

Grand Junction, Colorado

October 15, 1980

The City Council of the City of Grand Junction, Colorado, convened in regular session at 7:30 p.m. the 15th day of October, 1980, in City Council Chambers at City Hall. Those present were Council members Frank Dunn, Robert Holmes, Karl Johnson, Bill O'Dwyer, and Jane Quimby, a quorum. Absent were Council members Louis Brach and Dale Hollingsworth. Also present were City Manager Gerald Ashby, and City Clerk Neva Lockhart.

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

INVOCATION

Reverend Conrad Pyle, First Congregational Church.

MINUTES

Upon motion by Councilman Dunn, seconded by Councilman Johnson and carried, the minutes of the regular meeting October 1, 1980, were approved as written.

HOUSING AUTHORITY APPOINTMENTS

By secret ballot, Conni McDonough was appointed to a five-year term on the Housing Authority, and Ken Rabideau was appointed to a three-year term.

BOARD OF ADJUSTMENT AND APPEALS

President Quimby requested applications by people interested in serving on the Board of Adjustment and Appeals be submitted no later than November 1, 1980. The selection and appointment will be made November 5, 1980.

IRB COMMITTEE VACANCY

The President announced the vacancy on the IRB Committee by the resignation of Dave Tiffany who is relocating to Glenwood Springs. Anyone interested in serving on this Committee should file an application either with the County Commissioners or with the City Council by November 1, and then the City and County will make the ultimate decision after consideration of the applications.

APPLICATIONS APPROVED TO RENEW LIQUOR AND BEER LICENSES

Upon motion by Councilman Dunn, seconded by Councilman Johnson and carried with Councilman HOLMES voting NO, the following applications to renew liquor and beer licenses were approved:

1. Safeway Store No. 603, 2686 Highway 50 (3.2% Beer)

2. Holiday Liquor, 755 Horizon Drive (Liquor Store)
3. Circle K Store No. 560, 2685 Unaweeep (3.2% Beer)
4. Cook's Warehouse Market, 1235 N. Fourth Street (3.2% Beer)
5. Hilltop Liquor Store, 1563 Highway 50 (Liquor Store)
6. Grasso's Italian Restaurant, 103 N. First Street (Hotel Restaurant Liquor)

HEARING - FINAL PLAN FOR DEBBIE'S DANCE STUDIO APPROVED, 525 28-3/4 ROAD

A hearing on the final plan for Debbie's Dance Studio at 525 28-3/4 Road was held after due notice. There were no opponents, letters, or counterpetitions. Upon motion by Councilman Dunn, seconded by Councilman Johnson and carried with Councilman O'DWYER voting NO, the final plan for Debbie's Dance Studio at 525 28-3/4 Road was approved.

HEARING - CONDITIONAL USE, 2303 N. 12TH STREET, OFFICE BUILDING IN MULTI-FAMILY RESIDENTIAL ZONE

A hearing on the petition by G. William Hoover, Jr., D.D.S., for conditional use for an office building in a Multi-Family Residential Zone at 2303 N. 12th Street was held after due notice. There were no opponents, letters, or counterpetitions. Upon motion by Councilman Dunn, seconded by Councilman Johnson and carried, conditional use was granted for an office building in a Multi-Family Residential Zone at 2303 N. 12th Street.

HEARING - PROPOSED ORDINANCE - EASEMENT VACATION, 3225 APPLEWOOD STREET

A hearing on the petition by Discovery 76 Corporation to vacate an easement at 3225 Applewood Street was held after due notice. There were no opponents, letters, or counterpetitions.

The following entitled proposed ordinance was read: AN ORDINANCE VACATING AN EASEMENT IN THE CITY. Upon motion by Councilman O'Dwyer, seconded by Councilman Dunn and carried, the proposed ordinance was passed for publication.

HEARING - PROPOSED ORDINANCE - ZONING MESA MALL ANNEXATION NO. 4 H.O. (HIGHWAY-ORIENTED)

A hearing on the proposal to zone Mesa Mall Annexation No. 4 to Highway Oriented was held after due notice. There were no opponents, letters, or counterpetitions.

The following entitled proposed ordinance was read: 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 O'Dwyer and carried, the proposed ordinance was passed for publication.

HEARING - CROWN HEIGHTS SUBDIVISION FINAL PLAT FILING #1, SE CORNER 271/2 ROAD AND G ROAD - HEARING CONTINUED TO NOVEMBER 5, 1980

A hearing on Crown Heights Subdivision Final Plat Filing #1, southeast corner 271/2 Road and G Road, was held after due notice. The proposed development contains 12.1 acres designed for 39 lots in a Planned Residential Zone. This item was heard by the Planning Commission September 30, 1980, and the Planning Commission recommended denial as it is not within the health and safety of the public.

Bob Bright, Senior Planner, reviewed the plat, Staff, and Planning Commission comments. He pointed out the critical and clear zones for the Airport as they relate to this development. In the Airport's development plans and the proposed extension of Runway 4-22, the clear zone represents an area limited to agricultural use. The critical zone is the actual flight path to that runway and would be limited to, basically, nonresidential uses. He said that in the Critical Zone, the Airport Manager has indicated that a plane will be flying some 55 to 65 feet above the ground.

The City Attorney believes that is where some of the difficulty lies. He recommends that in order to resolve this entire issue, the City Council should meet with the County Commissioners and the Airport Authority at least prior to the next City Council meeting and determine what they are going to do with these lands. Mr. Ashby said that as Bob outlined in his presentation that is one recommendation. But the F.A.A. will accept what has been done with Applecrest, and that is to go with an Avigation easement because if it goes industrial Mr. Ashby was sure that the people protesting residential development in this area would be screaming like banshees if any industrial uses were permitted. According to Mr. Ashby, the F.A.A. over a period of time has perhaps been somewhat equivocal and probably for many reasons. He thinks, however, the F.A.A. has settled on, now that they will accept from these areas as being a protective of the airport as it can get, an avigation easement. The avigation easement gives the heights needed, the 34 to one flight path restrictions are sufficient and are more than ample. He feels they cannot build more than that height under the zoning restrictions they have now. And then you calculate the risk in this area. There is somewhat of a risk--anyone who lives off the end of a runway of any airport is at somewhat of a risk.

President Quimby asked what the procedure is for notifying potential buyers of property in that area that there is an avigational easement so that in the future people will not come back with the statement "well, we didn't know."

Mr. Ashby said the title insurance policy will show the various restrictions on that piece of ground, and one of them that will be referred to, although he did not know how definitively, will be the avigation easement for the benefit of Walker Field, Colorado,

Public Airport Authority.

Councilman O'Dwyer said that Runway 4-22 will get more use, it is proposed to be extended, the only way it can be extended is to come south with it approximately 1000 feet.

The Petitioners, Leland and Floyd Unfred, were present with their attorney, K. Kelly Summers. Mr. Summers said he attended the Planning Commission hearing, and he did not feel Council should be overly swayed by the unanimous vote. According to Mr. Summers, the essential comment before the vote by the maker of the motion was "we are passing the buck upstairs." At that particular time, there was no discussion as to where the streets, trees, etc., would go, and Mr. Summers said they were not prepared tonight to discuss that. In his review of the property, Mr. Summers pointed out that this area was zoned PD-8 in November, 1978, and subsequent to that a preliminary plat was presented and approved in April, 1979. The approved preliminary plat is essentially the same as the one at tonight's hearing. He continued that in April of 1979, the Council and the Planning Commission had before it the comments that were raised at that particular time by the Airport authority. They were dated February, 1979. When the Airport Authority discussed this particular problem, it made reference to the fact that the Airport's Master Plan, 10- to 20-year range, wants to extend this Runway 4-22 one thousand feet south. Under present Runway conditions this is not in the clear zone. It would be in the critical zone. The Airport Authority at that particular time made its comments and recommended at that particular time that no avigation easement which was provided by the Authority as Exhibit B be adopted and that it be placed of record. So after the preliminary hearing on the preliminary plat and the approval of that, the avigation easement was placed of record as was requested at that time. So from April, 1979, there has been a preliminary plan approved taking into account the problem of the proposed extension of the runway. Based upon that existing Planned Development -8 and based upon the preliminary plat, the Unfreds went ahead and purchased this particular piece of property for the sum of \$820,000, and they have now come and submitted for a final plat only on the ten-acre tract which, even if the runway were to be extended, it would be in the clear zone. This filing is the southeast ten acre portion of the forty acres. Mr. Summers stated that the Unfreds have complied with everything set forth by the Planning Department; they have given the easement--it is of record. The petitioners own Applecrest which is right next door--that has a similar easement. The first time the final plat came before the Planning Commission, there was a letter from the Airport Authority which indicated there might be a possibility of buying out the interest, having the property appraised. At the hearing where the final plat was turned down, Mr. Bowers was there and clearly stated that there was not the money for the purchase now or in the future. Essentially, the position of the Unfreds is that they have complied with everything that has been asked of them; they have only acted in purchasing this property and the developing based on what was approved on preliminary plat and

those things were addressed after April, 1979. It is an easement issue. They have no objection to a little triangular piece of that property being given or sold or whatever to the Airport Authority. They understand that if the Airport determines to extend the runway it will need the one little piece of the property which extends into the clear zone. That is no problem. In conclusion, Mr. Summers said this is an expensive piece of real estate they are paying 12% interest on, and they have complied with all the requirements and they feel that it ought to be approved.

Councilman Holmes questioned whether the aviation easement would be perpetual and run with the land. He was assured by Councilman O'Dwyer and Mr. Ashby that it is a covenant and does run with the land. Mr. Summers compared this easement to the City's irrevocable power of attorney giving it the right to annex in exchange for sewer service. It doesn't matter how many people they pass it to down the line, it runs with the land. Any person who buys the property will usually get a title insurance policy.

Councilman O'Dwyer summarized the Airport Authority's concern that sooner or later a plane is going to come in too low and wipe out a few houses. He acknowledged, of course, that this can happen in a rural area, but stated it is more apt to happen on an approach to a landing. An FAA spokesman some time ago confirmed that most crashes occur on an approach to a landing. He said the Authority would like to buy this property, but the money is not there for this purpose.

