

Grand Junction, Colorado

August 6, 1980

The City Council of the City of Grand Junction, Colorado, convened in regular session at 7:30 p.m. the 6th day of August, 1980, in City Council Chambers at City Hall. Those present were Council members Louis Brach, Frank Dunn, Robert Holmes, Dale Hollingsworth, Karl Johnson, Bill O'Dwyer, and Jane Quimby, a quorum. Also present were City Manager Jim Wysocki, City Attorney Gerald Ashby, and Deputy City Clerk Teddy Martinez.

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

INVOCATION

Councilman Bill O'Dwyer.

MINUTES

Upon motion by Councilman Dunn, seconded by Councilman Holmes, the minutes of the regular meeting July 16, 1980, were approved as written.

POLICE PATROL ON NORTH AVENUE

King Clemons, representing North Avenue Merchants Association, appeared before Council and presented a slide presentation depicting North Avenue and its need for improvement and beautification.

Mr. Mac McGuinness, 2991 B Road, owner of Mac's Texaco Station at 1750 North Avenue, voiced a strong concern regarding vandalism to his property. Damage to his property alone during the past 2 1/2 months was a little over \$3,000. Other businesses on North Avenue have experienced vandalism to their businesses as well. The North Avenue Association has discussed hiring a private patrol, but Mr. McGuinness does not feel that he should have to expend \$150 per month for private patrol when Grand Junction has a Police Department. He feels that the Police protection on North Avenue can be greatly improved. He was also concerned about the high rate of turnover in the Police Department; either the wages are too low, or there is a morale problem within the department. He felt this concern should be carefully checked out. The growth of Grand Junction plus the lack of manpower and vehicles in the Police Department have added to the problem of vandalism and littering.

King Clemons distributed copies of a letter from Karen Lundstrom, Assistant Controller at Gay Johnson's, suggesting work detail as a penalty for vandalism or littering rather than imposing a fine. This in turn would help beautify and clean the City.

Councilman Johnson stated that when dealing with juveniles under

the age of 18, you must abide by State Law. The State Law requires that you must take a juvenile into custody, contact the parents, release them to the parents unless there is a Court Order to jail them. Work detail also involves "involuntary servitude" (slavery). You cannot force someone to work. The court can give an individual the option of paying a \$25 fine, or work detail. If he agrees to work, fine. But you cannot, under the interpretation of the court, force an individual to labor against his will.

Magdalena Heidelberg, 233 North Avenue, felt that the Police Department is not to blame for the vandalism problem and littering. She felt the blame lies with the parents of these juveniles.

It was suggested that a workshop be set up between City Council, law enforcement persons, and the North Avenue Association to discuss these problems.

REPORT ON 1979 FINANCIAL DOCUMENTS

Mr. Danny Davis of Chadwick, Steinkirchner, Davis & Company, made a brief report on the 1979 Financial documents regarding the City. He stated that his company has completed the audit on all the funds of the City, and the audit of the Firemen and Policemen Pension Funds. A more detailed report was presented to Council on August 1, 1980, at which time copies of the reports were distributed.

The reports were accepted by Council.

BEER AND LIQUOR RENEWALS

Upon motion by Councilman Dunn, seconded by Councilman Brach and carried with Councilman HOLMES voting NO, the renewal applications by the following establishments were approved:

1. Williams Market & Delicatessen, 801 N. 1st Street (3.2% Beer)
2. The Golden Dragon, 1037 North Avenue (3.2% Beer)
3. Jazz, Ltd., 2882 North Avenue (Tavern Liquor)

HEARING - APPLICATION FOR RENEWAL OF 3.2% BEER LICENSE BY GILLIN & COMPANY DBA MR. G'S PLACE, 1230 N. 12TH STREET

City Attorney Ashby stated that the Police Report on various items regarding this establishment is quite lengthy, but reports no specific liquor violations during the past licensing period; also, no reported liquor related violations by the owner/manager of the establishment. Mr. Ashby recommended that a hearing be set for August 20, 1980, at which time some of the allegations in regard to the operation listed in the Police Department report will be reviewed. Mr. Gillin must also provide a written lease providing for sufficient parking to meet the conditional use requirement.

HEARING - APPLICATION FOR 3.2% BEER PACKAGE CARRY-OUT LICENSE BY BOLD PETROLEUM, INC., DBA GAS RITE, 745 HORIZON DRIVE

A hearing on the above item was held after due notice. The following report was presented:

On June 23, 1980, an application was filed by Bold Petroleum, Inc., for a 3.2% beer license to permit the sale of fermented malt beverages in sealed containers for consumption off the premises of the licensee at 745 Horizon Drive under the trade name "Gas Rite." The application was accepted and the hearing date was set. The sign giving Notice of Hearing was posted on the property July 17, 1980, and the display ad giving notice of hearing was published in The Daily Sentinel on July 20, 1980. Officers of the Corporation are: President: Harlan L. Ochs; Vice-President: Lawrence P. Ochs; Secretary/Treasurer: Kenneth P. Ochs.

A survey of the area of Horizon Drive, from G Road to City Limits, Putter Drive, Brassie Drive, Bunker Drive, Nine Iron Drive, Fairway Drive, Niblic Drive, Crossroads Boulevard, Compass Drive, N. Crossroads Court, Horizon Court and Skyline Court, commenced July 2 and was concluded July 23, 1980. Results:

(1) Yes, I am in favor of the issuance of the license as I believe the needs of the neighborhood are not being met by existing outlets. 78

a. Owner of property in neighborhood 15

b. Employee or business lessee of property in the neighborhood 47

c. Inhabitant of the neighborhood 12

(2) No, I am not in favor of the issuance of the license as I believe the needs of the neighborhood are being met by existing outlets. 82

a. Owner of property in neighborhood 20

b. Employee or business lessee of property in the neighborhood 63

c. Inhabitant of the neighborhood 9

(3) No Opinion 1

Similar type outlets: None located within the survey area. Nearest outlet is at 7th and Patterson.

Police Department report dated July 21, 1980, indicates all applicants and officers are clear.

The map showing similar type outlets was reviewed.

Mr. Baird Brown, attorney for the applicant, was present to speak for the granting of the license. Mr. Brown presented the results of a survey completed by his office. Said survey showed a figure of 88% of the inhabitants of the neighborhood in favor of the issuance of the license. Mr. Brown wished to correct that figure by changing it to 90% in favor. Mr. Lawrence Ochs, Vice President of Bold Petroleum, Inc. was also present to speak in favor of the granting of the license. There were no opponents, letters, or counterpetitions.

A Resolution of findings and decision is scheduled on the August 20 Council agenda.

HEARING - I.D. ST-80, PHASE B - RESOLUTION CREATING DISTRICT

A hearing on the above item was held after due notice.

The Resolution Creating I.D. ST-80, Phase B, was read. It was moved by Councilman O'Dwyer and seconded by Councilman Brach that the Resolution be passed and adopted as read.

The City Manager reported receipt of a letter from the law offices of Elder, Phillips, Daniels and Phillips, 562 White Avenue, regarding Ed Spomer and Bellridge Subdivision, in opposition of any assessment to Mr. Spomer:

July 28, 1980

City Council:

Please be advised that we represent Edward Spomer and Spomer Construction Company.

It is our understanding that the County has adopted a resolution which has been set for hearing August 6, 1980, regarding a paving district which may affect the following described property owned by Spomer Construction Company:

Lot 1 in Block 3 of Bell Ridge Subdivision, Filing No. 1;

and

Lot 15 in Block 2 of Bell Ridge Subdivision, Filing No. 1, Mesa County, Colorado.

We have been advised that the County and the adjacent property owner, Henry Faussone, would like Spomer Construction Company to pay two-thirds of the cost of 105 feet of street which would be located between the two above described parcels. It is our understanding that when Spomer Construction Company completed the improvements in Bell Ridge Subdivision, it was given permission to exclude from its development the construction of the 105 feet of street which, apparently, the County and Henry Faussone now want constructed. It is out further understanding that an engineer for

the City specifically indicated to Spomer Construction that if the section of street were ever needed by an adjacent property owner, no doubt, that property owner would pay for the cost of construction. Additionally, I would advise that a City Engineer sent the enclosed letter to Mr. Spomer accepting the improvements in the subdivision as they were when the subdivision was completed.

