described below:

A. A lump sum payment equal to the participant's voluntary contributions account as of the date the benefit is being determined.

B. An annuity in the same form as that under which his normal retirement benefit is to be paid, with monthly payments equal to the amount which can be provided by applying the participant's voluntary contributions account as a premium at the annuity purchase rates in effect under the policy as of the date the benefit is being determined.

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

RESOLUTION CONCERNING THE ASSESSMENT OF PROPERTIES IN SPECIAL IMPROVEMENT DISTRICT NO. ST-80, PHASE A

The following Resolution was read:

RESOLUTION

CONCERNING THE ASSESSMENT OF PROPERTIES IN SPECIAL IMPROVEMENT DISTRICT NO. ST-80, PHASE A.

WHEREAS, the City Council has by Resolution created Special

Improvement District No. ST-80, Phase A; and

WHEREAS, Warren F. Reams, a landowner whose property has been included in the Special Improvement District, has filed an action in the District Court in Mesa County asking that he be relieved from assessment within the District; and

WHEREAS, Reams has included as parties Defendant within that action the other owners of property along the street a part of the cost of construction of which is proposed to be assessed against the Reams property, apparently with the thought that, in the event a part or all of the Reams assessment is found to be improper in amount, such improper amount may be apportioned among the others who abut the street being constructed; and

WHEREAS, the City Council has determined the method of assessment to be used in the District, believes it to be a fair and proper one, benefitting the properties in the amount to be assessed against each on the basis of the proposed method of assessment, and believes that to cause the other properties to pick up any or all of the assessment proposed to be levied against the Reams property would be manifestly unfair to the owners of the other properties;

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

That, in the event it is determined by a Court of competent jurisdiction that all or any part of the amount proposed to be assessed against the Reams property for the construction of 28 1/4 Road in the Special Improvement District, when that amount is finally determined upon the basis of the proposed method of assessment, may not be assessed against the Reams property, such amount will not be assessed against the other properties abutting the road, adding to those assessments, but will be absorbed by the taxpayers of the City of Grand Junction and paid by the City to complete the District.

PASSED and ADOPTED this 2nd day of July, 1980.

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

Attest:

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

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

RESOLUTION CONCERNING THE BONDS OF SPECIAL IMPROVEMENT DISTRICT NO. ST-80, PHASE A

The following Resolution was read:

RESOLUTION

CONCERNING THE BONDS OF SPECIAL IMPROVEMENT DISTRICT NO. ST-80, PHASE A.

WHEREAS, the City Council has heretofore authorized the sale of bonds to cover the costs of improvements within Special Improvement District No. ST-80, Phase A, and

WHEREAS, an action has been brought by one of the owners of property within the district contesting the assessment against the property owned by him; and

WHEREAS, the purchaser of the bonds, Boettcher & Company, needs assurance that in the event the landowner should prevail in his action to avoid any or all of any assessment against the property, monies would be available to pay interest on the bonds and retire them when due, in accordance with the provisions of the Ordinance authorizing the sale of bonds for the district;

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

In the event of success, in whole or in part, of the action brought concerning an assessment against the property of Warren F. Reams in Special Improvement District No. ST-80, Phase A, the City of Grand Junction will cause to be paid from currently available funds into the District bond fund the difference between the assessment finally determined upon the Reams property and the amount found assessable against that property by Court of competent jurisdiction or through any agreement between the City and Reams.

PASSED and ADOPTED this 2nd day of July, 1980.

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

Attest:

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

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

I.D. ST-80, PHASE B (VARIOUS STREETS & ALLEYS) - RESOLUTION OF INTENT TO CREATE - APPROVED - RESOLUTION ADOPTING DETAILS, PLANS AND SPECS AND GIVING NOTICE OF HEARING - APPROVED

The following Resolution of intent to create special improvement district ST-80, Phase B, was read:

RESOLUTION

DECLARING THE INTENTION OF THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO, TO CREATE WITHIN SAID CITY A LOCAL IMPROVEMENT DISTRICT NO. ST-80, PHASE B, AND AUTHORIZING THE CITY ENGINEER TO PREPARE DETAILS AND SPECIFICATIONS FOR THE SAME.

WHEREAS, the City Council has determined the desirability of the construction of the following improvements:

1. Main Street and Highway 6 & 24 Frontage Road from 19th Street to 21st Street.

To include: combination curb, gutter, and sidewalk on the north side with a base course material under 6 foot to 15 foot (varies) wide mat of Hot Mix Bituminous paving to match edge of existing pavement.

21st Street from Highway 6 & 24 Frontage Road to Rood Avenue.

To include: Combination curb, gutter, and sidewalk on the west side with a base course material under a 10 foot wide mat of Hot Mix Bituminous paving to match edge of existing pavement.

Rood Avenue from 19th Street to 21st Street.

To include: combination curb, gutter, and sidewalk on the south side with a base course material under the 8 foot wide mat of Hot Mix Bituminous paving to match edge of existing pavement.

2. 17th Street from Main Street south to the east-west alley.

To include: combination vertical curb and gutter with 4 foot detached sidewalks and a base course material under a 34-foot wide mat of Hot Mix Bituminous paving from lip of gutter to lip of gutter and such storm drainage facilities as deemed necessary by the City Engineer.

Part of an alley that was between 17th Street and I-70 Business Loop which is approximately 140 feet west and approximately 85 feet east of 17th Street south of Main Street.

To include: A 16-foot wide mat of Hot Mix Bituminous paving over a base course material.

3. Wellington Avenue from Little Bookcliff Drive to 11th Street and 11th Street from Bookcliff Avenue to Wellington Avenue.



To include: combination vertical curb and gutter with detached sidewalks, with a base course material under a 34-foot wide mat of Hot Mix Bituminous paving from lip of gutter to lip of gutter.

4. Patterson Road from 28 1/4 Road to 28 1/2 Road.

To include: combination vertical curb and gutter with 8-foot detached sidewalk, with a base course material under a 20.5 feet wide mat of Hot Mix Bituminous paving from lip of gutter to match line 10 foot south of monument line.

5. Mulberry Street from existing pavement north of Highway 340 (Grand Avenue) to existing pavement of Highway 6 & 50 Frontage Road.

To include: combination curb, gutter, and sidewalk on the west side and combination curb and gutter with no parking on the east side with a base course material under a 32-foot wide mat of Hot Mix Bituminous paving from lip of gutter to lip of gutter.

6. Crestview Drive from Bell Ridge Court south approximately 150 feet.

To include: combination vertical curb, gutter, and sidewalk with a base course material under a 34-foot wide mat of Hot Mix Bituminous paving from lip of gutter to lip of gutter.