Mr. Summers responded that they are willing to sell it, too, they just do not want to be caught in the middle.

Councilman O'Dwyer's second concern is that sometime in the future enough of the people who buy in that development may get together and bring a lawsuit against the City, and although they may lose the lawsuit, this still involves a lot of expense and time on the part of the City to respond to the lawsuit. He mentioned the growth around the runways at Stapleton and the problems they are now encountering.

Mr. Summers stated that in this development where there is an aviation easement of record, the purchaser should buy with his eyes wide open--that, in fact, he is in this type zone and if he does not want to live close to the airport and off that little runway, he can always choose not to purchase. At least for Crown Heights Subdivision the purchaser is put on notice that they are out at the end of a runway which, apparently, the purchasers in Partee Heights were not.

In response to a question by Councilman Johnson, Mr. Summers clarified that the triangular portion of the property he referred to earlier is not critical to the development of Crown Heights Subdivision, and the owners are willing to make some concessions to the City.

Mr. Francis McAllister, 707 Putter Drive, representing a number of residents in Partee Heights, reaffirmed their position that they think it is bad news to permit residential areas to be built in this zone. Those people in Partee Heights put up with the aircraft. He compared the noise of the aircraft with living near the hump yard. After awhile they turn off the noise, they don't even hear it. Their concern is not with the noise, but with an airplane dropping into a back yard. His discussion with Mr. Bowers about the runway extension revealed that the runway is to be strengthened to accommodate a 30,000 pound aircraft. Mr. McAllister believes however it would be difficult to convince a pilot of a 727 that is stricken that because his plane weighs more than 30,000 pounds he cannot land on that runway. The residents of Partee Heights are concerned about the hazards involved if development is permitted. The residents fully appreciate the Unfreds' investment in that property. They are not trying to stop progress, but they want their position regarding the hazards to be fully considered.

Mr. McAllister asked if single-family dwelling residences are still the intent of the developers. If so, fine. If not, will the multi-family dwellings be two-story or what.

Mr. Summers said that the plat submitted for hearing tonight covers only the southeast ten acres and they are single-family dwellings. The northwest ten acre piece, which must go before the Planning Commission, does have some multi-family dwellings. They must be designed in such a way to accommodate the easements and requirements.

In conclusion, Mr. McAllister noted for the record that his group has appeared at all Planning Commission hearings on this matter. There are 56 residences in Partee Heights.

There were no others to speak against this proposal, and there were no letters or counterpetitions.

It was clarified that in the proposed meeting of the City Council, County Commissioners, and Airport Authority before the next City Council meeting on November 5, these groups will establish some policy with regard to what development is to be permitted, particularly in the clear and critical zones around the airport.

President Quimby explained that the two Council members absent tonight were also members of the Airport Authority, therefore, the reason for the short delay until November 5. She assured the petitioners that Council will do its utmost to have a decision by November 5.

Mr. Summers questioned whether people would be voting November 5 who were not present tonight for the factfinding hearing.

Mr. Ashby explained that if it comes to that kind of an approach, they can hear the tape and they can look at all the material

submitted and may, therefore, participate in the vote. Mr. Ashby felt the only question to be resolved is the question of the Airport. The hearing will be left open so that any other evidence that may be taken can be a part of the record.

Mr. Ashby stated that evidence presented tonight has been as it relates to the clear and critical zones of the Airport to this development.

Councilman Holmes said he was not comfortable nor did he think it fair to refrain from making a decision or doing something because of the absence of members of the Council even though that is coincidental with their being members of the Airport Board. It seemed to Councilman Holmes that the Council may be treading on rather thin ice and a rather poor precedent. He continued that these people have appeared for a hearing at a scheduled meeting of Council and any absenteeism short of a majority to conduct business should not be a reason to delay.

President Quimby stated that Council could go to fact finding on this particular item and the fact finding decision would not be rendered before November 5.

Councilman Holmes responded that fact finding is a cop out. He thinks Council many times uses this as a means of avoiding making a decision before those people that appear at the public hearing and Council comes back then with a veneer of unanimity and in his opinion it is not right.

President Quimby responded that she does not know how the other members view fact finding, but she feels it is a legal protection for everybody concerned.

Councilman Dunn felt bad that people must be put off, but this is the first time the concerns of the Airport have been brought before Council, and the County will be dealing with these problems, and there will be other subdivisions come before Council with similar problems so he believes a plan to meet those concerns is necessary and he does not believe the decision is being postponed all that long.

Councilman Holmes responded that as pointed out by Mr. Summers, the Airport Authority expressed its need in February of 1979, and there seems to have been plenty of time for the City Council, the County Commissioners, and the Airport Authority to address this matter.

President Quimby agreed that sometimes it seems Council waits too long to address issues, but it is now down to the point where Council must act.

Councilman Johnson pointed out that the proposal has not been presented for a decision prior to tonight. He disagreed with Councilman Holmes' comment that going to fact finding is a cop out

or that there is unanimity. When a motion is made on the fact finding decision, every Councilman is free to vote whatever way he wants to vote, for or against the resolution of the fact finding. It does not have to be unanimous at all.

Mr. Ashby said that the gentleman who indicated he wished to speak is interested in the northwest area which Mr. Summers noted in his response to a question from Mr. McAllister that a development plan will be presented showing multi-family and two-story residences, and since the original plan called for single-family as indicated by Mr. Warner and this has to be platted as single-family and this has to come back to the Planning Commission and the City Council, the gentleman did not wish to address it at this time.

Upon motion by Councilman O'Dwyer, seconded by Councilman Johnson and carried with Councilman HOLMES voting NO, the hearing was continued until November 5 so the Council can meet with the County Commissioners, Airport Authority, and Planning Commission to establish guidelines and policy for lands surrounding the Airport and with a decision to be given November 5.

Mr. Summers commented that his client does not want to be caught in a bind. As outlined by the Airport Authority, it wants and needs for the safety, health and welfare of the people--it ought to have it (the land) and homes shouldn't be built there at all. The Airport Authority says it does not have the money. Under the present zoning Mr. Summers does not see that just because airplanes are flying over it Council can turn down PUD. He stated that he does not want to get in a situation where the man's right to use his property is denied or where his property is taken through the back door when there is no willingness to pay for it through the front. He stated that if anyone is willing to buy it for the public good that's fine, they will sell it.

President Quimby commented that there is agreement with Mr. Summers' remarks and requested that he just give Council the benefit of the doubt at this point that the attempt to resolve the issue to everybody's satisfaction will be made.

HEARING - REZONE FROM PD-8 TO PD-22.1 AND PRELIMINARY PLAN FOR SOL ERA CONDOMINIUMS SE CORNER OF 15TH STREET AND WELLINGTON AVENUE - PLANNING COMMISSION RECOMMENDED DENIAL SUSTAINED BY COUNCIL

A hearing was held on the petition by Mabel Heberling to rezone from PD-8 to PD-22.1 and preliminary plan for Sol Era Condominiums on the southeast corner of 15th Street and Wellington Avenue after due notice. This item was recommended for denial by the Planning Commission because of inadequate services and also neighborhood comment that the density was too heavy if all the traffic from the development were to travel the neighborhood streets.

Tom Logue, Paragon Engineering, was present to represent the petitioner. He pointed out that the PD Zone gives them the flexibility to address certain impacts and concerns that were

raised during the review process and they would like to stay within the PD guideline. The necessary utilities for a development of this size and type are adjacent and available for extension to the area. It is within walking distance of several schools. At present, the access is moderately good, or with future plans with the designation of 15th Street as a collector and the capital improvements program indicating that the bridge will be looked at sometime in 1982, he feels that once those are accomplished the access will be excellent. He noted the apparent need for housing within the area due primarily to existing and future energy related development. He believes clustering the development is effective from an energy and cost-saving perspective. He indicated this would be a phased development. No more than 40 units or the present PD-8 zone will be developed until the 15th Street improvements and bridge are in place. The balance of the 50 units would be developed after the bridge and street improvements are in place.

In response to a question from Councilman Johnson, Mr. Logue said that if an appropriate pro-rata share could be determined for the bridge, the developer would be willing to participate as long as any other developers would also participate.

Jerry Cooper, Attorney, 601 Valley Federal Building, representing Mrs. Heberling, stated the land is no longer practical for farmland. He pointed out the surrounding development, and stated that development of the land in a high-density manner would see, to serve public policies. He had reviewed the review sheet comments with Mrs. Heberling and there was nothing objectionable from their viewpoint.

Opponents were David McKinley, 1308 Wellington, and Leona Kochevar, 1238 Wellington. Six of the 15 residents along Wellington were present for the hearing.

Presentation of PD-8 development plan to the Planning Commission had not as yet been made by the petitioner.

After consideration of alternatives and upon motion by Councilman Holmes, seconded by Councilman Johnson and carried with Council members QUIMBY and DUNN voting NO, the recommendation by the Planning Commission to deny the rezone and the preliminary plan was sustained.

HEARING - PROPOSED ORDINANCE - REZONE FROM R-3 TO B-1, NE OF WELLINGTON AND 11TH, SW OF GRAND VALLEY CANAL

A hearing on the request by CBW Builders to rezone from R-3 to B-1 a tract of land northeast of Wellington and 11th Street and southwest of the Grand Valley Canal was held after due notice. Bob Bright, Senior Planner, reviewed the proposal.

Warren Gardner of CBW Builders was present represented by Tom Logue, Paragon Engineering.

President Quimby explained that she could not understand all of the comments by the Planning Staff and then the action taken by the Planning Commission as they seemed to be diametrically opposed, and that was the reason she asked that this item be pulled from the consent portion of the agenda as it just did not make sense at all.

Mr. Bright commented that Staff's concern was it would prefer to see a planned business or a conditional use so that Staff could review the site and insure that existing multi-family uses and surrounding potential uses on the vacant properties could be checked.