In light of the representations made to Mr. Spomer during the development of Bell Ridge Subdivision Filing No. 1 and in light of the proposed section of street benefitting neither of the above described lots, it would be imprudent and unfair of the City to require Spomer Construction Company to pay for any part of the proposed section of street.

Please be advised that a member of this firm will be representing Spomer Construction Company at the August 6 hearing.

Yours very truly,

ELDER, PHILLIPS, DANIEL & PHILLIPS

Attached letter from Ronald P. Rish, City Engineer

November 30, 1978

Mr. Edward Spomer
2623 G Road
Grand Junction, CO 81501

RE: Bell Ridge Subdivision Filing No. 1

Dear Mr. Spomer:

The streets and storm sewers constructed in the above subdivision were final inspected on August 17, 1979, and our recent reinspection showed that apparently all deficiencies noted in my letter to you of August 28, 1978, have been corrected. We have received the required construction test results from your engineer and they are satisfactory. We have also received the as-built drawings for the improvements which acknowledge the facilities have been constructed in accordance with the approved plans and specifications.

In light of all the above, the streets and storm drainage facilities for Bell Ridge Subdivision Filing No. 1 are accepted by the City, and we are now responsible for maintenance of those facilities.

Thanks for your cooperation in these matters.

Very truly yours,

;sigl;

Ronald P. Rish, P.E.
City Engineer - Public Works

The President of the Council wished to make a correction in the letter by replacing the word County with the word City in two different places in paragraph 2.

City Manager Wysocki also presented a letter from Pearl M. Hoyt, 454 N. 25th Street, owner of property located at 17th and Main Streets. Mrs. Hoyt stated objection to being assessed for part of a street and an alley in and around 17th Street. She feels she could handle the assessment at a later date, but not at present. Dave Hoyt, 2534 Ouray Avenue, appeared representing Pearl M. Hoyt. Mr. Hoyt clarified that he and Mrs. Hoyt are not opposed to the street improvements as such (curb, gutter, and sidewalk). At present they are opposed because of the added burden it will place on Mrs. Hoyt (additional taxes). They have plans for a building complex to be constructed in the near future. Drawings were approved last year and a building permit has been issued. They are waiting for interest rates to lower substantially from the 20% rate of a few months ago. Mr. Hoyt requested that Council allow him to go ahead with the intended development and do his own curb work. Then the City can go ahead and put the street in at that time. Since there are no monies being derived off this piece of property at the present, it would be a tax drain (approximately \$1000 to \$1200 a year). He requested that Council wait until a later date to do the improvements on 17th and the alley.

Nadine Klauzer, Mountain West Office Supplies, owner of property adjacent to Mrs. Hoyt, spoke in favor of the improvement district. She feels that if Council waits for another year to do the work, inflation rates will raise the cost of the improvement much higher. She also stated that it is the only street in the area that is not paved.

Mr. William Hoback, 1945 Bunting, spoke in favor of the improvement district.

Mr. Victor Daniel, attorney representing Spomer Construction Company, spoke representing Mr. Ed Spomer, stating that Mr. Spomer is in objection to the assessment for Bell Ridge Subdivision (Crestview Drive). Mr. Spomer feels that neither of his lots will be benefitted from the proposed improvements; therefor, he requests that he not be taxed or assessed for any additional improvements. Mr. Spomer has already spent \$3000 to \$3500 abutting in curb, gutter and sidewalk. He does not feel he wants to expend \$5000 to accommodate the next lot owner to put in a spur type drive between the two pieces of property. He was told two years ago by the Engineering Department that he did not need to put in the spur, and instead put in curb, gutter and sidewalk straight across the stub street south of Bell Ridge Court. Now the curb, gutter and sidewalk is going to be torn out, and he is being asked to put in a spur and improvements at his expense. Mr. Spomer does not object to the spur being developed. He objects to being

assessed for the improvements.

Mr. Pat Cochran, 602 Orchard Avenue, owner of property on West Ouray and the State Highway, spoke in opposition to improvements of Mulberry Street. Glen Cochran also spoke in opposition.

Mr. Jim Oberding spoke in favor of the improvements on Mulberry Street.

Upon motion by Councilman O'Dwyer, seconded by Councilman Brach and carried, the 17th Street south of Main and the alley at 17th Street were excluded from ID ST-80, Phase B.

It was moved by Councilman Johnson that the improvement of Mulberry Street be removed from the improvement district until such time as a written agreement is submitted stating what responsibility each property owner in that area is willing to accept.

Mr. Ashby recommended that Mulberry Street be left in the improvement district, and asked that Mr. Oberding appear at the next meeting of Council with more information and input from the property owners on Mulberry Street.

Councilman Johnson withdrew his motion.

The following amended Resolution creating ID ST-80, Phase B, was read:

RESOLUTION

CREATING AND ESTABLISHING IMPROVEMENT DISTRICT NO. ST-80, PHASE B, WITHIN THE CORPORATE LIMITS OF THE CITY OF GRAND JUNCTION, COLORADO, AUTHORIZING THE CONSTRUCTION OF CURBS AND PROVIDING FOR THE PAYMENT THEREFOR.

WHEREAS, on July 2, 1980, the City Council of the City of Grand Junction, Colorado, passed a Resolution Adopting Details, Plans and Specifications for Improvement District No. ST-80, Phase B, and authorizing Notice of Intention to Create said District; and

WHEREAS, Notice of Intention to Create said District was duly published; and

WHEREAS, complaints and objections were voiced as to the following proposed improvements: 17th Street, south of Main; alley south of Main at 17th Street; Crestview Drive, south of Bell Ridge Court, and Mulberry Street, West Ouray to Highway 6 & 50 frontage;

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

1. That said Improvement District No. ST-80, Phase B, be and the same is hereby created and established; and that construction of

curbs and gutters, sidewalks and paving of streets therein be, and the same is hereby, authorized and directed, in accordance with the Resolution Adopting Details, Plans and Specifications prepared and filed therefor.

2. That the construction of curbs and gutters, sidewalks and paving of streets shall be made by contract let to the lowest reliable and responsible bidder after public advertisement, except that if it be determined by the City Council that the bids are too high, and that the proposed improvements can be efficiently made by the City, the City may provide that the construction shall be made under the direction and control of the City Manager by hiring labor by the day or otherwise, and by purchasing all necessary materials, supplies and equipment.

3. That the improvements in said District were duly ordered, after notice duly given; and that all conditions precedent and all requirements of the laws of the State of Colorado, the Charter of the said City, and Ordinance No. 178, as amended, being Chapter 18 of the Code of Ordinances of the City of Grand Junction, Colorado, have been strictly complied with.

4. That the description of the curbs and gutters, sidewalks and paving of streets to be constructed, the boundaries of said Improvement District No. ST-80, Phase B, the amounts to be assessed, the number of installments and assessment, the time in which the cost shall be payable, the rate of interest on unpaid installments, and the manner of apportioning and assessing such cost, shall be as prescribed in the Resolution adopted for said District on the 2nd day of July, 1980, and in accordance with the published Notice of Intention to Create said District, except that there is deleted from the District the improvements on 17th Street south of Main and the alley improvements south of Main at 17th Street, the complaints concerning Crestview Drive and Mulberry Street having been noted by the Council, but the Council feeling that the construction of the improvements on those streets should proceed.

5. That after the construction of said improvements in said District has been let, the Council shall, by resolution, provide for the issuance of public improvement bonds for said Improvement District No. ST-80, Phase B, for the purpose of paying the cost and expenses of construction of said District.

PASSED and ADOPTED this 6th day of August, 1980.