7. West Hall Avenue from Bass Street, east to existing street improvements.

To include: grading and leveling base course material under a 30.5 foot wide mat of Double Penetration surfacing using rubberized oil with 3/4 inch chips on the bottom course and 3/8 inch chips on the top course. The City does not guarantee the service life of this surface.

8. Alley from First Street to Second Street, between Gunnison Avenue and Hill Avenue.

To include: 16-foot wide mat of Hot Mix Bituminous paving over a base course material.

9. Alley from Second Street to Third Street, between North Avenue and Belford Avenue.

To include: 16-foot wide mat of Hot Mix Bituminous paving over a base course material.

10. Alley from 18th Street to 21st Street, between North Avenue and Bunting Avenue.

To include: 16-foot wide mat of Hot Mix Bituminous paving over a base course material.

11. Alley from 23rd Street to 25th Street, between North Avenue and Bunting Avenue.

To include: 16-foot wide mat of Hot Mix Bituminous paving over a base course material.

Where acceptable curb, gutter and/or sidewalk exists, credit will be given.

WHEREAS, the City Council deems it advisable to take the necessary preliminary proceedings for the creation of a special improvement district;

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

That the district of land to be assessed is described as follows:

1. Beginning 720.5 ft S and 2285.9 ft W from the E4 Cor of said Section 13; thence E 130 ft; thence S 234.76 ft; thence S 72 deg. 52 min. W to a point S of the Point of Beginning; thence N 274.1 ft to the Point of Beginning. Also, Beginning 721.5 ft S and 2485.9 ft W of the E4 Cor of said Section 13; thence N 89 deg. 43 min. E along the S right of way line of Rood Avenue 200 ft; thence S 274.1 ft to the N right of way line of Highway 6 & 24; thence S 72 deg. 52 min. W 7.93 ft along said Highway; thence W 192.4 ft along said Highway; thence N 275.5 ft to the Point of Beginning. Also, Beginning 721.5 ft S and 2485.9 ft W from the E4 Cor of said Section 13; thence S 275.5 ft; thence W 150 ft; thence N 274.74 ft; thence E to the Point of Beginning; Also, Beginning 719.87 ft S and 2155.9 ft W of the E4 Cor of said Section 13; thence N 89 deg. 43 min. E 150 ft; thence S 189.34 ft to the N right of way line of Highway 6 & 24; thence S 72 deg. 52 min. W along said Highway 156.7 ft; thence N 234.76 ft to the Point of Beginning. Also, Lots 1 to 24 inclusive of Block 5 in East Main Street Addition.

2. Tracts of land within the NE Quarter (NE4) of the SW Quarter (SW4) of Section 13, T1S, R1W of the Ute Meridian more particularly described as follows:

Lots 7 to 10 inclusive of Block C and Lot 1 in Block 6 of East Main Street Addition. Also, Beginning at a point that is N 89 deg. 57 min. 00 sec. W, 741 ft from the SE Cor of the NE4 of said Section 13; thence N 89 deg. 57 min. 00 sec. W, 400 ft; thence N 89.13 ft; thence S 89 deg. 57 min. 00 sec. E 400 ft to the Point of Beginning. Also, Beginning S 89 deg. 57 min. 00 sec. W 70 ft from the SE Cor of the SW4NE4SW4 of said Section 13; thence N 89.13 ft; thence N 89 deg. 57 min. 00 sec. W 10 ft; thence S 89.13 ft; thence S 89 deg. 57 min. 00 sec. E 10 ft to the Point of Beginning. Also, The E 70 ft of that part of the SW4NE2SW4 of said Section 13 lying S of East Main Street Addition. Also, Beginning 631 ft W of the SE Cor of the NE4SW4 of said Section 13; thence W

30 ft; thence N 89.13 ft; thence E 30 ft; thence S to the Point of Beginning. Also, Beginning 546 ft W of the SE Cor of the NE4SW4 of said Section 13; thence W 85 ft; thence N 89.13 ft; thence E 85 ft; thence S to the Point of Beginning.

3. Beginning at the NE Cor of Lot 4 of Capitol Hill Subdivision; thence W 590.5 ft; thence N 1 deg. 07 min. 00 sec. E 523 ft; thence N 32 deg. 26 min. 00 sec. E 36.5 ft to a point on the S right of way line of the Grand Valley Canal; thence SErly along said S right of way line of said canal to the place of beginning. Also, Beginning at a point 363 ft W of the SE Cor of Lot 4 in Capitol Hill Subdivision; thence W 267 ft; thence N 330 ft; thence E 267 ft; thence S to the Point of Beginning. Also, Beginning at a point 643 ft W of the SE Cor of Lot 4 in Capitol Hill Subdivision; thence W 90 ft; thence N 150 ft; thence E 90 ft; thence S to the Point of Beginning. Also, Beginning at a point 30 ft N of the Sw Cor of Lot 4 Capitol Hill Subdivision; thence E 148 ft; thence N 580 ft; thence W 68.36 ft; thence S 33 deg. 02 min. 00 sec. W 691.94 ft; thence E 297.49 ft to the Point of Beginning. Also, Lot 1 thru 4 in Little Bookcliff Subdivision.

All of the above described land within the limits of the City of Grand Junction, Mesa County NE4NE4 of Section 11, T1S, R1W of the Ute Meridian.

4. "The Falls" Filing No. One as amended; Also beginning 420 ft E of the NW Cor of the NE4NW4 in Section 7; T1S, R1E, Ute Meridian; thence E 240 ft; thence S 400 ft; thence W 240 ft; thence N 400 ft to the Point of Beginning.

5. Tracts of land that are part of the SE4NE4 of Section 15, T1S, R1W of the Ute Meridian, more particularly described as follows:

Lots 1 to 4 and Lots 18 to 22 of Block 1 in Carpenter's Subdivision #2; Also, Beginning 45 ft W and 90 ft N of the SE Cor of the NW4SE4NE4 of said Section 15; thence N 100 ft; thence W 61 ft; thence SWerly to a point 80 ft W of the point of beginning; thence E to the point of beginning. Also, Beginning 45 ft W of the SE Cor of the NW4SE4NE4 of said Section 15; thence W 41.5 ft; thence N 25 ft; thence W 38.5 ft; thence N 65 ft; thence E 80 ft; thence S 90 ft to the Point of Beginning; Also, that part of Lot 1 Block 3 of Six and Fifty West Subdivision described as follows: Beginning S 33 deg. 07 min. 46 sec. E, 134 ft; thence N 56 deg. 52 min. 14 sec. E, 20 ft; thence S 33 deg. 07 min. 46 sec. E 51.32 ft; thence S 10 deg. 51 min. 18 sec. W 206.48 ft; thence S 0 deg. 05 min. 49 sec. W 65 ft from the NE Cor of said Lot 1; thence S 89 deg. 54 min. 18 sec. E, 38.5 ft; thence S 0 deg. 05 min. 42 sec. W, 25.17 ft; thence N 89 deg. 54 min. 18 sec. W, 38.5 ft; thence N 0 deg. 05 min. 42 sec. E 25.17 ft to the point of beginning as described in Book 1147 page 603 filed with the Mesa County Clerk and Recorder's office. Also, Beginning 97.4 ft N of the SW Cor of the SE4SE4NE4 of said Section 15; thence N to a point 527.02 ft S of the N line of the SE4NE4 of said Section 15; thence E to the Highway; thence SErly along the highway to a point 394 ft N of the

S line of the said SE4NE4; thence W to a point 15 ft E of the W line of the said SE4NE4; thence S 296.6 ft; thence W 15 ft to the point of beginning.