Tom Logue, Paragon Engineering, addressed the proposed use of the site. He noted that the character of the neighborhood has changed based on the conditional uses granted for office and medical uses. Primary access will be from 11th Street and from Wellington. Necessary powers of attorney for development of streets will be granted if necessary. All utilities for development are available. He noted that the traffic impact on the neighborhood will be less than the B-1 zone. Also there will be less impact on the sewer and water systems with B-1 development.

Mr. Gardner pointed out that one of the problems encountered is the change in the financing market on long-term loans is that there are no longer any 25- or 30-year loans, and PDBs are suffering as a result. He stated that the trouble with PDBs, there are a lot of people wanting land and when the economics change and they can't find it they are out of luck and the flexibility of it is lost. He noted that the best zone in the valley to fit today's economic market for financing is the H.O. zone. He pointed out that Council has given about seven or eight conditional permits to build business; in effect, Council has changed to B-1 zone piece by piece by piece. CBW Builders chose to face facts and requested the B-1 zone. Mr. Gardner stated that he did not know until 4:30 this afternoon that since 12:30 Monday his proposal had been pulled from the consent portion of the agenda. He pointed out that communications on the fact disturbed him quite highly. He said that the impact from the development would be less than one-third what it would be with R-3 zone, and it will not impact 12th Street. He detailed the survey of the valley on all the needs of major law firms. There is a need for 50,000 and 60,000 square feet of new legal space and out of that, 30,000 to 40,000 feet think the campus-type atmosphere is a great idea; the individual buildings, room for expansion, and half-way between the airport and downtown. Computer service, library, and health club will be established, and their clients will have more parking by far than they do downtown. Bus service will be provided to run legal instruments downtown.

Councilman Dunn said this was a good plan and asked Mr. Gardner why he did not file a PDB so the City would have some control. With B-1 there is no control.

Mr. Gardner responded that economics is the determining factor.

There were no opponents or counterpetitions.

The following Resolution was read:

RESOLUTION

OF FINDINGS AND DECISION ON APPLICATION FOR ZONING CHANGE FOR SOLERA CONDOMINIUMS

WHEREAS, Mabel Heberling sought to have the zoning changed from PD-8 (Planned Development - 8 units per acre) to PD-22.1 (Planned Development - 22.1 units per acre) on the following described land situated in Mesa County, Colorado, to wit:

Beginning 664.85 feet South of the Northwest Corner of the Northeast Quarter of the Northwest Quarter of Section 12, Township 1 South, Range 1 West, Ute Meridian, thence East 429 feet, thence North 40 deg. 29 min. East 20 feet, thence South 411.4 feet, thence Southwesterly to a point 548 feet South to beginning, thence North to beginning;

and

WHEREAS, the hearing before the City Council of the City of Grand Junction was held October 15, 1980; and

WHEREAS, the Council considered the evidence presented at the hearing and the zoning maps and regulations of the City and FINDS:

1. That the hearing was duly held after proper notice.
2. That the Planning Commission recommended denial of the application as the access to the site is inadequate, the time factor for developing adequate access is indefinite and the application is therefore premature.
3. That the present conditions of access and traffic circulation make the application premature when considering the density proposed and it is therefore not in the best interests of the public peace, health and safety.

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

That the application of Mabel Heberling for a change in zoning on the within described property from PD-8 to PD-22.1 (Planned Development - 22.1 units per acre) be denied.

PASSED and ADOPTED this 15th day of October, 1980.

President of the Council

Attest:

City Clerk

Upon motion by Councilman Holmes, seconded by Councilman Johnson and carried with Council members QUIMBY and DUNN voting NO, the Resolution was passed and adopted as read.

Councilman Holmes expressed concern with Mr. Gardener's remarks about hearing at 4:30 this afternoon that his petition had been removed from the consent portion of the agenda.

Mr. Ashby said the assumption has always been that everyone listed on the consent portion of the agenda has to be present as an item can always be removed for full discussion.

Upon motion by Councilman Holmes, seconded by Councilman Johnson and carried with Councilwoman QUIMBY voting NO and Councilman DUNN UNDECIDED, the rezone from R-3 to B-1 was approved.

The following entitled proposed ordinance was read: 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 O'Dwyer, seconded by Councilman Dunn and carried with Councilwoman QUIMBY voting NO, the proposed ordinance was passed for publication.

The President declared a five-minute recess. Upon reconvening, the five Council members were present.

HEARING - CONDITIONAL USE AT 652 271/2 ROAD FOR CHURCH AND OFFICES ON 9.78 ACRES IN SINGLE-FAMILY RESIDENTIAL ZONE

A hearing on the petition by Saint Matthew's Parish for conditional use at 652 271/2 Road for church and offices on 9.78 acres in a single-family residential zone was held after proper notice. Bob Bright reviewed the proposal.

John Ballagh, Armstrong Engineers, was present representing Saint Matthew's Parish and Don Moore, chairman of the Parish Building Committee was present.

There were no opponents, letters, or counterpetitions.

Upon motion by Councilman Holmes, seconded by Councilman Dunn and carried, the conditional use for church and offices on 9.78 acres in single-family residential zone was approved.

ORDINANCE NO. 1915 - CONCERNING THE LICENSING OF BILLIARD AND POOL TABLES AND COIN-OPERATED SKILL DEVICES

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: CONCERNING THE LICENSING OF BILLIARD AND POOL TABLES AND COIN OPERATED SKILL DEVICES.

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 Dunn, seconded by Councilman O'Dwyer and carried by roll call vote, the Ordinance was passed, adopted, numbered 1915, and ordered published.

PROPOSED ORDINANCE CONCERNING TAXI CAB LICENSE FEES

The following entitled proposed ordinance was read: AN ORDINANCE CONCERNING TAXI CAB LICENSE FEES. Upon motion by Councilman Dunn, seconded by Councilman Holmes and carried, the proposed ordinance was passed for publication.

I.D. ST-79 - ENGINEER'S STATEMENT OF COMPLETION - RESOLUTION GIVING NOTICE OF HEARING ON ASSESSMENTS

The Engineer's statement of completion on I.D. ST-79 was accepted for filing:

ID ST-79

CITY ENGINEER'S STATEMENT OF COMPLETION

Petitions for street improvements were received between October 29, 1978, and February 13, 1979. On March 7, 1979, the City Council considered my recommendations of projects to design, gave direction to design certain projects, and directed staff to publicize more and make certain contacts in an attempt to generate more interest in petitions. This was done and a report made to City Council on March 21, 1979. City Council directed on March 21, 1979, that certain additional projects, including some which were left over from 1978 and some which had not been petitioned, be designed for inclusion in the district.

On July 5, 1979, City Council adopted the plans and specifications for the improvements. On August 15, 1979, the City Council created the district and authorized award of construction contract to Corn Construction, the low bidder of the August 13, 1979, bid opening. The contract was awarded with the knowledge that a winter shutdown would be required.

Construction Notice to Proceed was on August 27, 1979. A winter shutdown was authorized for NOVember 17, 1979, to March 15, 1980.

At the time of winter shutdown the following streets were completed:

Melody Lane - North from North Avenue
13th Street - Bookcliff Avenue south to alley
Teller Avenue - east from 281/2 Road
Belford Avenue - east from 281/2 Road
Elm Avenue - 28-3/4 Road to Melody Lane

On July 11, 1980, I final-inspected all construction and final-payment to the contractor was authorized September 9, 1980. The total contract amount to Corn Construction was \$601,444.01 which includes six change orders which total a net amount of \$32,090.10. We also contracted with Cunningham Construction Company for a total amount of \$1,477.00.

Detailed below are the Improvement District Costs:

CONSTRUCTION COSTS:

Alley - 1st to 2nd Street between Ute Avenue and Pitkin Avenue
\$8,223.80

13th Street - Bookcliff Ave. to Alley 24,730.15

Sidewalk on north side of Hall Avenue - 8th Street to Cannell
9,581.00

Alley - 11th to 12th Street between Ute Avenue and Pitkin Avenue
16,551.40

Patterson Road - Mira Vista to 7th St. 157,264.05

Melody Lane - north from North Avenue 19,448.10

Frontage Road - north side of I-70 Bus - 21st to 24th Street
57,956.50

East side of 21st Street - north of Frontage Road 19,048.60

Teller Avenue - east of 281/2 Road 59,078.65

Maple Court - south of West Mesa Avenue 25,921.00

15th Street and Bookcliff Court 45,241.03

Belford Avenue - east of 281/2 Road 56,931.15

Holly Lane - south of UnawEEP Avenue 51,625.10

Elm Avenue - 28-3/4 Road to Melody Lane 38,388.48

Storm Sewer in 281/2 Road south of Hill Avenue 4,247.00

Construction Costs Total \$594,236.01

ADMINISTRATION, ENGINEERING, FINANCE & LEGAL COSTS:

Alley - 1st to 2nd Street between Ute Avenue and Pitkin Avenue \$1,382.91

13th Street - Bookcliff Avenue to Alley 2,975.14

Sidewalk on north side of Hall Avenue - 8th Street to Cannell 1,081.51

Alley - 11th to 12th Street between Ute Avenue and Pitkin Avenue 2,060.73

Patterson Road - Mira Vista to 7th Street 17,421.16

Melody Lane - north from North Avenue 2,344.86

Frontage Road - north side of I-70 Business - 21st to 24th Street 4,666.92

East side of 21st Street - north of Frontage Road 1,538.96

Teller Avenue - East of 28 1/2 Road 7,016.22

Maple Court - south of West Mesa Avenue 2,999.72

15th Street and Bookcliff Court 5,790.71

Belford Avenue - east of 28 1/2 Road 5,863.29

Holly Lane - south of Unawep Avenue 4,858.03

Elm Avenue - 28-3/4 Road to Melody Lane 2,922.99

Storm Sewer in 28 1/2 Road - south of Hill Ave. 175.24

Administration, Engineering, Finance & Legal Costs Total \$63,098.39

COST OF BONDS DURING CONSTRUCTION: \$37,250.04

Total Cost of Street ID-79 \$694,584.44

ASSESSMENT REVENUE: \$448,119.12

Resulting City Cost of Street ID-79 = \$246,465.32

The following Resolution was read:

RESOLUTION

WHEREAS, the City Council of the City of Grand Junction, Colorado,

has reported the completion of Improvement District No. ST-79; and

WHEREAS, the City Council has caused to be prepared a statement showing the assessable cost of the improvements of Improvement District No. ST-79 and apportioning the same upon each lot or tract of land or other real estate to be assessed for the same;

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

That the improvements connected therewith in said District be, and the same are hereby, approved and accepted; that said statement be, and the same is hereby, approved and accepted as the statement of the assessable cost of the improvements of said Improvement District No. ST-79 to be assessed; and

BE IT FURTHER RESOLVED, that the same be apportioned on each lot or tract of land or other real estate to be assessed for the same, together with interest at the average rate of 8.6628 percent per annum to January 4, 1981; and

BE IT FURTHER RESOLVED, that the City Clerk shall immediately advertise for three days in The Daily Sentinel, a newspaper of general circulation published in said City notice to the owners of the real estate to be assessed, and all persons interested generally without naming such owner or owners, that said improvements have been completed and accepted, specifying the assessable cost of the improvements and the share so apportioned to each lot or tract of land; that any complaints or objections that may be made in writing by such owners or persons shall be made to the Council and filed with the Clerk within thirty (30) days from the first publication of said notice; that same may be heard and determined by the Council at its first regular meeting after said thirty (30) days and before the passage of the ordinance assessing the cost of the improvements, all being in pursuance of the terms and provisions of Chapter 18 of the Code of Ordinances of the City of Grand Junction, Colorado, being Ordinance No. 178, as amended.

The Notice shall be in the following form:

NOTICE

NOTICE IS HEREBY GIVEN to the owners of the real estate hereinafter described, said real estate comprising the district of lands known as Improvement District No. ST-79, and to all persons interested therein as follows:

That the improvements in and for said District which are authorized by and are in accordance with the terms and provisions of a Resolution passed and adopted on the 5th day of July, 1979, declaring the intention of the City Council of the City of Grand Junction, Colorado, to create a local street improvement district to be known as Improvement District No. ST-79, with the terms and

provisions of a Resolution passed and adopted on the 5th day of July, 1979, adopting details, plans and specifications for said District; and with the terms and provisions of a Resolution passed and adopted on the 19th day of September, 1979, creating and establishing said District, all being in accordance with the terms and provisions of Chapter 18 of the Code of Ordinances of the City of Grand Junction, Colorado, being Ordinance No. 178, as amended, have been completed and have been accepted by the City Council of the City of Grand Junction, Colorado;

That the whole cost of the improvements to be assessed has been definitely ascertained and is in the sum of \$475,006.39 said amount including six percent (6%) for cost of collection and other incidentals and interest at the rate of 8.6628 percent per annum to January 4, 1981; that the part apportioned to and upon each lot or tract of land within said District and assessable for said improvements is hereinafter set forth; that payment may be made to the Finance Director of the City of Grand Junction at any time within thirty (30) days after the final publication of the assessing ordinance, assessing the real estate in said District for the cost of said improvements, and that the owner so paying should be entitled to an allowance of six percent (6%) for cost of collection and other incidentals.

That any complaints or objections that may be made in writing by the said owner, or owners, of land within the said District and assessable for said improvements, or by any person interested, may be made to the City Council and filed in the office of the City Clerk of said City within thirty (30) days from the first publication of this Notice will be heard and determined by the said City Council at its first regular meeting after said last mentioned date and before the passage of any ordinance assessing the cost of said improvements against the real estate in said District, and against said owners respectively, as by law provided;

That the sum of \$475,006.39 for improvements is to be apportioned against the real estate in said District and against the owners respectively as by law provided in the following proportions and amounts severally as follows, to wit:

PARCEL NO. LEGAL DESCRIPTION ASSESSMENT

2943-074-00-060

S 195 ft of W 110 ft of W2SE4SE4SE4 Sec 7 1S 1E Exc S 50 ft for Hwy & Exc W 20 ft for Road \$12550.83

2943-074-00-091

Beg 25 ft N & S 89 deg. 41 min. E 25 ft fr SW Cor SW4NE4SE4 Sec 7 1S 1E N 190 ft S 89 deg. 41 min. E 177.5 ft S 190 ft N 89 deg. 41 min. W 177.5 ft to Beg 6133.47

2943-074-00-095

Beg SE Cor SW4SE4SE4 Sec 7 1S 1E W 65 ft N 250 ft E 65 ft S to Beg
Exc E 15 ft for Road & Exc 50 ft for Hwy & Beg 65 ft W of SE Cor
SW4SE4SE4 Sec 7 1S 1E N 250 ft W 45 ft S 250 ft E to Beg Exc S 50
ft for Hwy 12550.83

2943-074-00-935

NW4SE4SE4 Sec 7 1S 1E Exc W 298 ft of S 160 ft & Exc W & N 25 Ft
for Road 21919.13

2943-074-22-009

Lot 9 Blk 2 Lamm Sub Sec 7 1S 1E 2225.33

2943-074-22-010

Lot 10 Blk 2 Lamm Sub Sec 7 1S 1E 2398.10

2943-074-22-011

Lot 11 Bk 2 Lamm Sub Sec 7 1S 1E 2398.10

2943-074-22-012

Lot 12 Blk 2 Lamm Sub Sec 7 1S 1E 2398.10

2943-074-22-013

Lot 13 Blk 2 Lamm Sub Sec 7 1S 1E 2398.10

2943-074-22-014

Lot 14 Blk 2 Lamm Sub Sec 7 1S 1E 2695.96

2943-181-00-008

Beg 673.76 ft E & 352 ft S of N4 Cor Sec 18 1S 1E N 125 ft E 50 ft
S 125 ft W to Beg 1460.64

2943-181-00-009

Beg 773.76 ft E & 351 ft S of NW Cor NE4 Sec 18 1S 1E W 50 ft N
125 ft E 50 ft S to Beg 1460.64

2943-181-00-010

Beg 824.76 ft E & 225.8 ft S of N4 Cor Sec 18 1S 1E S 125.8 ft W
51 ft N 125.4 ft E to Beg 1333.27

2943-181-01-005

W 11 ft of Lot 7 & all Lot 8 Blk 1 Meeks Sub Sec 18 1S 1E 2512.30

2943-181-01-006

E 64 ft of Lot 7 Blk 1 Meeks Sub Sec 18 1S 1E 1869.62

2943-181-01-007

Lot 6 Blk 1 Meeks Sub Sec 18 1S 1E 1898.83

2943-181-01-011

Lots 3-4 & 5 Blk 1 Meeks Sub Sec 18 1S 1E 3768.44

2943-181-01-012

Lot 1 The Powell Apartments & Business Center A Replat of Part of Lot 1 Blk 1 Meeks Sub Sec 18 1S 1E 5252.15

2943-181-01-013

Lot 2 The Powell Apartments & Business Center A Replat of Part of Lot 1 Blk 1 Meeks Sub Sec 18 1S 1E 2585.32

2943-181-01-014

Lot 3 The Powell Apartments & Business Center A Replat of Part of Lot 1 Blk 1 Meeks Sub Sec 18 1S 1E 2585.32

2943-181-01-015

Lot 4 The Powell Apartments & Business Center A Replat of Part of Lot 1 Blk 1 Meeks Sub Sec 18 1S 1E 2585.32

2943-181-02-003

52 Lot 3 & All Lot 4 Blk 2 Meeks Sub Sec 18 1S 1E Exc S 5 ft Lot 4 Sd Blk 2 4857.24

2943-181-02-004

W 65.5 ft of Lot 5 Blk 2 Meeks Sub Sec 18 1S 1E 2157.10

2943-181-02-005

E 4 ft of Lot 5 & All Lot 6 Blk 2 Meeks Sub Sec 18 1S 1E 2420.56

2943-181-02-006

Lot 7 Blk 2 Meeks Sub Sec 18 1S 1E 2288.84

2943-181-02-007

Lot 8 & W 15 ft of Lot 9 Blk 2 Meeks Sub Sec 18 1S 1E 2782.83

2943-181-02-008

E 54.5 ft of Lot 9 & All Lot 10 Blk 2 Meeks Sub Sec 18 1S 1E
4083.68

2943-181-02-009

Lot 11 Blk 2 Meeks Sub Sec 18 1S 1E 2288.84

2943-181-02-010

Lot 12 Blk 2 Meeks Sub Sec 18 1S 1E 2288.84

2943-181-02-011

Lot 13 Blk 2 Meeks Sub Sec 18 1S 1E 2091.24

2943-181-02-012

Lot 22 Blk 2 Meeks Sub Sec 18 1S 1E Exc S 5 ft thereof for Rd as
per B-1217 P-461 Mesa County Clerks Office 2296.45

2943-181-02-013

Lot 21 Blk 2 Meeks Sub Sec 18 1S 1E Exc S 5 ft thereof for Rd as
per B-1217 P-461 Mesa County Clerks Office 2296.45

2943-181-02-014

Lot 20 Blk 2 Meeks Sub Sec 18 1S 1E Exc S 5 ft thereof for Rd as
per B-1217 P-461 Mesa County Clerks Office 2296.45

2943-181-02-015

Lot 19 Blk 2 Meeks Sub Sec 18 1S 1E Exc S 5 ft thereof for Rd as
per B-1217 P-461 Mesa County Clerks Office 2296.45

2943-181-02-016

Lot 18 Blk 2 Meeks Sub Sec 18 1S 1E Exc S 5 ft thereof for Rd as
per B-1217 P-461 Mesa County Clerks Office 2296.45

2943-181-02-017

Lot 17 Blk 2 Meeks Sub Sec 18 1S 1E Exc S 5 ft thereof for Rd as
per B-1217 P-461 Mesa County Clerks Office 2296.45

2943-181-02-018

Lot 16 Blk 2 Meeks Sub Sec 18 1S 1E Exc S 5 ft thereof for Rd as
per B-1217 P-461 Mesa County Clerks Office 2296.45