President of the Council

Attest:

Deputy City Clerk

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

CONSIDERATION OF BIDS - AWARD OF CONTRACT - ID ST-80, PHASE B - ELAM CONSTRUCTION - \$417,231.57

City Engineer Ron Rish explained to Council that the City bid other work along with ID ST-80, Phase B. The other work was sidewalk to be installed by a parking area at Stocker Stadium on 12th Street, also several intersection modifications. On August 5, 1980, bids were opened at 2:00 p.m. City Council was furnished bid tabulations. Bids were:

<u>ID ST-80</u> <u>Phase</u> <u>BSidewalk at</u> <u>Stocker</u> <u>StadiumInter</u> <u>section</u> <u>Modification</u> <u>sTotal</u>				
Elam Construction \$375,713.07\$ 2,724.80\$38, 793.70 \$417,231.57				
Corn Construction \$385,302.49\$ 6,235.60\$37, 580.00 \$429,118.09				
Engineer's Estimate\$488 ,100.25\$4,71 6.00\$31,500. 00 \$524,316.25				

It was recommended by Staff that Elam Construction be awarded the contract for I.D. ST-80, Phase B.

Upon motion by Councilman Brach, seconded by Councilman Johnson and carried, the bids were accepted and the I.D. ST-80, Phase B, construction contract was awarded to Elam Construction for its low bid of \$417,231.57, with amounts for deleted work to be subtracted from that total.

Mr. Robert Richardson, 104 White Avenue, owner/manager of Travel Lodge, voiced an objection to the proposed intersection change at 1st Street and White Avenue. Proposed plans are to switch the left-turn lane from the East side of 1st Street to the West side at that particular intersection. Mr. Richardson felt that this change would jeopardize his motel business by making it difficult for prospective customers to make a left-turn into his motel when traveling south on 1st Street.

Ron Rish clarified that there will still be a left-turn lane for traffic traveling south on 1st Street, there just won't be a protected left-turn lane.

City Manager Wysocki suggested that Mr. Richardson meet with Council in the next day or so, and this improvement can be added or deleted as a result of that meeting.

RESOLUTION OF FINDINGS & DECISION REGARDING ALLEGED LIQUOR VIOLATIONS BY MEL MULDER DBA CORK `N EMBERS, 105 N. 2ND STREET

The following Resolution was read:

RESOLUTION

OF DECISION ON ALLEGED VIOLATIONS OF THE LIQUOR CODE BY MELVIN W. MULDER

Recitations

On the 16th day of July, 1980, hearing was held before the City Council. Mr. Mulder was present with his counsel, William Kane. Prior to the hearing, the Council determined that the alleged violation of 12-47-128(5)(c), C.R.S. 1973, as amended, would not be considered by the Council as the owner of the premises had not been advised of the alleged violation near the time of its occurrence. The Council having considered the evidence as to the other alleged offenses, FINDS:

That the evidence did not sustain the charge that Melvin M. Mulder was a person of poor moral character who would be disqualified from holding a Tavern License under the Liquor Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

GRAND JUNCTION:

That no action be taken as to the Tavern License held by Melvin W. Mulder.

PASSED and ADOPTED this 6th day of August, 1980.

President of the Council

Attest:

Deputy City Clerk

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

President Quimby cautioned Mr. Mulder, along with all other beer and liquor license holders, to be particularly careful not to give question as to their eligibility to hold their license. They have a special responsibility and are not to abuse the privilege.

RECESS

A 5-minute recess was declared. Upon reconvening, all members of Council were present.

PETITION BY MESA COLLEGE TO REZONE FROM R-1-B TO R-3, 1040 BUNTING AVENUE

Upon motion by Councilman Brach, seconded by Councilman Johnson and carried, the petition by Mesa College to rezone from R-1-B to R-3 the property at 1040 Bunting, be sent back to the Planning Commission, and that Mr. Wysocki request that the Planning Commission develop a workshop with Mesa College and citizens in the area of what will be the expanded area of the college, to decide what is to be done during the interim time, what is acceptable to the neighborhood, College, and City.

ORDINANCE NO. 1903 - EASEMENT VACATION, 711 HORIZON DRIVE

Upon motion by Councilman O'Dwyer, seconded by Councilman Holmes and carried, the Proof of Publication to the following entitled proposed ordinance was accepted for filing: AN ORDINANCE VACATING AN EASEMENT IN THE CITY.

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

There were no comments. Upon motion by Councilman O'Dwyer, seconded by Councilman Holmes and carried by roll call vote, the Ordinance was passed, adopted, numbered 1903, and ordered published.

ORDINANCE NO. 1904 - ZONING PORTION OF GONZO ANNEXATION FROM COUNTY R-2 TO CITY R-1-A

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 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 Brach and carried by roll call vote, the Ordinance was passed, adopted, numbered 1904, and ordered published.

ORDINANCE NO. 1905 - REZONE FROM R-3 TO PB, SE CORNER OF ELM AVENUE AND 12TH STREET

Upon motion by Councilman Johnson, seconded by Councilman Brach 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 CHANGING THE ZONING OF CERTAIN LANDS WITHIN THE CITY.

Upon motion by Councilman Dunn, seconded by Councilman O'Dwyer 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 1905, and ordered published.

RESOLUTION - PROPOSED ORDINANCE - MESA MALL ANNEXATION #4

The following petition was accepted for filing:

PETITION

WE, THE UNDERSIGNED, do hereby petition the City Council of the City of Grand Junction, State of Colorado, to annex the following described property to the said City:

Lots 2, 3, 4 and 5 of Mesa Mall Subdivision, Mesa County, Colorado. Together with 50 Feet of right-of-way for 24 1/2 Road on the East adjacent to Lots 2 and 3 of said Subdivision.

As ground therefor, the petitioners respectfully state that annexation to the City of Grand Junction, Colorado, is both necessary and desirable and that the said territory is eligible for annexation in that the provisions of the Municipal Annexation Act of 1965, Sections 31-12-104 and 31-12-105 CRS 1973 have been met.

This petition is accompanied by four copies of a map or plat of the said territory, showing its boundary and its relation to established City limit lines, and said map is prepared upon a material suitable for filing.

Your petitioners further state that they are the owners of one hundred percent of the area of such territory to be annexed, exclusive of streets and alleys; that the mailing address of each signer and the date of signature are set forth hereafter opposite the name of each signer, and that the legal description of the property owned by each signer of said petition is attached hereto.

WHEREFORE, these petitioners pray that this petition be accepted and that the said annexation be approved and accepted by ordinance.

DATE SIGNATURE DESCRIPTION		
7-28-80 General Growth Properties /s/ Theresa F. Martinez Deputy City Clerk Attorney in Fact 250 N. 5th Street Lots 2, 3, 4 and 5 of Mesa Mall Subdivision, Mesa County, Colorado.		

STATE OF COLORADO)			
) SSAFFIDAVIT			
COUNTY OF MESA)			

Don Warner, of lawful age, being first duly sworn, upon oath, deposes and says:

That he is the circulator of the foregoing petition;

That each signature on the said petition is the signature of the person whose name it purports to be.

;sigl;
/s/ Don Warner

Subscribed and sworn to before me this 28th day of July, 1980.

Witness my hand and official seal.

;sigl;
/s/ Judith A. Chmielewski
Notary Public

My Commission expires: October 16, 1982

The following Resolution was read:

RESOLUTION

WHEREAS, on the 6th day of August, 1980, a petition was submitted to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

Lots 2, 3, 4 and 5 of MESA MALL SUBDIVISION, together with 50 feet of right of way for 24 1/2 Road on the East adjacent to Lots 2 and 3 of said subdivision;

and

WHEREAS, the Council has found and determined and does hereby find and determine that said petition is in substantial compliance with statutory requirements therefor; that one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; that a community of interest exists between the territory and the City; that the territory proposed to be annexed is urban or will be urbanized in the near future; that the said territory is integrated or is capable of being integrated with said City, and that no election is required under the Municipal Annexation Act of 1965 as the owner of one hundred percent of the property has petitioned for annexation.

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

That the said territory is eligible for annexation to the City of

Grand Junction, Colorado, and should be so annexed by Ordinance.