All within the limits of the City of Grand Junction, Mesa County, Colorado.

6. Lot 1 in Block 3 and Lot 15 in Block 2 of Bell Ridge Subdivision, Filing No. 1.

7. Lots 7 thru 10 of Shaws Subdivision Amended of Tract C of West Lake Park Subdivision, Section 10, T1S, R1W of the Ute Meridian, all within the limits of the City of Grand Junction, Mesa County, Colorado.

8. All of Block 34 in the City of Grand Junction, Mesa County, Colorado.

9. Lots 1 thru 32 in Block 10 of the City of Grand Junction; All within the NE4 of Section 14, T1S, R1W, of the Ute Meridian and the limits of the City of Grand Junction, Mesa County, Colorado.

10. Lots 1 thru 4 in Block 6 of Elmwood Plaza Subdivision Replat; Also, Lots 1 thru 19 in Block 6 of Arcadia Village Sub; All in SE4 of Section 12, T1S, R1W of the Ute Meridian and within the limits of the City of Grand Junction, Mesa County, Colorado.

11. Lots 1 to 11, the N 125 ft of Lots 12 and 13, all of Lots 14, 15, 16, 17 and 20 in Block 3 of Teller Acres Subdivision, All within the limits of the City of Grand Junction, Mesa County, Colorado.

That the City Engineer be, and he is hereby, authorized and directed to have prepared and filed full details, plans and specifications for such sidewalk, curb, gutter and street paving and estimate of the total costs thereof, exclusive of the per centum for cost of collection and other incidentals, and of interest to the time the first installment became due; and a map of the district to be assessed, from which the approximate share of said total cost that will be assessed upon each piece of real estate in the district may be readily ascertained, all as required by Ordinance No. 178, as amended, City of Grand Junction, Colorado.

PASSED and ADOPTED this 2nd day of July, 1980.

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

Attest:

\_\_\_\_\_

City Clerk

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

The following Resolution adopting details, plans, and specs and giving notice of hearing on I.D. ST-80, Phase B, was read:

RESOLUTION

ADOPTING DETAILS, PLANS AND SPECIFICATIONS FOR CONSTRUCTING SIDEWALKS, CURBS AND GUTTERS AND PAVING STREETS IN THE CITY OF GRAND JUNCTION, COLORADO, IN IMPROVEMENT DISTRICT ST-80, PHASE B, DETERMINING THE NUMBER OF INSTALLMENTS AND THE TIME IN WHICH THE COST OF SAID IMPROVEMENTS SHALL BE PAYABLE, THE RATE OF INTEREST ON UNPAID INSTALLMENTS AND THE DISTRICT OF LANDS TO BE ASSESSED WITHIN THE COST OF THE PROPOSED IMPROVEMENTS, AND AUTHORIZING NOTICE OF INTENTION TO CREATE SAID DISTRICT AND OF A HEARING THEREON.

WHEREAS, on July 2, 1980, the City Council of the City of Grand Junction, Colorado, by a Resolution authorized the City Engineer to prepare and file full details, plans and specifications for constructing sidewalks, curbs, gutters and paving streets in said City within proposed Improvement District No. ST-80, Phase B, together with an estimate of the total cost of such improvements and a map of the District to be assessed; and

WHEREAS, said City Engineer has fully and strictly complied with the directions so given, and has filed such details, plans and specifications, estimate and map, all in accordance with said Resolution and the requirements of Ordinance No. 178, as amended, of said City;

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

Section 1. That said details, plans and specifications, estimates and map be and the same are hereby approved and adopted.

Section 2. That the district of lands to be assessed are as follows:

1. Main Street and Highway 6 & 24 Frontage Road from 19th Street to 21st Street.

To include: combination curb, gutter, and sidewalk on the N side with a base course material under 6 foot to 15 foot (varies) wide mat of Hot Mix Bituminous paving to match edge of existing pavement.

21st Street from Highway 6 & 24 Frontage Road to Rood Avenue.

To include: combination curb, gutter, and sidewalk on the W side with a base course material under a 10 foot wide mat of Hot Mix Bituminous paving to match edge of existing pavement.

Rood Avenue from 19th Street to 21st Street.

To include: combination curb, gutter, and sidewalk on the S side with a base course material under an 8-foot wide mat of Hot Mix Bituminous paving to match edge of existing pavement.

2. 17th Street from Main Street south to the E-W alley.

To include: combination vertical curb and gutter with 4-foot detached sidewalks and a base course material under a 34-foot wide mat of Hot Mix Bituminous paving from lip of gutter to lip of gutter and such storm drainage facilities as deemed necessary by the City Engineer.

Part of an alley that was between 17th Street and I-70 Business Loop which is approximately 140 feet W and approximately 85 feet E of 17th Street S of Main Street.

To include: A 16-foot wide mat of Hot Mix Bituminous paving over a base course material.

3. Wellington Avenue from Little Bookcliff Drive to 11th Street and 11th Street from Bookcliff Avenue to Wellington Avenue.

To include: combination vertical curb and gutter with detached sidewalks, with a base course material under a 34-foot wide mat of Hot Mix Bituminous paving from lip of gutter to lip of gutter.

4. Patterson Road from 28 1/4 Road to 28 1/2 Road.

To include: combination vertical curb and gutter with 8-foot detached sidewalk, with a base course material under a 20.5 feet wide mat of Hot Mix Bituminous paving from lip of gutter to a match line 10-foot S of monument line.

5. Mulberry Street from existing pavement N of Highway 340 (Grand Avenue) to existing pavement of Highway 6 & 50 Frontage Road.

To include: combination curb, gutter, and sidewalk on the W side, and combination curb and gutter with no parking on the E side with a base course material under a 32-foot side mat of Hot Mix Bituminous paving from lip of gutter to lip of gutter.