2943-181-02-019

Lot 15 Blk 2 Meeks Sub Sec 18 1S 1E Exc S 5 ft thereof for Rd as per B-1217 P-461 Mesa County Clerks Office 2296.45

2943-181-02-020

Lot 14 Blk 2 Meeks Sub Sec 18 1S 1E Exc S 5 ft thereof for Rd as per B-1217 P-461 Mesa County Clerks Office 2147.76

2943-181-02-021 Lot 1 Blk 2 Meeks Sub Sec 18 1S 1E 4841.14

2943-181-03-001

Lot 1 Blk 3 Meeks Sub Sec 18 1S 1E Exc N 5 ft thereof for Rd as per B-1217 P-461 Mesa County Clerks Office 4462.71

2943-181-03-005

Lot 5 Blk 3 Meeks Sub Sec 18 1S 1E Exc N 5 ft thereof for Rd as per B-1217 P-461 Mesa County Clerks Office 2294.47

2943-181-03-006

Lot 6 Blk 3 Meeks Sub Sec 18 1S 1E Exc N 5 ft thereof for Rd as per B-1217 P-461 Mesa County Clerks Office 2294.47

2943-181-03-007

Lot 7 Blk 3 Meeks Sub Sec 18 1S 1E Exc N 5 ft thereof for Rd as per B-1217 P-461 Mesa County Clerks Office 2294.47

2943-181-03-008

Lot 8 Blk 3 Meeks Sub Sec 18 1S 1E Exc N 5 ft thereof for Rd as per B-1217 P-461 Mesa County Clerks Office 2294.47

2943-181-03-009

Lot 9 Blk 3 Meeks Sub Sec 18 1S 1E Exc N 5 ft thereof for Rd as per B-1217 P-461 Mesa County Clerks Office 2294.47

2943-181-03-010

Lot 10 Blk 3 Meeks Sub Sec 18 1S 1E Exc N 5 ft thereof for Rd as per B-1217 P-461 Mesa County Clerks Office 2294.47

2943-2943-181-03-011

Lot 11 Blk 3 Meeks Sub Sec 18 1S 1E Exc N 5 ft thereof for Rd as per B-1217 P-461 Mesa County Clerks Office 2294.47

2943-181-03-012

Lot 12 Blk 3 Meeks Sub Sec 18 1S 1E Exc N 5 ft thereof for Rd as per B-1217 P-461 Mesa County Clerks Office 2294.47

2943-181-03-013

Lot 13 Blk 3 Meeks Sub Sec 18 1S 1E Exc N 5 ft thereof for Rd as per B-1217 P-461 Mesa County Clerks Office 2163.62

2945-023-00-041

Beg 400 ft E & 157.8 ft N of SW Cor SE4SW4 Sec 2 1S 1W S 127.8 ft E 12 ft N 127.8 ft W to Beg 414.66

2945-023-00-042

Beg 30 ft N & 300 ft E of Sw Cor SE4SW4 Sec 2 1S 1W N 12718 ft E 100 ft S 127.8 ft W to Beg 3455.47

2945-023-14-006

Lots 5 & 6 Fairmount Heights 6910.96

2945-023-14-007

Lot 7 Blk 1 Fairmount Heights 3455.47

2945-023-14-008

Lot 8 Blk 1 Fairmount Heights 3455.47

2945-023-14-009

Lot 9 Blk 1 Fairmount Heights 3455.47

2945-023-14-010

Lot 10 Fairmount Heights 3455.47

2945-023-15-001

Lot 1 P D C Subdivision Sec 2 1S 1W 34426.35

2945-104-12-004

Lot 1 Blk 5 West Lake Park Annex 2nd Amended Sec 10 1S 1W 2418.84

2945-104-12-005

Lot 2 Blk 5 West Lake Park Annex 2nd Amended Sec 10 1S 1W 2418.84

2945-104-12-006

Lot 3 Blk 5 West Lake Park Annex 2nd Amended Sec 10 1S 1W 2991.07

2945-104-12-007

Lot 4 Blk 5 West Lake Park Annex 2nd Amended Sec 10 1S 1W 1852.14

2945-104-12-008

Lot 5 Blk 5 West Lake Park Annex 2nd Amended Sec 10 1S 1W 1852.14

2945-104-12-009

Lot 6 Blk 5 West Lake Park Annex 2nd Amended Sec 10 1S 1W 2991.07

2945-104-12-010

Lot 7 Blk 5 West Lake Park Annex 2nd Amended Sec 10 1S 1W 2418.84

2945-104-12-011

Lot 8 Blk 5 West Lake Park Annex 2nd Amended Sec 10 1S 1W 2418.84

2945-112-00-931

Beg at a Pt from which the W4 Cor of Sec 11 T1S R1W Ute Meridian Bears N 30 ft & E 546.20 ft W 382.58 ft S 200 ft E 252.80 ft N 57.37 ft E 154.02 ft N 117.9 ft to Pt of Beg 13219.96

2945-112-00-971

A Parcel of Land Located in the NE4NW4 Sec 11 1S 1W Bound by Vanderen Ford Sub on the W & Bookcliff Hts Sub on the S & by a Li also on the S that is N 73 deg. 35 min. E & Extending NEly to 7th St & by Patterson on the N with 7th St on the E Exc Mesa Co State of CO Health Dept Parcel on N & W thereof & also Exc Beg N 89 deg. 25 min. W 40 ft & S 30 ft fr N4 Cor Sec 11 1S 1W S 11.50 ft N 45 deg. W 1.26 ft S 89 deg. 25 min. E 11.50 ft to Beg 17484.71

2945-112-11-001

Lot 1 Vanderen-Ford Hts Replat Sec 11 1S 1W Exc Beg NW Cor Lot 1 S 89 deg. 54 min. E 17.50 ft S 40 deg. 56 min. 11 sec. W 26.43 ft N 0 deg. 32 min. W 20 ft to Beg for Rd as Desc Book-1245 Page-418 Mesa County Clerks Office 3801.02

2945-114-08-011

E 72 ft of Lot 12 Blk 2 Mesa Sub 663.45

2945-114-08-012

W 6.16 ft of Lot 12 & E 46 ft of Lot 13 Blk 2 Mesa Sub 480.64

2945-114-08-013

W 50178 ft of Lot 14 Blk 2 Mesa Sub 467.92

2945-114-08-014

W 27.39 ft of Lot 13 & E 22.61 ft of Lot 14 Blk 2 Mesa Sub 460.73

2945-114-08-015

Lot 15 Blk 2 Mesa Sub 532.79

2945-114-08-016

Lot 16 Blk 2 Mesa Sub 532.79

2945-114-08-017

Lot 17 Blk 2 Mesa Sub 590.84

2945-114-08-018

Lot 18 Blk 2 Mesa Sub 498.70

2945-114-08-019

Lot 19 Blk 2 Mesa Sub 498.70

2945-114-08-020

All of Lot 20 Blk 2 Mesa Sub 500.26

2945-114-08-021

E 50 ft of Lot 21 Blk 2 Mesa Sub 460.73

2945-114-08-022

S 52 ft of W 4.29 ft of Lot 21 & S 52 ft of Lot 22 Blk 2 Mesa Sub 539.79

2945-122-00-069

Beg SE Cor Lot 19 Blk 6 Fairmount Sub Sec 12 1S 1W N 76 ft W 100 ft S 76 ft E to Beg 1955.80

2945-122-00-117

Beg 190.5 ft E of NW Cor Lot 15 Blk 5 Fairmount Sub S 80 ft E 109.5 ft N 80 ft W 109.5 ft to Beg 2764.38

2945-122-00-125

Beg 190.5 ft E & 80 ft S of NW Cor Lot 15 Blk 5 Fairmount Sub S 70 ft E 109.95 ft N 70 ft W 109.5 ft to Beg 2418.84

2945-122-00-139

N 31.8 ft Lot 19 Blk 6 Fairmount Sub Sec 12 1S 1W & 32 Adj Vacated St on N as Desc B-973 P-482 County Clerks Office 1834.86

2945-122-00-148

Beg 76 ft N of SE Cor Lot 19 Blk 6 Fairmount Sub Sec 12 1S 1W W 150 ft N 56 ft E 150 ft to Beg & that Pt Beg 132 ft N of SE Cor Sd Lot 19 N 5.6 ft N 89 deg. 47 min. 37 sec. W 150 ft Alg Fence S 6.3 ft N 89 deg. 54 min. E 150 ft to Beg 2128.58

2945-122-00-151

Beg 31.8 ft S of NE Cor Lot 19 Blk 6 Fairmount Sub Sec 12 1S 1W S 87.3 ft S 89 deg. 54 min. W 300.7 ft N 87.3 ft N 89 deg. 54 min. E 300.7 ft to Beg Exc That Pt Beg S 106.8 ft fr NE Cor Sd Lot 19 S 89 deg. 31 min. 05 sec. W 150.1 ft S 11.3 ft N 89 deg. 54 min. E 150 ft N 12.3 ft to Beg 2591.60

2945-122-00-152

Beg S 106.8 ft fr NE Cor Lot 19 Blk 6 Fairmount Sub Sec 12 1S 1W S 89 deg. 31 min. 05 sec. W 150.1 ft S 11.3 ft N 89 deg. 54 min. E 150 ft N 12.3 ft to Beg & That Pt Beg 132 ft N of SE Cor Sd Lot 19 W 150 ft N 50 ft E 150 ft S to Beg Exc That Pt Beg 132 ft N of SE Cor Sd Lot 19 N 5.6 ft N 89 deg. 47 min. 37 sec. W 150 ft Alg Fence Li S 6.3 ft N 89 deg. 54 min. 54 sec. E 150 ft to Beg 1959.25

2945-122-08-001

Lot 1 Cedar Circle Sub Sec 12 1S 1W 3627.21

2945-122-09-001

Double Tree Sub - A Replat of Lots 1-5 Blk 4 NW Smith Add & Pt of Lot 33 Blk 10 Fairmount Sub Sec 12 1S 1W 18788.29