PASSED and ADOPTED this 6th day of August, 1980.

President of the Council

Attest:

Deputy City Clerk

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

The following entitled proposed ordinance was read: AN ORDINANCE ANNEXING TERRITORY TO THE CITY OF GRAND JUNCTION, COLORADO. Upon motion by Councilman Johnson, seconded by Councilman Dunn and carried, the proposed ordinance was passed for publication.

RESOLUTION - PROPOSED ORDINANCE - KIMBALL AVENUE ANNEXATION

The following petition was accepted for filing:

PETITION

WE, THE UNDERSIGNED, do hereby petition the City Council of the City of Grand Junction, State of Colorado, to annex the following described property to the said City:

Commencing at the East Quarter Corner (E4 Cor of Section 23; thence N 00 deg. 03 min. 55 sec. W along the E line of the NE4 of said Section 23 a distance of 316.83 feet to the TRUE POINT OF BEGINNING; Thence N 89 deg. 01 min. 40 sec. W 1171.66 feet; Thence S 00 deg. 58 min. 20 sec. W 29.70 feet; Thence N 89 deg. 01 min. 40 sec. W 132.50 feet; Thence N 01 deg. 07 min. 55 sec. E 43.20 feet; Thence S 89 deg. 01 min. 40 sec. E 1303.80 feet to a point on the E line of the NE4 of said Section 23; Thence S 00 deg. 03 min. 55 sec. E along said E line of the NE4 of Section 23 a distance of 13.50 feet to the TRUE POINT OF BEGINNING.

As ground therefor, the petitioners respectfully state that annexation to the City of Grand Junction, Colorado, is both necessary and desirable and that the said territory is eligible for annexation in that the provisions of the Municipal Annexation Act of 1965, Sections 31-12-104 and 31-12-105 CRS 1973 have been met.

This petition is accompanied by four copies of a map or plat of the said territory, showing its boundary and its relation to established City limit lines, and said map is prepared upon a

material suitable for filing.

Your petitioners further state that they are the owners of one hundred percent of the area of such territory to be annexed, exclusive of streets and alleys; that the mailing address of each signer and the date of signature are set forth hereafter opposite the name of each signer, and that the legal description of the property owned by each signer of said petition is attached hereto.

WHEREFORE, these petitioners pray that this petition be accepted and that the said annexation be approved and accepted by ordinance.

<u>DATE</u> <u>SIGNATURE</u> <u>ADDRESS</u> <u>PROPERTY</u> <u>DESCRIPTION</u>			
<p>7-24-80It is understood that this annexation divides a single ownership tract of land and permission is hereby given for such division. /s/ R. G. Sullivan for Bess InvestmentsP.O. Box 669 Grand Junction, Colorado 81502Commencing at the East Qtr Cor (E4 Cor) of Section 23; Thence N 00 deg. 13 min. 55 sec. W along the E line of the NE4 of said Section 23 a distance of 316.83 feet to the TRUE POINT OF BEGINNING; Thence N 89 deg. 01 min. 40 sec. W 1171.66 feet;</p>			

Thence S 00 deg. 58 min. 20 sec. W 29.70 feet; Thence N 89 deg. 01 min. 40 sec. W 132.50 feet, Thence N 01 deg. 07 min. 55 sec. E 43.20 feet; Thence S 89 deg. 01 min. 40 sec. E 1303.80 feet to a point on the E line of the NE4 of said Section 23; Thence S 00 deg. 03 min. 55 sec. E along said E line of the NE4 of Section 23 a distance of 13.50 feet to the TRUE POINT OF BEGINNING.			
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STATE OF COLORADO)			
) SSAFFIDAVIT			
COUNTY OF MESA)			

Delmore A. Beaver, of lawful age, being first duly sworn, upon oath, deposes and says:

That he is the circulator of the foregoing petition;

That each signature on the said petition is the signature of the person whose name it purports to be.

;sigl;
/s/ Delmore A. Beaver

Subscribed and sworn to before me this 24th day of July, 1980.

Witness my hand and official seal.

;sigl;
/s/ Thomas A. Logue
Notary Public

My Commission expires: 9-9-80

The following Resolution was read:

RESOLUTION

WHEREAS, on the 6th day of August, 1980, a petition was submitted to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

Commencing at the E Qtr Cor of Section 23; thence N 00 deg. 03 min. 55 sec. W along the E line of the NE Qtr of said Section 23 a distance of 316.83 feet to the true point of beginning; thence N 89 deg. 01 min. 40 sec. West 1171.66 feet; thence S 00 deg. 58 min. 20 sec. W 29.70 feet; thence N 89 deg. 01 min. 40 sec. W 132.50 feet; thence N 01 deg. 07 min. 55 sec. E 43.20 feet; thence S 89 deg. 01 min. 40 sec. E 1303.80 feet to a point on the E line of the NE Qtr of said Section 23; thence S 00 deg. 03 min. 55 sec. E along said E line of the NE Qtr of Section 23 a distance of 13.50 feet to the true point of beginning;

and

WHEREAS, the Council has found and determined and does hereby find and determine that said petition is in substantial compliance with statutory requirements therefor; that one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; that a community of interest exists between the territory and the City; that the territory proposed to be annexed is urban or will be urbanized in the near future; that the said territory is integrated or is capable of being integrated with said City, and that no election is required under the Municipal Annexation Act of 1965 as the owner of one hundred percent of the property has petitioned for annexation and permission for a tract split has been obtained;

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

That the said territory is eligible for annexation to the City of Grand Junction, Colorado, and should be so annexed by Ordinance.

PASSED and ADOPTED this 6th day of August, 1980.

President of the Council

Attest:

Deputy City Clerk

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

The following entitled proposed ordinance was read: AN ORDINANCE ANNEXING TERRITORY TO THE CITY OF GRAND JUNCTION, COLORADO. Upon motion by Councilman Dunn, seconded by Councilman Brach and carried, the proposed ordinance was passed for publication.

RESOLUTION - OIL AND GAS LEASE BETWEEN CITY AND CARL L. BURLEY - APPROX 250 ACRES LOCATED N AND E OF LANDS END ROAD AND KANNAH CREEK ROAD ON PURDY MESA - APPROVED

The following Resolution was read:

RESOLUTION

WHEREAS, the City of Grand Junction, a Municipal Corporation, has received from CARL L. BURLEY and CHARLES A. SHEAR, P. O. Box 1941, Grand Junction, Colorado, an offer to purchase an oil and gas lease in the form attached hereto as Exhibit "A" and hereby made a part hereof, covering all interests of the City of Grand Junction in the lands described therein situate in the County of Mesa, State of Colorado, for a primary term of Five (5) years, annual delay drilling rentals amount of \$250.00, and the customary royalty of Thirteen Percent (13%) of all production of oil and gas from the leased premises (annual delay drilling rentals and royalties to be payable to the City of Grand Junction as Lessor in proportion to its undivided interest in said land.)

WHEREAS, the said CARL L. BURLEY and CHARLES A. SHEAR request and desire a formal and specific authorization and approval of said lease by the City of Grand Junction.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO, A MUNICIPAL CORPORATION, the above described offer of Carl L. Burley and Charles A. Shear to lease the interest of the City of Grand Junction in the oil, gas and other hydrocarbon substances in and under the lands described in Exhibit "A" is hereby accepted and approved, and James E. Wysocki, as City Manager, and Neva B. Lockhart, as City Clerk, are hereby authorized, empowered and directed to execute said Oil and Gas Lease to Carl L. Burley and Charles A. Shear, upon receipt of a draft in payment therefor, which draft shall be conditioned only upon approval of the title of the City of Grand Junction in and to the mineral interest held by the City of Grand Junction in the

land described in Exhibit "A".

President of the Council

Attest:

Deputy City Clerk

EXHIBIT "A"

1. IT IS UNDERSTOOD AND AGREED that in the exercise of the rights granted under the within Lease, the Lessee, his successors and assigns, will exercise rights so as to not interfere with any of the water rights or water installations of the Lessor.