6. Crestview Drive from Bell Ridge Court S approximately 150 feet.

To include: combination vertical curb, gutter, and sidewalk with a base course material under a 34-foot mat of Hot Mix Bituminous paving from lip of gutter to lip of gutter.

7. West Hall Avenue from Bass Street, E to existing street

improvements.

To include: grading and leveling base course material under a 30.5 foot wide mat of Double Penetration surfacing using rubberized oil with 3/4 inch chips on the bottom course and 3/8 inch chips on the topcourse. The City does not guarantee the service life of this surface.

8. Alley from First Street to Second Street, between Gunnison Avenue and Kill Avenue.

To include: 16-foot wide mat of Hot Mix Bituminous paving over a base course material.

9. Alley from Second Street to Third Street, between North Avenue and Belford Avenue.

To include: 16-foot wide mat of Hot Mix Bituminous paving over a base course material.

10. Alley from 18th Street to 21st Street, between North Avenue and Bunting Avenue.

To include: 16-foot wide mat of Hot Mix Bituminous paving over a base course material.

11. Alley from 23rd Street to 25th Street, between North Avenue and Bunting Avenue.

To include: 16-foot wide mat of Hot Mix Bituminous paving over a base course material.

All installations to be constructed in accordance with General Conditions, Specifications and Details for Street Improvement Projects, City of Grand Junction, Colorado. Where acceptable curb, gutter and or sidewalk exists, credit will be given.

Section 3. The assessments to be levied against the property in the said District to pay the cost of such improvements shall be due and payable, without demand within thirty (30) days after the ordinance assessing such costs becomes final, and, if paid during this period, the amount added for costs of collection and other incidentals shall be deducted; provided that all such assessments may, at the election of the owner of the property in said District be paid in ten (10) equal installments, the first of which shall be payable at the time the next installment of general taxes is, by the laws of the State of Colorado, made payable, after the expiration of said thirty-day period; and the following annual installments shall be paid on or before the same date each year thereafter, with interest, in all cases, on unpaid principal, payable annually at a rate not to exceed the amount established by the City Council in the assessing ordinance.

Section 4. Notice of Intention to Create said Improvement District

No. ST-80, Phase B, and of a hearing thereon, shall be given by advertisement in one issue of The Daily Sentinel, a newspaper of general circulation published in said City, which Notice shall be in substantially the following form:

NOTICE

OF INTENTION TO CREATE IMPROVEMENT DISTRICT NO ST-80, PHASE B, IN THE CITY OF GRAND JUNCTION, COLORADO, AND OF A HEARING THEREON.

PUBLIC NOTICE IS HEREBY GIVEN to the owner of real estate in the District hereinafter described, and to all persons generally interested that the City Council of the City of Grand Junction, Colorado, intends to create Improvement District No. ST-80, Phase B, in said City for the purpose of constructing sidewalks, curbs and gutters and paving streets to serve the property hereinafter described, which lands are to be assessed with the cost of the improvements, to wit:

Beg 720.5 ft S and 2285.9 ft W fr E4 Cor Sec 13 1S 1W E 130.0 ft S 234.76 ft S 72 deg. 52 min. W to a Pt S of Beg N 274.1 ft to Beg and also Beg 721.5 ft S and 2485.9 ft W of E4 Cor Sec 13 1S 1W N 89 deg. 43 min. E along S Li Road Avenue 200 ft S 274.1 ft to N Li Hwy S 72 deg. 52 min. W 7.93 ft along Hwy W 192.4 ft along Hwy N 275.5 to beginning.

Beg 721.5 ft S and 2485.9 ft W fr E4 Cor Sec 13 1S 1W S 275.5 ft W 150 ft N 274.74 ft E to Beg

Beg 719.87 ft S and 2155.9 ft W of E4 Cor Sec 13 1S 1W N 89 deg. 43 min. E 150 ft S 189.34 ft to N Li Hwy ROW S 72 deg. 52 min. W along Hwy 156.7 ft N 234.76 ft to Beg.

Lot 1 to 24 Inc Blk 5 E Main Street Addition.

Beg 546 ft W of SE Cor NE4SW4 Sec 13 1S 1W 85 ft N 89.13 ft S to Beg.

E 70 ft of that Pt of SW4NE4SW4 lying S of East Main Street Sub Sec 13 1S 1W.

Beg 631 ft W of SE Cor NE4SW4 Sec 13 1S 1W W 30 ft N 89.13 ft E 30 ft S to Beg.

Beg N 89 deg. 57 min. W 741 ft from SE Cor NE4SW4 Sec 13 1S 1W N 89 deg. 57 min. W 400 ft N 89.13 ft S 89 deg. 57 min. E 400 ft S to Beg and also Beg N 89 deg. 57 min. W 1141 ft fr SE Cor NE4SW4 Sec 13 1S 1W N 89 deg. 57 min. W 40 ft N 89.13 ft S 89 deg. 57 min. E 40 ft S 89.13 ft to Beg.

Lot 1 Blk 6 East Main Street Addition.

Lot 2 Blk 6 East Main Street Addition.



Lots 7 to 10 Inc Blk C East Main Street Addition.

Beg S 89 deg. 57 min. E 588 ft fr NW Cor SE4NW4 Sec 13 1S 1W S 31 deg. 49 min. E 113.85 ft S 59 deg. 56 min. W 222.6 ft along Arc of a curve the Chord bears S 71 deg. 26 min. W 427.8 ft N 47 deg. 52 min. W 67.1 ft N 300.16 ft E to Beg and S 89.13 ft S 89 deg. 67 min. E 10 ft to Beg. Also Beg S 89 deg. 57 min. W 70 ft fr SE Cor SW4NE4SW4 Sec 13 N 89.13 ft N 89 deg. 57 min. W 10 ft.

Beg NE Cor Lot 4 Capitol Hill Sub Sec 11 1S 1W W 590.5 ft N 1 deg. 7 min. E 523 ft N 32 deg. 26 min. E 36.5 ft to S Li of Grand Valley Canal SEly along Canal to Beg.

Beg 363 ft W of SE Cor Lot 4 Capitol Hill Sub Sec 11 1S 1W W 267 ft N 330 ft E 267 ft S to Beg.

Beg 643 ft W of SE Cor Lot 4 Capitol Hill Sub Sec 11 1S 1W W 90 ft N 150 ft E 90 ft S to Beg Exc S 15 ft for Road.

Beg 30 ft N of SW Cor Lot 4 Capitol Hill Sub E 148 ft N 580 ft W 68.36 ft S 33 deg. 02 min. W 691.94 ft E 297.49 ft to Beg Sec 10 1S 1W.

Lot 1 in Little Bookcliff Sub.

Lot 2 in Little Bookcliff Sub.