2945-122-12-011

Lot 5 Bookcliff Court Sub Amended Sec 12 1S 1W 2758.44

2945-122-12-012

Lot 6 Bookcliff Court Sub Amended Sec 12 1S 1W 11442.02

2945-122-12-014

Lot 1 Bookcliff Court Sub Amended Exc Beg NE Cor Lot 1 S 11 deg. 43 min. 41 sec. E Alg Ely Li Lot 1 89.20 ft to SE Cor Lot 1 N 20 deg. 20 min. 37 sec. W 87.85 ft to Nly Li Sd Lot 1 N 68 deg. 11 min. 55 sec. E Alg Nly Li Lot 1 13.37 ft to Beg Sec 12 1S 1W 8729.09

2945-134-00-011

Fr E4 Cor Sec 13 1S 1W W 1024.87 ft S 431.74 ft W 828.51 ft for Beg S 424.26 ft to Nly Li Hwy 6 & 24 S 72 deg. 52 min. W 100 ft

453.4 ft E 95.73 ft to Beg 9642.05

2945-134-03-010

E 135 ft Lot 3 Peterson-Irwin Sub Sec 13 1S 1W 11394.31

2945-134-03-011

W 15 ft Lot 3 Peterson-Irwin Sub Sec 13 1S 1W 1266.03

2945-134-03-017

Tract A of Lot 7 Peterson-Irwin Sub Replat of Lots 5 & 7 Sec 13 1S
1W 8440.50

2945-134-03-018

Tract B of Lot 7 Peterson-Irwin Sub Replat of Lots 5 & 7 Sec 13 1S
1W 10550.42

2945-134-03-019

Tract C of Lot 7 Peterson-Irwin Sub Replat of Lots 5 & 7 Sec 13 1S
1W 10550.42

2945-134-03-057

Lots 1 thru 5 Pinyon Park 2 Sub Sec 13 1S 1W 11522.24

2945-134-03-059

Lots 23 thru 27 Pinyon Park 2 Sub Sec 13 1S 1W 10335.72

2945-143-36-002

E 10 ft of Lot 7 & N 100 ft of Lots 8 to 12 Inc Blk 143 Grand
Junction 115.18

2945-143-36-003

S 25 ft of Lots 8 to 12 Inc Blk 143 Grand Junction 1439.79

2945-144-36-001

Lots 1 & 2 Blk 133 Grand Junction 575.91

2945-144-36-002

Lots 3 & 4 Blk 133 Grand Junction 575.91

2945-144-36-003

Lots 5 & 6 Blk 133 Grand Junction 575.91

2945-144-36-004

Lots 7 & 8 Blk 133 Grand Junction 575.91

2945-144-36-005

Lots 9 & 10 Blk 133 Grand Junction 575.91

2945-144-36-006

Lots 11-12-13 Blk 133 Grand Junction 863.87

2945-144-36-007

E 22 ft of Lot 15 & All Lot 16 Blk 133 Grand Junction 541.36

2945-144-36-008

Lot 14 & W 3 ft of Lot 15 Blk 133 Grand Junction 322.52

2945-144-36-009

Lot 17 Blk 133 Grand Junction 564.85

2945-144-36-010

Lots 33 & 34 Blk 133 Grand Junction 575.91

2945-144-36-012

Lots 31 & 32 Blk 133 Grand Junction 575.91

2945-144-36-013

Lots 29 & 30 Blk 133 Grand Junction 575.91

2945-144-36-014

Lots 27 & 28 Blk 133 Grand Junction 575.91

2945-144-36-015

Lots 25 & 26 Blk 133 Grand Junction 575.91

2945-144-36-016

Lots 21 to 24 Inc Blk 133 Grand Junction 1151.83

2945-144-36-017

Lots 18 to 20 Inc Blk 133 Grand Junction 1140.77

2945-252-00-052

Beg 577.5 ft S of NW Cor NE4NW4 Sec 25 1S 1W E 330 ft S 71.25 ft W
330 ft N to Beg Exc E 25 ft for Rd 1295.81

2945-252-00-054

Beg 148.5 ft E & 367.5 ft S of NW Cor NE4NW4 Sec 25 1S 1W E 181.5
ft S 70 ft W 181.5 ft N to Beg Exc E 25 ft for Rd 2418.84

2945-252-00-056

Beg 148.5 ft E & 297.5 ft S of NW Cor NE4NW4 Sec 25 1S 1W E 181.5
ft S 70 ft W 181.5 ft N 70 ft to Beg Exc E 25 ft for Rd 2418.84

2945-252-00-067

Beg 10 ft E & 465 ft S of NW Cor E2W2NE4NW4 Sec 25 1S 1W S 75 ft E
150 ft N 75 ft W to Beg 2591.60

2945-252-00-068

Beg 10 ft E & 615 ft S of NW Cor E2W2NE4NW4 Sec 25 1S 1W E 150 ft
N 75 ft W 150 ft S to Beg 2591.60

2945-252-00-082

Beg 148.5 ft E & 227.5 ft S of NW Cor NE4NW4 Sec 25 1S 1W S 70 ft
E 156.5 ft N 70 ft W to Beg 2418.84

2945-252-00-092

Beg 10 ft E & 175 ft S of NW Cor E2W2NE4NW4 Sec 25 1S 1W E 70 ft S
205 ft W 70 ft N 205 ft to Beg 7083.73

2945-252-00-093

Beg 10 ft E of NW Cor E2W2NE4NW4 Sec 25 1S 1W E 70 ft S 175 ft W
70 ft N 175 ft to Beg 4146.57

2945-252-00-094

Beg 380 ft S & 160 ft W of NE Cor E2W2NE4NW4 Sec 25 1S 1W W 160 ft
S 85 ft E 160 ft N to Beg 2937.15

2945-252-00-096

Beg 148.5 ft E & 507.5 ft S of NW Cor NE4NW4 Sec 25 1S 1W S 70 ft
E 156.5 ft N 70 ft W 156.5 ft to Beg 2418.84

2945-252-00-097

Beg 148.5 ft E & 437.5 ft S of NW Cor NE4NW4 Sec 25 1S 1W S 70 ft
E 156.5 ft N 70 ft W 156.5 ft to Beg 2418.84

2945-252-25-001

Lot 1 Cavanagh Sub Sec 25 1S 1W 3887.41

2945-252-25-003

Lot 3 Cavanagh Sub Sec 25 1S 1W 2073.29

DATED at Grand Junction, Colorado, this _____ day of _____, 1980.

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

By:

STATE OF COLORADO)		
) SS:		
COUNTY OF MESA)		

I, JANE S. QUIMBY, President of the City Council of the City of Grand Junction, Colorado, do hereby certify that the above and foregoing is the statement showing the assessable cost of the improvements in Grand Junction Improvement District No. ST-79, and apportions the cost upon each lot or tract of land or other real estate to the assessed for the same, all in accordance with the terms and provisions of Chapter 18 of the Code of Ordinances of the City of Grand Junction, Colorado, being Ordinance No. 178, as amended.

Dated this _____ day of _____, 1980.

President of the Council

Attest:

City Clerk

PASSED and ADOPTED this 15th day of October, 1980.

President of the Council

Attest:

City Clerk

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

RESOLUTION SUPPORTING PASSAGE OF AMENDMENT NO. 2 TO PROVIDE PARK, RECREATION, AND OPEN-SPACE FUNDS FOR CITIES AND COUNTIES THROUGH A STATE-SUPERVISED LOTTERY

The following Resolution was read:

RESOLUTION

SUPPORTING THE PASSAGE OF AMENDMENT NO. 2, TO PROVIDE PARK, RECREATION AND OPEN SPACE FUNDS FOR CITIES AND COUNTIES THROUGH A STATE-SUPERVISED LOTTERY.

WHEREAS, although in 1976 the voters of the State of Colorado approved a measure authorizing the General Assembly to establish a statement sweepstakes with proceeds earmarked for municipal and county park, recreation and open-space purposes, the courts determined that a Constitutional amendment was required to permit such action by the Legislature; and

WHEREAS, the benefits of the adoption of the proposed Constitutional Amendment No. 2 would be of great benefit to the citizens of the City of Grand Junction and the County of Mesa at a time when increased demands are being made for park acquisition and development and addition of recreation facilities and programs.

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

That the City Council urge the voters of the City of Grand Junction and the County of Mesa to vote "Yes" on proposed Constitutional Amendment No. 2 at the General Election on November 4, 1980, to permit the development of funds for the City and County for park, recreation and open-space funds.

PASSED and ADOPTED this 15th day of October, 1980.

President of the Council

Attest:

City Clerk

Upon motion by Councilman Dunn, seconded by Councilman Johnson and carried with Council members HOLMES AND O'DWYER voting NO, the Resolution was passed and adopted as read.

RESOLUTION URGING DEFEAT OF PROPOSED CONSTITUTIONAL AMENDMENT NO. 3 CONCERNING ANNEXATIONS TO CITIES AND TOWNS

The following Resolution was read:

RESOLUTION

URGING THE DEFEAT OF PROPOSED CONSTITUTIONAL AMENDMENT NO. 3 CONCERNING ANNEXATION TO CITIES AND TOWNS.

WHEREAS, at the General Election to be held on November 4, 1980, the voters of the State will be asked to vote upon a proposed amendment to the Constitution of the State of Colorado making radical changes in the procedures for annexing lands to cities and towns in the State; and

WHEREAS, the present law governing annexations was arrived at after long study and consideration of the interest of cities and towns and the lands abutting the cities and towns, achieving a true and fair balance between those interests; and

WHEREAS, the proposed amendment, arrived at out of controversy rather than considered action, was rejected by the legislature of the State of Colorado as it does not represent a fair balancing of the interests of the cities and towns and those who may want to be or should be a part of those cities and towns, and would create unwarranted hardship and expense in the annexation process;

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

That the voters of the City of Grand Junction and of the County of Mesa be urged to vote "No" on proposed Constitutional Amendment No. 3 at the General Election of November 4, 1980, as the passage of the amendment would not be in their best interest.