2. Lessee agrees that he will not sublet, or assign, or transfer any of the Lessee's interest in this lease, or enter into any contract, agreement or other document affecting the Lessee's interest in the Lease, without obtaining the written approval of the Lessor; provided, that the Lessor will not withhold such approval if the Lessee pays to the City as consideration for such consent, the sum of \$8.00 for each page of any document creating any such sub-lease, assignment or transfer and each page of any contract, agreement or other document affecting the Lessee's interest in the Lease.

3. The provisions of Paragraph 2 above shall also be applicable to and binding upon any sub-lessee or any assignee or transferee and any party to any agreement, contract or other document which in any way relates to the Lessee's interest in this Lease.

4. The intent of the Lessor and the Lessee is to include under the terms and conditions of the Lease all that land belonging to the Lessor lying in Section 25 and the SE4NE4 of Section 35, T2S, R2E, Ute Principal Meridian, lying South and East of Kannah Creek Road. Because the described land has not been adequately surveyed, it is estimated to contain 250.00 acres, more or less.

INITIALED FOR IDENTIFICATION & APPROVAL

LESSEE:

;sigl;
/s/Charles A. Shear

;sigl;
/s/ Carl L. Burley

LESSOR:

The City of Grand Junction, Colorado, a Municipal Corporation

;sigl;

By: /s/ James E. Wysocki
City Manager

ATTEST:

;sigl;

/s/ Theresa F. Martinez
Deputy City Clerk

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

A check from Carl L. Burley Oil Properties in the amount of \$2822.38, made payable to the City, is to be deposited in the Water Fund.

IRB APPLICATION FOR SOLARIS SQUARE - INDUCEMENT RESOLUTION

Mr. Bruce Troy, 316 Country Club Park, made a presentation to Council to request recommendation of an IRB application for Solaris Square that was denied by the Industrial Revenue Bond Committee because of lack of significant positive impact on the community. Mr. Troy presented letters from County Commissioner Mike Kelley and Karen Hastings, Public Energy Information Office, endorsing Solaris Square. Mr. Troy believes that the center will have a positive impact on Grand Junction. His tenants will be either local or regional type tenants. He will lease only to businesses not currently located in Mesa County or to business locally, but only for the purpose of opening a branch store. He will not lease any space for the purpose of relocating a business. His building is to be solar heated. Consequently, Mr. Troy has had difficulty finding conventional financing, due to lender hesitancy because of the solar aspect of the development. A contract was bid for the project earlier this year and expires in 9 days. At that point the cost of the project is going to go up when it is re-bid at new inflated prices. Therefore, an inducement resolution for IRB financing would be quite helpful in getting Mr. Troy started with his project.

Mr. Steven Sparn, partner with Millburn Sparn Energy Architects, and Ms. Karen Hastings, Public Energy Information Office, Mr. Russell Taylor, 537 Oriole Drive teacher of Solar Energy in Steamboat Springs, spoke endorsing this project.

Mr. Joseph Sinclair, 2107 N. 12th Street, spoke in opposition to an inducement resolution in support of this project. Mr. Sinclair also had permission to speak for Reed Guthrie and Perry Schumacher, owner of La Court Hotel, who are developing complexes in this area, and are vehemently opposed to IRB financing.

Mr. Earl Jensen, Real Estate Developer, spoke in favor of the Solaris Square project, and in favor of IRB financing.

The following Inducement Resolution was read:

RESOLUTION

OF INDUCEMENT FOR INDUSTRIAL REVENUE BONDING FOR THE DEVELOPMENT OF SOLARIS SQUARE, A SOLAR ENERGY SHOPPING FACILITY

WHEREAS, the City of Grand Junction, County of Mesa, State of Colorado (the "City") is authorized by the City Charter and the County and Municipality Development Revenue Bond Act, C.R.S. 1973, constituting Title 29, Article 3, Part 1, C.R.S. 1973, as amended (the "Act"), to finance one or more projects, including any land, building or other improvements and all necessary and appurtenant real or personal properties for promoting industry and developing trade or other economic activity, including more adequate facilities for sports events and activities, upon such conditions as the Governing Body of the City may deem advisable; and

WHEREAS, the City is further authorized by the Act to issue its revenue bonds or other obligations for the purpose of defraying the cost of financing any such project; and

WHEREAS, the Solaris Development, a limited Partnership (the "User") has met with officials of the City and has advised the City of the User's interest in developing land within the City as a solar energy retail shopping facility (the "Project"), subject to the willingness of the City to finance the Project by the issuance of industrial development revenue bonds or other obligations pursuant to 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 and it wishes to proceed with the financing of the Project; and

WHEREAS, the action herein contemplated is not prohibited by the Charter or any ordinances of the City;

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 not exceeding \$1,600,000 or such lesser amount as shall be mutually agreed upon to finance the Project. No costs are to be borne by the City in connection with this transaction.

Section 2. Prior to execution of the necessary financing documents as shall be mutually agreed upon in connection with the Project

and such bonds or other obligations, such documents will be subject to authorization by Ordinance of the Governing Body 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 Project.

Section 4. Nothing contained in this Resolution shall constitute the debt or indebtedness of the City within the meaning of the City Charter or 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.

INDUCED, PASSED and ADOPTED this 6th day of August, 1980.

President of the Council

Attest:

Deputy City Clerk

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

RESOLUTION - IRB FOR THE COMMONS

A letter of endorsement from the Downtown Development Authority was presented. The following Resolution was read:

RESOLUTION

RELATING TO THE ISSUANCE OF INDUSTRIAL DEVELOPMENT REVENUE BONDS; GIVING PRELIMINARY APPROVAL TO A PROJECT UNDER THE COUNTY AND MUNICIPALITY DEVELOPMENT REVENUE BOND ACT AND THE ISSUANCE OF REVENUE BONDS TO DEFRAY THE COSTS THEREOF AND AUTHORIZING THE PREPARATION OF NECESSARY DOCUMENTS

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

Section 1. Recitals.

1.01. The legislature of the State of Colorado, in the County and Municipality Development Revenue Bond Act, Title 29, Article 3, Colorado Revised Statutes 1973, as amended (the Act), has found and declared it to be a public purpose for municipalities to promote industry and develop trade or other economic activity by inducing profit or non-profit corporations, federal governmental

offices, hospitals, and agricultural, manufacturing, industrial, commercial, or business enterprises to locate, expand, or remain in this State, to mitigate the serious threat of extensive unemployment in parts of this State, to secure and maintain a balanced and stable economy in all parts of this State, and to further the use of its agricultural products or natural resources.

1.02. In furtherance of the foregoing purposes, the legislature has authorized municipalities to issue revenue bonds under the Act for the purpose of defraying the cost of financing, acquiring, improving, and equipping any "project" including any land, building, or other improvement and all real or personal properties, whether or not in existence, suitable or used for or in connection with commercial enterprises, including, without limitation, enterprises engaged in storing, warehousing, distributing, selling or transporting any products of agriculture, industry, commerce, manufacturing or business; to enter into a "financing agreement" with the user of the Project for the purpose of providing revenues to pay the bonds so authorized and to secure the payment of such bonds as provided in the Act.

1.03. Pursuant to the authority of the Act, it has been proposed that the City issue its revenue bonds in an amount sufficient to defray the cost of financing, acquiring, improving, and equipping certain real and personal properties near the City to be used by Mr. Joseph Hambright and Mr. Dale Harrington (or by a partnership or other entity created by or designated by such persons) (the "Developer"), as an office building facility and related facilities (the "Project"), to enter into a financing agreement with the Developer, pursuant to which the Developer will agree to pay the City amounts sufficient to pay when due the principal of, premium, if any, and interest on the revenue bonds and to cause the Project to be constructed. The Project is presently estimated to cost approximately \$8,941,212.

1.04. The existence of the Project would promote the sound economic growth of the State of Colorado and the City of Grand Junction, would provide increased opportunities for employment for residents of the City and surrounding area and would further the public purposes set forth in Section 1.01 hereof. The Project is located within the City limits of the City.