Lot 3 in Little Bookcliff Sub.

Lot 4 in Little Bookcliff Sub.

Lot 1 in Block 1 "The Falls" Filing No. One as Amended, Section 7, T1S, R1E, Ute Meridian.

Lot 2 in Block 1 "The Falls" Filing No. One as Amended, Section 7, T1S, R1E, Ute Meridian.

Lot 3 in Block 1 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 4 in Block 1 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 5 in Block 1 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 6 in Block 1 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 7 in Block 1 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 8 in Block 1 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 9 in Block 1 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 10 in Block 1 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 11 in Block 1 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 12 in Block 1 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 13 in Block 1 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 14 in Block 1 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 15 in Block 1 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 16 in Block 1 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 17 in Block 1 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 18 in Block 1 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 19 in Block 1 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 20 in Block 1 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 21 in Block 1 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 22 in Block 1 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 23 in Block 1 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Tract A in Block 1 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 1 in Block 2 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 2 in Block 2 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 3 in Block 2 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 4 in Block 2 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 5 in Block 2 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 6 in Block 2 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 7 in Block 2 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Tract F in Block 2 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Tract G in Block 2 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Tract I in Block 2 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 1 in Block 3 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 2 in Block 3 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 3 in Block 3 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 4 in Block 3 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 5 in Block 3 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 6 in Block 3 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 7 in Block 3 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 8 in Block 3 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 9 in Block 3 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 10 in Block 3 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Tract B in Block 3 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 1 in Block 4 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 2 in Block 4 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 3 in Block 4 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 4 in Block 4 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 5 in Block 4 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 6 in Block 4 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 7 in Block 4 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 8 in Block 4 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Tract D in Block 4 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Tract E in Block 4 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 1 in Block 5 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 2 in Block 5 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 3 in Block 5 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 4 in Block 5 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 5 in Block 5 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 6 in Block 5 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Lot 7 in Block 5 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Tract C in Block 5 "The Falls" Filing No. One as Amended, Section 7, T1S R1E Ute Meridian.

Beg 97.4 ft N of SW Cor SE4SE4NE4 Sec 15 1S 1W N to a Pt 527.02 ft S of N Li SE4NE4 Sec 15 E to Hwy SEly along Hwy to a Pt 394 ft N of S Li SE4NE4 W to a Pt 15 ft E of W Li SE4NE4 S 296.6 ft W 15 ft to Beg.

Lots 1, 2, 3 and 4 Block 1 Carpenters Sub No. 2 Sec 15 1S 1W.

Lots 18 to 22 Inc Blk 1 Carpenters Sub 2.

Beg 45 ft W and 90 ft N of SE Cor NW4SE4NE4 Sec 15 1S 1W N 100 ft W 61 ft SWly to a Pt 80 Ft W of Beg E to Beg and Beg 45 ft W of SE Cor NW4SE4NE4 Sec 15 1S 1W w 41.5 ft N 25 ft W 38.5 ft N 65 ft E 80 ft S 90 ft to Beg and that Pt Lot 1 Blk 3 Six and Fifty West Sub Sec 15 1S 1W Beg S 33 deg. 07 min. 46 sec. E 134.0 ft N 56 deg. 52 min. 14 sec. E 20.0 ft S 33 deg. 07 min. 46 sec. E 51.32 ft S 10 deg. 51 min. 18 sec. W 206.48 ft S 0 deg. 05 min. 49 sec. W 65.0 ft fr NE Cor Lot 1 Blk 3 S 89 deg. 54 min. 18 sec. E 38.50 ft S 0 deg. 05 min. 42 sec. W 25.17 ft to Beg as Desc in Book 1147 page 603 County Clerk's Office.

Lot 1 in Block 3 of Bell Ridge Sub Filing No. One Sec 1 T1S R1W Ute Meridian.

Lot 15 in Block 2 of Bell Ridge Sub Filing No. One Sec 1 T1S R1W Ute Meridian.

Lot 10 Shaws Sub Amended of TR C West Lake Park Sub Sec 10 1S 1W.

Lot 9 Shaws Sub Amended of TR C West Lake Park Sub Sec 10 1S 1W.

Lot 8 Shaws Sub Amended of TRC West Lake Park Sub Sec 10 1S 1W.

Lot 7 Shaws Sub Amended of TRC West Lake Park Sub Sec 10 1S 1W.

Lots 13, 14, 15 Blk 34 Grand Junction.

Lots 16 to 18 Inc Blk 34 Grand Junction.

Lots 19 and 20 Blk 34 Grand Junction.

Lot 21 Blk 34 Grand Junction.

Lot 22 Blk 34 Grand Junction.

Lots 23 and 24 Blk 34 Grand Junction.

Lots 1 thru 12 Inc Blk 34 Grand Junction.

Lots 1 to 12 Inc Blk 10 Grand Junction.

Lots 13 to 16 Inc Blk 10 Grand Junction.

Lots 17 and 18 Blk 10 Grand Junction.

Lots 19 and 20 Blk 10 Grand Junction.

Lots 27 to 32 Inc Blk 10 Grand Junction.

Lots 21 to 26 Inc Blk 10 Grand Junction.

Lots 1 to 3 Inc Blk 6 Elmwood Plaza Refile and W 10 ft of Vac Alley on E.

Lots 4 and 5 Blk 6 Elmwood Plaza.

Lot 2 Blk 6 Arcadia Village Refile.

Lot 3 Blk 6 Arcadia Village Refile.

Lot 4 Blk 6 Arcadia Village Refile.

Lot 5 Blk 6 Arcadia Village Refile.

Lot 6 Blk 6 Arcadia Village Refile.

Lot 7 Blk 6 Arcadia Village Refile.

Lot 8 Blk 6 Arcadia Village Refile.

Lot 9 Blk 6 Arcadia Village Refile.

Lot 10 Blk 6 Arcadia Village Refile.

Lot 11 Blk 6 Arcadia Village Refile.

Lots 18 and 19 Blk 6 Arcadia Village Refile.

Lot 15 exc E 15 ft and all Lots 16 and 17 Blk 6 Arcadia Village Refile.

Pt Lots 13 and 14 Blk 6 Arcadia Village Refile Desc as follows:  
Beg N 0 deg. 04 min. 30 sec. W 125.0 ft and N 89 deg. 54 min. W 150 ft and N 0 deg. 04 min. 30 sec. W 8.0 ft fr SE Cor Sd Blk 6 N 89 deg. 54 min. W 82.85 ft N 0 deg. 06 min. 20 sec. W 137.0 ft S 89 deg. 54 min. E 82.92 ft S 0 deg. 04 min. 30 sec. E 137.07 ft to Beg.