PASSED and ADOPTED this 15th day of October, 1980.

President of the Council

Attest:

City Clerk

Upon motion by Councilman Johnson, seconded by Councilman Dunn and carried with Councilman HOLMES voting NO, the Resolution was passed and adopted as read.

RESOLUTION REGARDING ANTONOPOULOS PROPERTY

The following Resolution was read:

RESOLUTION

WHEREAS, SAM and KAY ANTONOPOULOS are present record owners of Lots 1 through 24, inclusive, in Block 99, and Lots 9 through 12, inclusive, in Block 100, City of Grand Junction, Mesa County, Colorado (hereinafter referred to collectively as the "real property"); and

WHEREAS, the City of Grand Junction, Colorado (the "City") desires to acquire said real property in its entirety, and solely in its entirety, 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 of principal and interest to be made by the City for said real property shall be expressly subject to annual appropriations and payment by the City from current funds legally available therefor; and

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

WHEREAS, said Lots 1 through 24, inclusive, in Block 99, City of Grand Junction, Mesa County, Colorado (hereinafter referred to as "Parcel A") shall be acquired by the City as of the closing date hereof for a purchase price of \$1,050,000 and said Lots 9 through 12, inclusive, in Block 100, City of Grand Junction, Mesa County, Colorado (hereinafter referred to as "Parcel B") shall be acquired, pursuant to an existing Option Agreement with the City, by February 1, 1981, for a purchase price of \$327,000; and

WHEREAS, upon closing hereof, Boettcher shall assign its rights and obligations with respect to said Parcels A and B, respectively, to separate assignees;

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 in the manner set forth below and shall execute its Purchase Money Promissory Notes in the principal amounts of \$1,450,000 and \$400,000 with respect to Parcels A and B respectively; the \$1,850,000 aggregate principal amount of said Notes representing the respective purchase prices of Parcels A and B, \$1,050,000 and \$327,000 (in aggregate, \$1,377,000) capitalized interest in the respective amounts of \$123,250 and \$34,000 (in aggregate, \$157,250) to be deposited into the "Land Purchase Payment Fund", which Fund is described in Section 3 below, reserve fund allocation in the respective amounts of \$211,000 and \$39,000 (in aggregate, \$250,000) to be deposited in the "Land Purchase Reserve Fund," which Fund is described in Section 4 below, and underwriter's discount, allocable to the Note respecting Parcel A, in the amount of \$65,750; the deeds evidencing the City's title to said Parcels A and B shall be held in escrow and vesting of such title in the City to said real property shall be expressly conditional upon the payment by the City of all scheduled annual payments of principal and interest under said Notes, it being the intent of the parties hereto that the City acquire the real property in its entirety; said Notes shall be divisible and payable over a five-year period; the scheduled annual payments to be made by the City under said Notes on October 1 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 payments are not made by the City and the designated annual appropriation has not been made by the City for 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 payments and/or the designated annual appropriation for deposit for the next ensuing fiscal year.

The parties understand and agree that the purchase price of Parcel B, \$327,000, shall be funded by Boettcher, or its assigns, upon the execution by the City of the Purchase Money Promissory Note respecting Parcel B; that said funds shall be utilized in the acquisition of said Parcel B by the City, pursuant to an existing Option Agreement between the City and the present record owner by February 1, 1981; that, prior to such acquisition, said funds shall be invested by a mutually acceptable escrow agent pending such acquisition of Parcel B; that, upon such acquisition, said escrow agent shall disburse said funds to the Seller of Parcel B, accept delivery of general warranty deed to Parcel B in the City's name, and hold such deed in the same manner as the general warranty deed to Parcel A and in accordance with the instructions of the parties hereto contained in the Escrow Agreement and Instructions, *infra*; that, assuming such acquisition of Parcel B by February 1, 1981, and the payment to Seller by the escrow agent of the sum of \$327,000 by February 1, 1981, the aggregate principal amount of said Notes, \$1,850,000, together with interest

thereon at the rate of eight and one-half percent (8.50%) per annum, shall be payable as follows:

<u>Payment Date</u>	<u>Payment Amount</u>	<u>Princi- pal</u>	<u>Interest Paid</u>	<u>Remainin- g Principal</u>
10/1/82	\$257,250	\$100,000	\$1,750,000	
10/1/83	448,750	300,000	148,750	1,450,000
10/1/83	423,250	300,000	123,250	1,150,000
10/1/84	397,750	300,000	97,750	850,000
10/1/85	922,250	850,000	72,250	
	\$2,449,250	\$1,850,000	\$599,250	

That, notwithstanding any other term, provision, or condition of these proceedings, the parties hereto agree that, in the event, for any reason, said Parcel B shall not be acquired by said escrow

agent in the name of the City by February 1, 1981, and said \$327,000 shall not be disbursed by the Escrow Agent to the Seller as payment therefor, by February 1, 1981, then, in such event, the Purchase Money Promissory Note respecting Parcel B in the principal amount of \$400,000 shall be prepaid by the City on February 1, together with the accrued interest thereon; that the aggregate amount of such prepayment shall be \$414,166.67, representing \$14,166.67 accrued interest, \$327,000 to be disbursed by the Escrow Agent, \$39,000 to be disbursed by the City from the Reserve Fund, and \$34,000 to be disbursed by the City from the capitalized interest proceeds; in such event, the parties hereto understand and agree that the terms and conditions contained in three proceedings, including the provisions of the remaining Purchase Money Promissory Note respecting Parcel A, the Purchase Money Mortgage securing the same and the Escrow Agreement and Instructions, shall apply with full force and effect with respect to the conditional acquisition by the City of Parcel A, and that, consistent therewith, the aggregate principal amount of said Note, \$1,450,000, together with interest thereon at the rate of eight and one-half percent (8.50%) per annum, shall be payable as follows:

<u>Payment Date</u>	<u>Payment Amount</u>	<u>Princi pal</u>	<u>Paid Interest</u>	<u>Paid Remainin g Principal</u>
10/1/81	\$223,250	\$100,000	\$123,250	\$1,350,000
10/1/82	349,750	235,000	114,750	1,115,000
10/1/83	329.75	235,000	94,775	880,000

10/1/84309,8 00235,00074, 800645,000				
10/1/85699,8 25645,00054, 825				
\$1,912,400\$1 ,450,000462, 400				

Section 2. That the City will further execute its Purchase Money Mortgage to Boettcher, or its assigns, which Mortgages shall secure said Notes and encumber Parcels A and B, respectively, being conveyed to the City until such time as all designated annual payments of principal and interest under said Notes shall be paid by the City and shall entitle the City, as mortgagor, to a release of the mortgage liens in their entirety; in the event the City fails to make a designated annual payment of principal and interest under said Note, then in such event, the City shall convey to Boettcher, or its assigns, title in fee to said Parcels A and B and Boettcher, or its assigns, shall be entitled to all right, title, and interest in said Parcels A and B and shall, as soon as is practicably possible and within an amount of time as is commercially reasonable, sell Parcels A and B in their entirety; the proceeds of such sale shall first be applied by Boettcher, or its assigns, to the payment of the then outstanding principal under said Note, the accrued interest thereon, and the expenses associated with such sale; any and all remaining proceeds shall be disbursed to the City by Boettcher or its assigns; the parties understand and agree that, consistent with the provisions of Section 1, above, in the event Parcel B is not acquired from the Seller by February 1, 1981, and payment therefor in the amount of \$327,000 is not made by the escrow agent to Seller by February 1, 1981, then, in such event, mandatory prepayment of principal under the Purchase Money Promissory Note respecting Parcel B in the amount of \$400,000 together with accrued interest thereon, shall be made to Boettcher, or its assigns, on February 1, 1981; in such event, the Purchase Money Mortgage encumbering Parcel A shall remain in full force and effect so long as the principal of and the interest on the Purchase Money Promissory Note respecting Parcel A remain outstanding.

Section 3. That the Purchase Money Promissory Notes and the Purchase Money Mortgages 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 Four Hundred Fifty Thousand Dollars (\$1,450,000), 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>Principal</u>	<u>Interest</u>	<u>Remaining Principal</u>
10/1/81	\$223,250	\$100,000	\$123,250	\$1,350,000
10/1/82	349,750	235,000	114,750	1,115,000
10/1/83	329,750	235,000	94,750	880,000
10/1/84	309,800	235,000	74,800	645,000
10/1/85	699,825	256,450	54,825	
	\$1,912,400	\$1,450,000		

, 450, 000\$462 , 400				
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Upon payment of all designated installments of principal and interest, the Maker shall be entitled to release of the real property pledged pursuant to the terms of that certain Purchase Money Mortgage executed of even date herewith wherein the Make 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 aggregate of principal amounts paid pursuant to the Note and Mortgage, for procuring the release of property from its Mortgage, lien, upon the indebtedness evidenced hereby. Specifically, reference is made to the fact that, as set forth in said Mortgage, in case of the failure of the Maker hereof to make the designated annual payment of principal and interest hereunder as the same mature and become 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, and in accordance with the terms and conditions thereof.

This Note is subject to prepayment in full from funds lawfully available therefore, on any designated annual payment date, upon payment of the par amount of the then outstanding principal, together with accrued interest thereon.

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, receipts 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, situate in the County of Mesa, State of Colorado.

To have and to hold the same together with all and 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, except such liens and encumbrances of record.

This Mortgage is given to secure a Purchase Money Promissory Note between the parties of even date herewith in a principal amount of \$1,450,000, 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>Princi pal Paid</u>	<u>Interest Paid</u>	<u>Remainin g Principal</u>
10/1/81	\$223,250	\$100,000	\$123,250	\$1,350,000
10/1/82	349,750	235,000	114,750	1,115,000
10/1/83	329,750	235,000	94,750	880,000
10/1/84	309,800			

00235,00074, 800645,000				
10/1/85699,8 25645,00054, 825				
\$1,912,400\$1 ,450,000\$462 ,400				

Mortgagor's Entitlement to Release of Mortgage Lien. Mortgagor shall be entitled to a release of the mortgage lien evidenced hereby upon payment of all designated annual installments of principal and interest set forth above or upon prepayment as set forth in said Purchase Money Promissory Note.