1.05. The City has been advised that conventional, commercial financing to pay the capital cost of the Project is available only on a limited basis and at such high costs of borrowing that the economic feasibility of operating the Project would be significantly reduced, but with aid of municipal financing and its resulting low borrowing costs, the Project is economically more feasible.

1.06. This Council has been advised by The First National Bank of Denver that revenue bonds of the City could be issued and sold upon favorable rates and terms to finance the Project.

1.07. The Project constitutes a "project" as defined in Section 29-3-103(10) of the Act.

Section 2. Approvals and Authorizations.

2.01. On the Basis of the information given the City to date, it appears that it is in the best interest of the City for the City to issue its industrial development revenue bonds under the provisions of the Act to finance all or part of the costs of the Project.

2.02. The Project is hereby given preliminary approval by the City and issuance of revenue bonds for such purpose and in an amount sufficient to pay project costs but not to exceed \$8,000,000 approved, subject to approval by this Council of the necessary legal documents and of the approval by the purchasers of the bonds as to the details of the bond issue and provisions for their payment.

2.03. Prior to or simultaneously with the issuance of the bonds, the City will enter into a financing agreement with the Developer with respect to the Project. The financing agreement shall provide for payment by the Developer to the City of such revenues as will be sufficient to pay the principal of, premium, if any, and interest on the revenue bonds, to build up and maintain any reserves deemed advisable by this Council in connection therewith, and to pay the costs of maintaining the Project in good repair and keeping it properly insured, unless the financing agreement obligates the Developer to pay for the maintenance of and insurance on the Project.

2.04. The President of the Council, City Clerk, City Attorney and other officers, employees and agents of the City are hereby authorized to initiate and assist in the preparation of such documents as may be appropriate to the Project.

Section 3. Special Obligations.

In all events, it is understood, however, that the principal of and interest on the revenue bonds issued to finance the Project shall be payable solely out of the revenues derived from the financing of the Project. The bonds and interest coupons, if any, appurtenant thereto shall never constitute the debt or indebtedness of the City within the meaning of any provision or limitation of the State Constitution, statutes, or home rule charter, and shall not constitute nor give rise to a pecuniary liability of the City or charge against its general credit or taxing powers. Such limitation shall be plainly stated on the face of each bond.

PASSED and ADOPTED this 6th day of August, 1980.

President of the Council

Attest:

Deputy City Clerk

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

REECE SEWER AGREEMENT

City Manager Wysocki explained that the Reece Sewer Agreement is a 2-lot pipeline at Country Club Park Subdivision. Upon motion by Councilman Johnson, seconded by Councilman Brach and carried, the Reece Sewer Agreement was approved and the City Manager was authorized to sign said Agreement.

RESOLUTION - REVOCABLE PERMIT - OLDER AMERICAN CENTER PARKING

City Manager Wysocki explained the request by the Older American Center to expand their current 16-space parking lot by 6 spaces, by changing the angle of parking and moving the sidewalk to the curb.

The following Resolution was read:

RESOLUTION

WHEREAS, the Older American Center has petitioned the City Council of the City of Grand Junction, Colorado, for a Revocable Permit to allow encroachment on the right of way for parking in that area east of the east line of Lot 16 and west of the west edge of the proposed new sidewalk on property described as: Lots 15 and 16, Block 60, CITY OF GRAND JUNCTION; and

WHEREAS, such action would not be detrimental to the interest of the inhabitants of the City;

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

That the City Manager, on behalf of the City and as the act of the City, be and he is hereby authorized to grant such Revocable Permit to the above-named petitioner for the purpose above described upon the execution by the petitioner of an agreement to save and hold the City harmless from any claims arising out of the encroachment and use granted, and execution by the petitioner of an agreement that upon the revocation of such Permit, the petitioner will remove said encroachment at its own expense, restoring the right of way to its original condition.

PASSED and ADOPTED this 6th day of August, 1980.

President of the Council

Attest:

Deputy City Clerk

REVOCABLE PERMIT

WHEREAS, the Older American Center has petitioned the City Council of the City of Grand Junction, Colorado, for a Revocable Permit to allow encroachment on the right of way for parking in that area east of the east line of Lot 16 and west of the west edge of the proposed new sidewalk on property described as: Lots 15 and 16, Block 60, CITY OF GRAND JUNCTION; and

WHEREAS, the City Council is of the opinion that such action would not be detrimental to the City or to any of the inhabitants thereof at this time and has directed the City Manager to issue a permit for such use;

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

There is hereby granted to the Older American Center a Revocable Permit to allow encroachment on the right of way for parking in that area east of the east line of Lot 16 and west of the west edge of the proposed new sidewalk on property described as: Lots 15 and 16, Block 60, CITY OF GRAND JUNCTION; provided, however, that said Permit may be revoked by the City Council at its pleasure at any time; provided, further that the above-named petitioner shall agree to indemnify the City and hold it harmless from any and all claims, damages, actions, costs and expenses of every kind in any manner arising out of, or resulting from the permitted use; and further provided that said petitioner shall agree that upon the revocation of such permit, it will, at its own expense, remove said encroachment and restore the right of way to its original condition.

Dated this 8th day of August, 1980.

/s/ James E. Wysocki

City Manager

Attest:

Deputy City Clerk

AGREEMENT

The Older American Center, for itself, its successors and assigns, does hereby agree that it will abide by the conditions contained in the foregoing Permit and that it will indemnify the City of Grand Junction and hold it harmless from all claims as recited in said Permit, and further, on revocation of the Permit, it agrees to remove said encroachment and restore the right of way to its original condition, all at its own expense.

Dated at Grand Junction, Colorado, this 8th day of August, 1980.

OLDER AMERICAN CENTER

C. H. Granat, President

STATE OF COLORADO)		
)SS		
COUNTY OF MESA)		

The foregoing agreement was acknowledged before me this 8 day of August, 1980, by C. H. Granat as President of the Older American Center.

My Commission expires: June 13, 1983

Witness my hand and official seal.

;sigl;
/s/ Theresa F. Martinez
Notary Public

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

RESOLUTION - EMERGENCY ORDINANCE NO. 1906 - ANTONOPOULOS PROPERTY PURCHASE

Mr. Grove Thomas, Chairman of Site Selection Committee, read a letter from the Site Selection Committee:

August 6, 1980

The Site Selection Committee as appointed by the City Council in March met some dozen times to carefully select the best site possible for the proposed Performing Arts Center/Civic Auditorium.

After investigation of over 13 sites, both within the City and county, as suggested by the committee and outside input, 6 sites were given intensive consideration.

Perhaps the most important recommendation the committee wanted to suggest, is that the proposed site be big enough to possibly include both the Museum and Art Center as part of the complex. These mutually compatible entities have expressed interest in joining the project as both were looking for new or expanded space.

We recommend the site ideally be a minimum of 6 acres.

Of the final 6 sites, the committee recommends the now vacant lot bounded by Rood to White Avenues, 1st to 2nd Streets, as the anchor block.

It is also very important that the Council know that the entire committee is very desirous of continuing on this project in its next phase.