Pt Lot 13 Blk 6 Arcadia Village Sub Refile Beg NE Cor Lot 13 Blk 6 N 89 deg. 54 min. W 67.08 ft S 0 deg. 04 min. 30 sec. E 145.0 ft S 89 deg. 54 min. E to E Li Lot 13 N along Sd E Li to Beg.

Beg N 0 deg. 04 min. 30 sec. W 125.0 ft fr SE Cor Lot 12 Blk 6 Arcadia Village Sub Refile N 0 deg. 04 min. 30 sec. W 145.0 ft N 89 deg. 54 min. W 82.92 ft to W Li Lot 12 S along Sd W Li to a Pt

N 89 deg. 54 min. W fr Beg S 89 deg. 54 min. E to Beg.

Lot 1 Blk 3 Teller Acres.

Lot 2 Blk 3 Teller Acres.

Lot 3 Blk 3 Teller Acres.

Lot 4 Blk 3 Teller Acres.

Lot 5 Blk 3 Teller Acres.

Lot 6 Blk 3 Teller Acres.

Lot 7 Blk 3 Teller Acres.

Lot 8 Blk 3 Teller Acres.

Lot 9 Blk 3 Teller Acres.

Lot 10 Blk 3 Teller Acres.

Lot 11 Blk 3 Teller Acres.

Lots 14 and 15 Blk 3 Teller Acres.

Lots 16 to 20 Inc Blk 3 Teller Acres.

N 125 ft of Lots 12 and 13 Blk 3 Teller Acres Sub.

Beg 420 ft E of NW Cor NE4NW4 Sec 7 1S 1E E 240 ft S 400 ft W 240 ft N 400 ft to Beg Exc Road.

Lot 1 Blk 6 Arcadia Village Refile.

Beg 420.0 ft E of NW Cor of NE4NW4 in Sec 7, T1S, R1E, Ute Meridian; E 240.0 ft S 400.0 ft W 240.0 ft N 400.0 ft to Beg.

Where acceptable curb, gutter and/or sidewalk exist, credit will be given. Any portion of the District cost not covered by said assessment shall be paid by the City.

The probable total cost of said improvements as shown by the estimate of the City Engineer is \$511,175.00, exclusive of collection, interest and incidentals. The estimated assessable cost is \$381,502.00, also exclusive of costs of collection, interest and incidentals.

The maximum share of such total cost shall be as follows:

Highway 6 & 24 Frontage Road from 19th to 21st Streets. 21st Street from Highway 6 & 24 Frontage Road to Rood Avenue, and Rood Avenue from 19th to 21st Streets. Developer - full cost of such improvements \$45.00 per front foot.

17th Street from Main Street South to the E-W alley and a portion of the alley W and E of 17th Street.

Street Developer - full cost of their half of such improvements 250.6 feet @ \$75.00 per front foot.

Alley Developer - full cost of their half of such improvements 167.23 feet @ \$18.00 per front foot.

Other - standard cost of their half of such improvements 159.23 feet @ \$12.00 per front foot.

Wellington Avenue from Little Bookcliff Drive to 11th Street and 11th Street from Wellington Avenue to Bookcliff Avenue.

Developer - full cost of their half of such improvements 2,261.63 feet @ \$60.00 per front foot.

Other - standard cost of their half of such improvements 150 feet @ \$40.00 per front foot.

Patterson Road from 28 1/4 Road to 28 1/2 Road, south boundary.

Developer - full cost of such improvement 691 feet @ \$90.00 per front foot.

Other - standard cost of their half of such improvements 240 feet @ \$60.00 per front foot.

Mulberry Street from West Ouray to Highway 6 & 50 Frontage Road.

Developer - full cost of their half of such improvements 415 feet (west) @ \$75.00 per front foot.

Developer - full cost of their half of such improvements 510 feet (east) @ \$45.00 per front foot.

Crestview Drive from Bell Ridge Drive, south approximately 150 feet.

Developer - full cost of their half of such improvements \$43.00 per front foot.

West Hall Avenue from Bass Street east to existing street improvements.

Full cost of their half of such improvements \$7.00 per front foot.

Alley from 1st to 2nd Streets between Gunnison and Hill Avenues.

Standard cost of their half of such improvements \$12.00 per front foot.



Alley from 2nd to 3rd Streets between North and Belford Avenues.

Standard cost of their half of such improvements \$12.00 per front foot.

Alley from 18th to 21st Streets between North and Bunting Avenue.

Standard cost of their half of such improvements \$12.00 per front foot.

Alley from 23rd to 25th Streets between North and Bunting Avenues.

Standard cost of their half of such improvements \$10.00 per front foot.

To the estimated assessable cost of \$381,502.00 (said amount reflects estimated credit for existing curb, gutter and/or sidewalk) to be borne by the property owners, there shall be added six (6) percent for costs of collection and incidentals, and also interest at the rate borne by the special assessment bonds of said District to the next succeeding date upon which general taxes, or the first installment thereof, are by the laws of the State of Colorado, made payable. The said assessment shall be due and payable, without demands, within thirty (30) days after the ordinance assessing such cost shall have become final, and if paid during such period, the amount added for costs of collection and incidentals shall be deducted; provided that all such assessments, at the election of the owners of the property in said District, may be paid in ten (10) annual installments which become due upon the same date upon which general taxes, or the first installment thereof, are by the laws of the State of Colorado, made payable. Interest not to exceed the amount established by the City Council in the assessing ordinance shall be charged on unpaid installments.

On August 6, 1980, at the hour of 7:30 o'clock p.m. in the City Council Chambers in City Hall of said city, the Council will consider objections that may be made in writing concerning the proposed improvements, by the owners of any real estate to be assessed, or by any person interested.

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

Dated at Grand Junction, Colorado, this 2nd day of July, 1980.

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

By:



development revenue bonds or other obligations pursuant to the Act; and

WHEREAS, the User has represented to the City that the Project has been designed to qualify as a "project" within the meaning of the Act; and

WHEREAS, the City has considered the User's proposal and has concluded that the economic benefit to the City will be substantial due to an increase in employment and the promotion of industry and development of trade and other economic activity within the City; and

WHEREAS, the City wishes to proceed with the financing of the Project; and

WHEREAS, the proposed issuance of the industrial development revenue bonds and the execution of related financing documents are not prohibited by any ordinances or rules of the City;

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

Section 1. In order to induce the User to complete the Project within the City, the City shall take all steps necessary or advisable to effect the issuance of industrial development revenue bonds or other obligations in a maximum aggregate principal amount of \$4,000,000. Said Series 1980 Bonds and the financing documents relating to said Bonds shall be subject to the terms and conditions of the Memorandum of Agreement between the City and the User attached hereto as Exhibit "A" and incorporated herein by specific reference. No costs are to be borne by the City in connection with the issuance of the Series 1980 Bonds.