Respectfully submitted,

;sigl;
Grove Thomas
Chairman, Site Selection Committee

The following Resolution was read:

RESOLUTION

WHEREAS, SAM J. ANTONOPOULOS and KAY S. ANTONOPOULOS are present record owners of Lots 1 through 24, inclusive, in Block 99, City of Grand Junction, Mesa County, Colorado (the "real property"); and

WHEREAS, the City of Grand Junction desires to acquire said real property in order to devote the same to future public use development; and

WHEREAS, Boettcher & Company ("Boettcher") is willing to finance the City's acquisition of said real property by entering into an installment purchase agreement with the City, as is more fully set forth below; and

WHEREAS, the scheduled annual payments to be made by the City for said real property shall be expressly subject to annual appropriations and payment by the City; and

WHEREAS, the City shall not incur general obligation indebtedness in connection with the method of such real property acquisition proposed;

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

Section 1. That for the purpose of acquiring said real property, the City shall accept conveyance of legal title to said real property and shall execute its Purchase Money Promissory Note in the principal amount of \$1,340,000.00; said \$1,340,000.00 principal amount representing unpaid principal of the purchase price of \$1,000,000.00, capitalized interest in the amount of \$113,900.00 to be deposited into the "Land Purchase Payment Fund", which Fund is described in Section 3 below, to be deposited into the "Land Purchase Reserve Fund", which Fund is described in Section 4 below, Reserve Fund allocation in the amount of \$201,000, and underwriter's discount in the amount of \$25,100; said Note shall be divisible and payable over a five-year period; the scheduled annual payments to be made by the City under said Note on August 15 of each year shall be appropriated by the City Council during the prior fiscal year of the City and such annual payments shall be deposited in a specially designated account, as is more fully set forth below; if, on the scheduled annual payment dates, the designated annual payment is not made by the City and appropriation has not been made by the City for the designated deposit into such designated account, then, in such event, the City shall have no liability of any kind by reason of its failure to make such designated annual payment and appropriation for deposit for the next ensuing fiscal year.

Section 2. That the City will further execute its Purchase Money Mortgage to Boettcher, which mortgage shall encumber the real property being conveyed to the City until such time as the annual designated payments shall be paid by the City and shall entitle the City, as mortgagor, to proportionate releases of mortgage lien; in the event the City fails to make an annual payment, that portion of the land encumbered by the mortgage which has not been previously released will be deeded to the holder of the mortgage without further liability of any kind to the City and that, in the alternative, the holder of said mortgage shall have the right to purchase the City's vested interest in said real property by reimbursing the City for all principal amounts paid by the City under the Purchase Money Promissory Note; the Note and the Mortgage shall be in substantially the following form:

PURCHASE MONEY PROMISSORY NOTE

For value received, the City of Grand Junction, a political subdivision of the State of Colorado, acting through its City Council (the "Maker"), promises to pay to the order of Boettcher & Company, or its assigns, (the "Payee"), the sum of One Million Three Hundred Forty Thousand Dollars (\$1,340,000), payable in five

annual installments of principal, together with interest on the unpaid balance at a rate of eight and one-half percent (8.50%) per annum, as follows:

<u>Payment Date</u>	<u>Payment Amount</u>	<u>Princi- pal</u>	<u>Inter- est</u>	<u>Remain- ing Principal</u>
8-15-81	\$213,900	\$100,000	\$113,900	\$1,240,000
8-15-82	245,400	140,000	105,400	1,100,000
8-15-83	233,500	140,000	93,500	960,000
8-15-84	216,600	135,000	81,600	825,000
8-15-85	895,125	825,000	70,125	
	<u>\$1,804,525</u>	<u>\$1,340,000</u>	<u>\$464,525</u>	

Upon payment of designated principal installments, the Maker shall be entitled to a proportionate release of the real property pledged pursuant to the terms of that certain Purchase Money Mortgage executed of even date herewith wherein the Maker is the mortgagor and Boettcher & Company, or its assigns, is the mortgagee. And all persons to whom these presents may come are referred to the Mortgage for its effect upon the within Note and the application of the principal amounts paid pursuant to the Mortgage, for procuring the release of property from its lien, upon the indebtedness evidenced hereby. Specifically, reference is made to the fact that, as set forth in such Mortgage, in case of the failure of the Maker hereof to make the payments herein designated as the same mature and become due, and the Note is declared due, there shall be no further obligation of the Maker to pay the balance then due under the Note and the only recourse of the Payee or its assigns is against the real property pledged pursuant to the Mortgage.

This Note is subject to prepayment in full from funds lawfully available therefor.

This Note is secured by said Purchase Money Mortgage pledging certain real property located in Mesa County, Colorado, this _____ day of _____, 1980.

CITY OF GRAND JUNCTION

By:

Title: _____

ATTEST:

PURCHASE MONEY MORTGAGE

The City of Grand Junction, a political subdivision of the State of Colorado, acting by its City Council, hereinafter referred to as "mortgagor," in consideration of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby sell, grant, bargain and convey to Boettcher & Company, or its assigns, hereinafter referred to as "Mortgagee," in fee simple the real property described in Exhibit A attached hereto and by this reference incorporated herein, comprising _____ acres more or less, situate in the County of Mesa, State of Colorado.

To have and to hold the same together with all the singular the appurtenances and privileges thereunto belonging or appertaining,

and all the estate, right, title, interest and claim whatsoever of the Mortgagor either in law or equity to the proper use, benefit, and behalf of the Mortgagee, its heirs and assigns. And the Mortgagor hereby warrants that it is well and truly seized of good and indefeasible title to the real property described herein, in fee simple, free and clear of liens and encumbrances.

This Mortgage is given to secure a Purchase Money Promissory Note between the parties of even date herewith in a principal amount of \$1,340,000.00, bearing interest at the rate of eight and one-half percent (8.50%) per annum, the schedule of payments by the Mortgagor being as set forth below:

<u>Payment Date</u>	<u>Payment Amount</u>	<u>Principal</u>	<u>Interest</u>	<u>Remaining Principal</u>
8-15-81	\$213,900	\$100,000	\$113,900	\$1,240,000
8-15-82	245,400	140,000	105,400	1,100,000
8-15-83	233,500	140,000	93,500	960,000
8-15-84	216,600	135,000	81,600	825,000
8-15-85	95,125			

825,000 <u>70,125</u>				
<u>\$1,804,525</u> <u>\$1,340,000</u> <u>\$464,525</u>				

Mortgagor's Entitlement to Release of Mortgage Lien. Mortgagor shall be entitled to a release of mortgage lien in proportion to the principal amounts paid by the City of Grand Junction as Mortgagor under said Purchase Money Promissory Note. Such proportionate release(s) of mortgage lien shall be delivered to the Mortgagor upon its failure to continue scheduled annual payments of principal and interest and subsequent to thirty days' written notice by the Mortgagee of its demand for reconveyance in lieu of foreclosure.

Provided, however, that the Mortgagee or its assigns shall have the right to select the order in which percentage areas of the real property shall be released from the mortgage lien.

Reconveyance in Lieu of Foreclosure. It is understood hereby that in the event the Mortgagor should fail to make scheduled principal and interest payments, as such become due and payable, the Mortgagor shall, subsequent to thirty days' written demand by Mortgagee or its assigns, reconvey to the Mortgagee legal title to that remaining portion of the real property which is the subject to the Purchase Money Note secured by this Mortgage, to which the Mortgagor is not entitled to a release of mortgage lien.

Mortgagees' Election to Purchase. Notwithstanding the provisions of this Mortgage regarding "Reconveyance in lieu of Foreclosure" and "Mortgagor's Entitlement to Release of Mortgage Lien," should the Mortgagor fail to make scheduled payment of principal and interest, as such become due and payable, and, in such event, should the Mortgagee or its assigns desire sole ownership of the land which is the subject of the Purchase Money Promissory Note and Mortgage, Mortgagor shall, subsequent to thirty days' written notice by the Mortgagee or its assigns of its election to purchase, reconvey legal title to said real property to the Mortgagee, and, upon such reconveyance, the Mortgagee shall pay to the Mortgagor, without interest, the total principal dollar amount paid to date by the Mortgagor under the Purchase Money Promissory Note.

Escrow Agent. It is hereby understood that _____ will act as escrow agent, pursuant to the terms of this Mortgage, to effectuate a proportionate release of mortgage lien for the benefit of the Mortgagor and/or to reconvey to the Mortgagee or its assigns legal title to that percentage portion of the real property to which the Mortgagor is not entitled to a release of

mortgage lien should the Mortgagor fail to make scheduled payment of principal and interest and/or to reconvey to the Mortgagee or its assigns legal title to said parcel in the event Mortgagee exercises its "Election to Purchase" hereunder. Mortgagor agrees to pay all costs or expenses of the Escrow Agent in all such events.

It is understood further that any and all costs of legal descriptions required in connection with the duties of said Escrow Agent acting pursuant to this Purchase Money Mortgage shall be borne by the Mortgagor.

Remedies Available to Mortgagees. No term or language within this Purchase Money Mortgage shall be construed to in any way limit the rights of or remedies available to the Mortgagee, its successors or assigns, as provided by law.

Qualification. Nothing herein shall be construed as creating an obligation or debt of the City of Grand Junction, State of Colorado, and in no event a commitment, liability or obligation thereof as may be prohibited by the State constitution or statutes. The rights of the Mortgagees under this Mortgage are limited to the real property, _____ acres in aggregate, which the Mortgage encumbers. No judgment, deficiency or otherwise, may ever be sought or obtained against the Mortgagor.

Prepayment. The Purchase Money Note is subject to prepayment in full annually on August 15 upon payment of outstanding principal and accrued interest thereon from funds lawfully available therefor.

IN WITNESS WHEREOF, the Mortgagor and the Mortgagee have caused these presents to be executed under seal on this _____ day of _____, 1980.

MORTGAGOR:

CITY OF GRAND JUNCTION, COLORADO

By:

Title: _____

ATTEST:

MORTGAGEE:

By:

Title: _____

ATTEST:

Section 3. That for the purpose of effectuating the payment by the City of the designated principal and interest under said Note, there is hereby established the "Land Purchase Payment Fund", which shall be maintained in a special account of the City at a Colorado savings and loan association; the City shall deposit into such fund the following sums, to the extent appropriated annually by the City Council:

<u>Deposit Date</u> ;Amount	
8-15-80\$213,900.00*	
8-15-81205,400.00	
8-15-82193,500.00	
8-15-83181,600.00	
8-15-84581,865.00	

*Includes \$113,900 capitalized interest.

Sums deposited into said Fund shall be invested for a period of one year at an interest rate of nine (9%) percent per annum until the next succeeding payment date under the Purchase Money Promissory Note, at which time the sums deposited shall be utilized to pay the designated principal and interest payment under said Note.

Section 4. That for the purpose of securing the payment by the City of the designated principal and interest under said Note, there is hereby established the "Land Purchase Reserve Fund" in the principal amount of \$201,000.00, which Fund shall be maintained in a special account of the City at a Colorado savings and loan association; the principal amount of said Fund shall be invested at an interest rate of nine (9%) percent per annum; the

principal amount of said Fund and the interest thereon shall be utilized by the City to the extent necessary, to make the designated annual payment of principal and interest under said Note; in the event said Fund, in whole or in part, is so utilized by the City to make the designated annual payment of principal and interest under said Note prior to the August 15, 1985, designated payment, then, in such event, the City shall reconstitute the principal amount of said Fund, \$201,000.00, in the annual appropriation for the next succeeding fiscal year of the City, if in such annual appropriation, the City, at such time, appropriates funds for the designated annual principal and interest payment for the next succeeding fiscal year; in the event said Fund is not utilized by the City to make the designated annual payment of principal and interest under said Note on August 15, 1984, then, in such event, said Fund shall be utilized by the City to make the final designated payment of principal and interest under said Note on August 15, 1985.

Section 5. That for the purpose of effectuating the payment by the City of the designated principal and interest under said Note, there is hereby established the "Investment Earnings Fund" which shall be maintained in a special account of the City at a Colorado savings and loan association; the City shall deposit into such fund the interest earnings from the Land Purchase Payment Fund and the Land Purchase Reserve Fund; said deposits shall be re-invested at an interest rate of nine (9%) percent per annum for a period of one (1) year, at which time said deposits and the interest earnings thereon shall be utilized by the City to make the then applicable designated payment of principal and interest under said Note.

Section 6. That, in the event of nonpayment by the City Council with respect to any scheduled annual payment under said Note, the City covenants that it shall not purchase, lease, or rent real property for similar governmental purposes until after August 15, 1985, the date of the final scheduled annual payment under said Note. This covenant shall not apply to existing authorized, general obligations of the City for similar governmental real property acquisitions.

Section 7. That, with respect to the acquisition by the City of Grand Junction of said real property, the City shall pay all of the following costs during the scheduled term of its Purchase Money Promissory Note: all property taxes due and payable on said real property, all normal and customary closing expenses of the escrow agent in effectuating the rights and duties of the Mortgagor and Mortgagee under the Purchase Money Promissory Note and Mortgage, and all surveying costs with respect to said real property, in the event the City fails to make an annual principal and interest payment under said Note.

Section 8. That, recognizing that the holder of the Purchase Money Note will finance the City's acquisition of the subject real property, and recognizing that the holder's security in this

instance is limited solely to the real property which is the subject of the Purchase Money Promissory Note and Mortgage, and recognizing that the City may terminate payments to the holder without further liability pursuant to the terms of such Note and Mortgage, and recognizing that, having no recourse against the City of Grand Junction, the holder shall require mortgage security adequate to cover the outstanding principal the City hereby expresses its firm intent to make no changes in the zoning applicable to said real property so long as any amounts are outstanding under the Purchase Money Promissory Note.

Section 9. That in the event the City imposes any covenants on the real property, the same shall not be effective as to that portion of the property not paid for and released.

Section 10. That the City does not intend that this instrument should create a general obligation or debt in any constitutional or statutory sense, and that the City may terminate the mortgage by non-payment of the Note at any time without incurring additional liability. In the event of such termination all land released by virtue of payment by the City shall be and remain in the absolute property of the Town, subject to the Mortgagee's right to elect to purchase such property.

Section 11. That the Mayor of the City and the City Clerk are hereby authorized to take any and all action necessary and appropriate toward the execution of any and all documents in connection with the conveyance of title and execution of the Purchase Money Promissory Note and Mortgage and the establishment of an appropriate escrow agreement between the City, _____, and a mutually agreeable escrow agent to act and perfect all documents set forth in the Mortgage.

Section 12. That the City covenants and agrees that so long as there is not a termination of the Note and Mortgage in accordance with the terms set forth therein, this Resolution shall remain irrevocable and, in the event of termination, the City will undertake to void any private covenants established during the term of the Mortgage or any public zoning establishment thereon concerning those lands which are to be reconveyed to the Mortgagee and rezone the property reconveyed to its present zoning category.

Section 13. That if any portion of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such portion or provision shall not affect any of the remaining provisions of this Resolution, the intention being that the same are severable.

Section 14. That all acts, orders and resolutions and parts thereof in conflict with this Resolution are hereby rescinded.

ADOPTED and APPROVED this 6th day of August, 1980.

CITY OF GRAND JUNCTION

By:

President of the Council

Attest:

Deputy 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.

Upon motion by Councilman Dunn, seconded by Councilman O'Dwyer and carried, the following ordinance was read: AN ORDINANCE APPROPRIATING MONIES TO ENTER INTO AN INSTALLMENT AND PURCHASE CONTRACT TO PURCHASE CERTAIN LANDS WITHIN THE CITY OF GRAND JUNCTION AND DECLARING AN EMERGENCY.

There were no comments. Upon motion by Councilman O'Dwyer, seconded by Councilman Dunn and carried by roll call vote, the Emergency Ordinance was passed and adopted, numbered 1906, and ordered published.

ADDITIONAL STREET IMPROVEMENTS

Jim Wysocki reported that the City received an additional amount of funds for street maintenance, approximately \$120,000. Approximately 75% or \$96,000 has been received. Staff is requesting permission to expend those funds this year for the overlay program, and various intersection modifications.

Upon motion by Councilman Holmes, seconded by Councilman Brach and carried, Staff was authorized to proceed with street improvements and intersection modifications with the additional funds.

Several Council members stated opposition to the proposed intersection modification at 1st Street and White Avenue.

PUEBLO COUNTY CIVIL DEFENSE INFORMATION

This item is to be discussed with the County Commissioners at 7:00 a.m., August 7, 1980.

ADJOURNMENT

It was moved and duly seconded that the meeting be adjourned. Next regular meeting of the City Council is scheduled for August 20, 1980.

Teddy Martinez

Teddy Martinez
Deputy City Clerk