Section 2. The terms and conditions of the Series 1980 Bonds and of the financing documents relating to said Bonds or other obligations will be mutually agreed upon by the City and the User, and prior to their execution, such documents will be subject to authorization by Ordinance of the City Council pursuant to law and any ordinances or rules of the City.

Section 3. The User has agreed to provide for reimbursement of all expenses incurred or to be incurred by the City related to the User's Project pursuant to the Memorandum of Agreement attached hereto as Exhibit "A".

Section 4. Neither the Series 1980 Bonds, including interest and any premiums thereon, nor anything contained in this Resolution shall constitute a debt or indebtedness of the City within the meaning of the Constitution or statutes of the State of Colorado, nor give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers. The Series 1980 Bonds shall be payable solely from and secured by a pledge of the revenues derived from and payable pursuant to the financing

documents referred to in Section 2 hereof.

Section 5. All commitments by the City made herein are subject to the condition that on or before one year from the date hereof, the City and the User shall have agreed to mutually acceptable terms for the Series 1980 Bonds or other obligations provided for hereunder, in an amount not to exceed \$4,000,000, and for the sale and delivery thereof.

Section 6. The form of Memorandum of Agreement presented to the City Council is approved and the President of the City Council and City Clerk are authorized to execute the Memorandum of Agreement, with such changes as the City Attorney may approve, on behalf of the City. The President of the City Council, City Clerk, City Attorney, City Manager, and other officers and agents of the City are hereby authorized to initiate and assist in the preparation of such documents as may be appropriate to the Series 1980 Bonds.

INTRODUCED, PASSED and ADOPTED this 2nd day of July, 1980.

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

Attest:

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

EXHIBIT A

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is between the City of Grand Junction, Colorado (the "City") and Los Luneros, a general partnership under the laws of the State of Colorado (the "User").

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

(a) The City is a municipal corporation in the State of Colorado, a body politic and corporate, authorized and empowered by Title 29, Article 3, of the Colorado Revised Statutes 1973, as amended (the "Act") to issue development revenue bonds to finance one or more projects, including any land, building or other improvement and all real or personal properties suitable or used for or in connection with any manufacturing, industrial, commercial, agricultural or business enterprise, upon such terms and conditions as the City Council of the City of Grand Junction (the "City Council") deems advisable.

(b) In order to increase employment and in order to promote

industry and develop trade and other economic activity within the City of Grand Junction, State of Colorado: (1) the User proposes to develop land as a site for and acquire, construct, improve and equip the building, other improvements and all necessary and appurtenant real and personal properties, whether or not now in existence, constituting an office building located within the City (the "Project"), (2) pursuant to a Loan Agreement between City and User, not to exceed \$4,000,000, (the "Loan Agreement") City will loan the proceeds of its industrial development revenue bonds or other obligation (the "Series 1980 Bonds") to the User for such acquisition, construction, improvement and equipment, and (3) the User will make loan repayments under said Agreement sufficient to pay the principal of, premiums, if any, and interest on the Series 1980 Bonds or other obligation.

(c) The City has indicated its willingness to proceed with the issuance of its Series 1980 Bonds or other obligation as provided by the Act to finance the Project and has advised the User that, subject to due compliance with all requirements of law, the obtaining of all necessary consents and approvals, and the happening of all acts, conditions and things required precedent to such financing, the City, pursuant to the Act, will issue the Series 1980 Bonds in a principal amount sufficient to pay the costs of such acquisition, construction, improvement and equipment of the Project, the funding of any necessary reserves and the expenses of issuance and sale of the Series 1980 Bonds, not to exceed an aggregate principal amount of \$4,000,000.

(d) The City considers that financing of the Project and entering into the Loan Agreement with the User with respect to the Project will promote industry and develop trade within the City, which constitutes a public purpose as described in section 29-3-102(1), C.R.S. 1973.

2. Undertakings by the City. The City agrees as follows:

(a) The City will issue the Series 1980 Bonds or other obligation pursuant to the terms of the Act in the principal amount of \$4,000,000 to complete the project, the funding of any necessary reserves and the expense incident to the authorization, sale and issuance of the Series 1980 Bonds.

(b) The City will adopt such proceedings and authorize: (i) the execution and delivery of such documents as may be reasonably necessary or advisable for the authorization, issuance and sale of the Series 1980 Bonds, (ii) the financing, acquisition, construction, improvement and equipment of the Project and (iii) the execution of the Loan Agreement with the User and such other documents relating to the Series 1980 Bonds as shall be authorized by the Act or other law and as shall be mutually satisfactory to the City and the User.

(c) The aggregate sums to be paid by the User under the Loan Agreement shall be sufficient to pay the principal of, redemption

premiums, if any, and interest on the Bonds as and when the same shall become due.

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

(e) Series 1980 Bonds shall provide that they shall be payable solely from and secured by a pledge of the revenues derived from and payable pursuant to the provisions of the Loan Agreement, that they shall never constitute the general obligations of the City within the meaning of any provision or limitation of the Constitution or statutes of the State, and that they shall not constitute nor give rise to a pecuniary liability or a charge against the general credit or taxing powers of the City, the State of Colorado or any political subdivision thereof.

(f) In authorizing the issuance of the Series 1980 Bonds pursuant to this Agreement, the City will make no warranty, either expressed or implied, that the proceeds of the Series 1980 Bonds will be sufficient to pay all costs of the Project.

3. Undertakings on the Part of the User. The User agrees as follows:

(a) The User will enter into a contract or contracts for the acquisition, construction, improvement and equipment of the Project.

(b) Prior to the delivery of the Series 1980 Bonds, the User will enter into the Loan Agreement with the City under the terms of which the User will obligate itself to complete the acquisition, construction, improvement and equipment of the Project and, to the extent not payable out of proceeds of the Series 1980 Bonds, to pay to the City sums sufficient in the aggregate to pay or reimburse the City for all reasonable expenses incurred by it in connection with the authorization, issuance and sale of the Series 1980 Bonds, including without limitation the reasonable expenses that the City deems necessary for attorneys', accountants', and auditors' fees and expenses, and to make loan repayments sufficient to pay the principal of, premiums, if any, and interest on the Series 1980 Bonds as and when the same shall become due and payable, all fees and expenses of any trustee for the benefit of the holders of the Series 1980 Bonds incurred under any trust indenture, all utility charges, taxes, assessments, casualty and liability insurance premiums, and any other expenses or charges relating to the ownership, use, operation, maintenance, occupancy and upkeep of the Project, such Loan Agreement to contain such other provisions as may be required by law and as shall be mutually acceptable to the City and the User.

(c) The User will take such further action and adopt such further proceedings as may be required to implement its aforesaid

undertakings or as it may deem appropriate in pursuance thereof.

#### 4. General Provisions.

(a) Prior to the issuance of the Series 1980 Bonds, there shall be a reasonable showing to the City Council that the User is capable and will remain capable of carrying out its financial obligation under the Loan Agreement.

(b) All commitments with respect to the Series 1980 Bonds in a principal amount of \$4,000,000 of the City under Section 2 hereof and of the User under Section 3 hereof are subject to the condition that, on or before one year from the date of this Agreement, the City and the User shall have agreed to mutually acceptable terms and conditions for the Loan Agreement, the Trust Indenture expected to be executed as part of the financing documents relating to the Series 1980 Bonds (the "Trust Indenture"), and such other documents referred to in Section 3 and the proceedings referred to in Section 2 and 3 hereof, and the City and the User shall have complied with all of the provisions of the Act applicable to the issuance, sale and delivery of the Series 1980 Bonds and the financing of the Project.

(c) If the events set forth in Section 4(a) and (b) above do not take place within the time set forth or any extension thereof, and if the Series 1980 Bonds are not issued and sold within that time, the User agrees that it will reimburse the City for all reasonable and necessary direct out-of-pocket expenses which the City may incur arising from the execution of this Agreement, including without limitation the reasonable expenses that the City deems necessary for attorneys', accountants', and auditors' fees and expenses, and the performance of the City's obligations hereunder, whereupon this Agreement shall terminate.

(d) The User will protect, indemnify and save the City, its officers, agents, and employees harmless from and against all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses), causes of action, suits, claims, demands and judgments of any nature arising from:

(1) any injury to or death of any person or damage to property in or upon the Project, or growing out of or connected with the use, non-use, condition, or occupancy of the Project or a part thereof;

(2) violation of any agreement or condition of the Loan Agreement or the Trust Indenture, except by the negligent act or failure to act by the City;

(3) violation of any contract, agreement or restriction by the User relating to the Project;

(4) violation of any law, ordinance or regulation affecting the Project or a part thereof or the ownership, occupancy or use thereof;

(5) the design, construction, or acquisition of the Project or the failure to design, acquire, or construct the Project;

(6) violation of any disclosure or registration requirements relating to the Series 1980 Bonds imposed by any federal or state securities law; and

(7) any statement or information relating to the expenditure of the proceeds of Series 1980 Bonds contained in the no-arbitrage certificate or similar document furnished by the User to the City which, at the time made, is misleading, untrue or incorrect in any material respect.

IN WITNESS WHEREOF, the parties have entered into this Agreement by their duly authorized officers on this 2nd day of July, 1980.

CITY OF GRAND JUNCTION

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

Attest:

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

LOS LUNEROS, a general partnership

By:

\_\_\_\_\_  
General Partner

Upon motion by Councilman Hollingsworth, seconded by Councilman Johnson and carried by roll call vote, the Resolution was passed and adopted as read subject to a clear understanding that the stipulation as established by the IRB Committee that 50% of the space be occupied by Resource Development related tenants be adhered to.

Mr. Ashby said that the stipulation can be brought to the City Council in the form of an agreement on July 16, 1980.

DOWNTOWN DEVELOPMENT COMPREHENSIVE PLAN

City Manager Wysocki reported that in the downtown work program, it was anticipated that an action committee would be developed which would be involved in the community meetings and workshops regarding the development of a comprehensive plan for downtown. He distributed a memo with a tentative list of names. He indicated that none of the people have been contacted. He noted that we are looking for various backgrounds and pegs to fit in the overall



wheel. Mr. Wysocki said that with Council's permission, the Staff will start contacting these people to establish the 15 to 20 person committee which will act on behalf of the people of the downtown area to carry out his exercise. He requested that Council provide names of people who do not appear on the list it feels might be contacted for this committee.

Councilman Johnson suggested contacting someone from the U.S. Bank as it is a substantial property owner in the downtown area in addition to their own property.

#### TRANSIT DEVELOPMENT PLAN

Mr. Wysocki reminded Council of the meeting on the Transit Development Plan next Wednesday, July 9, with the County Commissioners and some people from the granting agency regarding that particular process. That meeting will be at Two Rivers at 7:00 a.m.

#### DOUBLE PENETRATION OF WEST HALL

City Engineer Ron Rish reported that included in the Resolution for I.D. ST-80, Phase B, there is a petition for double penetration by City crews of West Hall Avenue from Bass Avenue to the end of the improvements on West Hall.

#### BASEBALL

Sam Suplizio reported that baseball was a big success, and he appreciated the City's co-sponsorship.

#### COG

Councilman Brach reported that he has received a letter from COG concerning the matter that he discussed with Council about two weeks ago. He feels this matter is something that must be closely watched, and that he may need some support between now and the first of September.

President Quimby said she is working on getting some help. There will be a meeting of mayors on the 15th.

#### APPRECIATION

Councilman Dunn expressed his appreciation to everyone in the community for their support during his recent loss.

#### RECREATION

Councilman Dunn reported on the tour of the summer recreational facilities.

#### COLORADO HIGHWAY SAFETY MEETING

Councilman Holmes reported on a recent Colorado Highway Safety meeting he attended. He indicated that Officer Henson will perhaps attend the next meeting of Council asking for an endorsement by Council for the program. It is a coordinating effort in the National Emergency Aid Radio program with local CBs and Rehab groups.

#### HOUSING AUTHORITY

Councilman Johnson reported that the Housing Authority is still in a negotiating stance for some property to build a multi-story development for the elderly.

#### POMONA PARK DEDICATION

President Quimby invited everyone to attend the dedication of Pomona Park Saturday.

#### INVITATION TO TOUR DEPARTMENT OF ENERGY

President Quimby extended an invitation to tour the Department of Energy.

#### IRB COMMITTEE

There is a vacancy on the IRB Committee. President Quimby said the Staff is checking with the people who submitted names previously to see whether they are still interested in serving on this committee.

#### CAR-LESS DAY

President Quimby said that there will be buses for public transportation on July 23.

#### TRANSACTIONS OF PARCELS OF GROUNDS

City Manager Wysocki requested Council's authorization for Staff to proceed in some possible transactions of some parcels of ground within the bounds as reviewed with Council.

Upon motion by Councilman Johnson, seconded by Councilman Brach and carried, the City Manager was authorized to proceed with negotiations for taking options on the parcels of ground and authorized the expenditure of funds in the amounts necessary.

#### ADJOURNMENT

Upon motion by Councilman Johnson, duly seconded and carried, the meeting was adjourned.

Neva B. Lockhart

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Neva B. Lockhart, CMC

City Clerk