Mortgagee's Rights in the event of Nonpayment by the City. In the event the City fails to make a designated annual payment of principal and interest under said Note, then, in such event, the Mortgagee, or its assigns, shall be entitled to all right, title, and interest in said real property and shall, as soon as is practicably possible and within an amount of times as is commercially reasonable, sell the subject property in its entirety; the proceeds of such sale shall first be applied by Mortgagee, or its assigns, to the payment of the then outstanding principal under said Note, the accrued interest thereon, and the expenses associated with such sale; any and all remaining proceeds shall be disbursed to the City by Mortgagee, or its assigns.

Escrow Agent. It is hereby understood that _____ will act as escrow agent, pursuant to the terms of this Mortgage and the instructions of the parties, to effectuate the rights and obligations of the parties to this Purchase Money Mortgage. Mortgagor agrees to pay all costs or expenses of the Escrow Agent in acting pursuant to such instructions.

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, two acres in aggregate, which the Mortgage encumbers. No judgment, deficiency or otherwise, may ever be sought or obtained against the Mortgagor.

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

MORTGAGOR:

CITY OF GRAND JUNCTION, COLORADO

By:

Title: _____

ATTEST:

MORTGAGEE:

\

By:\

Title: _____

ATTEST:

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 Four Hundred Thousand Dollars (\$400,000), 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:

Payment				
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<u>Date</u> <u>Payment</u> <u>Amount</u> <u>Princi</u> <u>pal</u> <u>Paid</u> <u>Interest</u> <u>Paid</u> <u>Remainin</u> <u>g</u> <u>Principal</u>				
10/1/81\$34,0 00\$34,000\$4 00,000				
10/1/8299,00 065,00034,00 0335,000				
10/1/8393,47 565,00028/47 5270,000				
10/1/8487,95 065,00022,95 0205,000				
10/1/85222,4 25205,00017, 425				
\$536,850\$400 ,000\$136,850				

Upon payment of all designated installments of principal and interest, the Maker shall be entitled to release of the real property pledged pursuant to the terms of that certain Purchase Money Mortgage executed of even date herewith wherein the Make is the mortgagor and Boettcher & Company, or its assigns, is the mortgagee. And all persons to whom these present may come are referred to the Mortgage for its effect upon the within Note and the application of the aggregate of principal amounts paid pursuant to the Note and Mortgage, for procuring the release of property from its Mortgage lien, upon the indebtedness evidenced hereby. Specifically, reference is made to the fact that, as set forth in said Mortgage, in case of the failure of the Maker hereof to make the designated annual payment of principal and interest hereunder as the same mature and become 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, and in accordance with the terms and conditions thereof.

This Note is subject to prepayment in full from funds lawfully available therefor, on any designated annual payment date, upon payment of par amount of the then outstanding principal, together with accrued interest thereon.

This Note is further subject to mandatory prepayment of the par amount of outstanding principal, together with the accrued interest thereon, on February 1, 1981, in the event, on such date, that the City of Grand Junction, Colorado, shall not have acquired, with the proceeds hereof, certain real property situate in the County of Mesa, State of Colorado.

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, situate in the County of Mesa, State of Colorado.

To have and to hold the same together with all and 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, except such

liens and encumbrances of record.

This Mortgage is given to secure a Purchase Money Promissory Note between the parties of even date herewith in a principal amount of \$400,000, 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>Princi- pal Paid</u>	<u>Interest Paid</u>	<u>Remainin- g Principal</u>
10/1/81	\$34,000	\$34,000	\$00	\$400,000
10/1/82	299,00	299,00	65,00	34,000
10/1/83	393,47	393,47	565,00	28,47
10/1/84	487,95	487,95	65,00	22,95
10/1/85	222,4	222,4	205,00	17,425
	\$536,850	\$400,000	\$136,850	

Mortgagor's Entitlement to Release of Mortgage Lien. Mortgagor shall be entitled to a release of the mortgage lien evidenced

hereby upon payment of all designated annual installments of principal and interest set forth above or upon prepayment and/or mandatory prepayment on February 1, 1981, as set forth in said Purchase Money Promissory Note.

Mortgagee's Rights in the event of Nonpayment by the City. In the event the City fails to make a designated annual payment of principal and interest under said Note, then, in such event, the Mortgagee, or its assigns, shall be entitled to all right, title and interest in said real property and shall, as soon as is practicably possible and within an amount of time as is commercially reasonable, sell the subject property in its entirety; the proceeds of such sale shall first be applied by Mortgagee, or its assigns, to the payment of the then outstanding principal under said Note, the accrued interest thereon, and the expenses associated with such sale; any and all remaining proceeds shall be disbursed to the City by Mortgagee, or its assigns.

Escrow Agent. It is hereby understood that _____ will act as escrow agent, pursuant to the terms of this Mortgage and the instructions of the parties, to effectuate the rights and responsibilities of the parties to this Purchase Money Mortgage. Mortgagor agrees to pay all costs or expenses of the Escrow Agent in acting pursuant to such instructions.

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, two acres in aggregate, which the Mortgage encumbers. No judgment, deficiency or otherwise, may/be sought or obtained against the Mortgagor. ever

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 4. That the Escrow Agreement and Instructions, to effectuate the rights and obligations of the parties hereto under the Purchase Money Promissory Note and the Purchase Money Mortgage, shall be in substantially the following form:

ESCROW AGREEMENT AND INSTRUCTIONS

_____, 1980

The City of Grand Junction, Mesa County, Colorado (the "City") and Boettcher & Company, or its assigns (hereinafter collectively referred to as "Boettcher"), herewith submit to you the following documents together with escrow instructions, pursuant to the agreement of the parties as set forth in Resolution No. _____, Series of 1980, adopted and approved by the City Council of the City of Grand Junction on the _____ day of _____, 1980, as amended by Resolution No. _____, Series of 1980, adopted and approved by the City Council of the City of Grand Junction on _____, 1980. Said Resolution, as amended, concerns the acquisition by the City of certain real property, conditional upon the payment by the City of certain sums annually over a five-year period. The real property is comprised of two parcels: Lots 1 through 24, inclusive, in Block 99, City of Grand Junction, Mesa County, Colorado ("Parcel A") and Lots 9 through 12, inclusive, in Block 100, City of Grand Junction, Mesa County, Colorado ("Parcel B").

The City and Boettcher deliver to you the following items to be held and disposed of by you in accordance with the instructions set forth below:

1. Purchase Money Promissory Note and Purchase Money Mortgage with the City as Make/Mortgagor and Boettcher as Payee/Mortgagee. The subject of said Note and Mortgage is Parcel A, as indicated by the legal description attached to said Mortgage and incorporated by reference therein. As set forth in said Note and Mortgage, annual payments to be made by the City as Maker/Mortgagor, are in accordance with the following schedule:

<u>Payment Date</u>	<u>Payment Amount</u>	<u>Princi pal</u>	<u>Inter est</u>	<u>Remain ing Princi pal</u>
10/1/81	\$223, 250	\$100,000	\$1,350,000	
10/1/81	349,750	235,000	114,750	1,115,000
10/1/83	329,752	235,000	94,775	880,000
10/1/84	309,800	235,000	74,800	645,000
10/1/85	699,825	256,450	54,825	
	<u>\$1,912,400</u>	<u>\$1,450,000</u>	<u>\$462,400</u>	

2. One Release of Mortgage Lien, executed by Boettcher, as Payee/Mortgagee, with respect to Parcel A.

3. General Warranty Deed, executed by the City, as Grantor, granting in fee simple all right, title and interest in Parcel A to Boettcher.

4. Certified funds in the amount of \$327,000.

5. Purchase Money Promissory Note and Purchase Money Mortgage with the City as Maker/Mortgagor and Boettcher as Payee/Mortgagee. The subject of said Note and Mortgage is Parcel B, as indicated by the legal description attached to said Mortgage and incorporated by reference therein. As set forth in said Note and Mortgage, annual payments to be made by the City, as Maker/Mortgagor, are in accordance with the following schedule:

<u>Payment Date</u>	<u>Payment Amount</u>	<u>Princi pal Paid</u>	<u>Interest Paid</u>	<u>Remainin g Principal</u>
10/1/81	134,000	\$34,000	\$400	,000
10/1/82	299,000	65,000	34,000	335,000
10/1/83	393,475	65,000	28,475	270,000
10/1/84	487,950	65,000	22,950	205,000
10/1/85	522,4			

25205,00017, 425				
\$536,850\$400 ,000\$136,850				

6. One Release of Mortgage Lien, executed by Boettcher as Payee/Mortgagee, with respect to Parcel B.

7. General Warranty Deed, executed by the City, as Grantor, granting in fee simple all right, title and interest in Parcel B to Boettcher.

8. General Warranty Deed, executed by _____, as Seller, granting in fee simple all right, title and interest in Parcel A to the City.

As Escrow Agent you are instructed as follows:

A. Instruction up to and including February 1, 1981:

1. The General Warranty Deed respecting Parcel A (Item #8) in your possession, with _____, as Grantor, and the City as Grantee, shall be recorded by you in the real property records of the County of Mesa, State of Colorado. You shall then continue to hold said deed in your possession.

2. You shall immediately invest the sum of \$327,000 (Item #4) in an interest bearing account, designated in the name of the City.

3. Subsequent to January 1, 1981, but in no event later than February 1, 1981, and upon notification by the City and Boettcher that said Parcel B is to be conveyed on a designated closing date by _____, as Seller, to the City, you shall, on such designated closing date, accept a General Warranty Deed, executed by _____, as Seller, granting in fee simple all right, title and interest in Parcel B to the City and you shall, simultaneously therewith, disburse to said Seller the sum of \$327,000 as payment in full of the purchase price of said Parcel B. All interest earnings on said sum shall be sent to the City with instructions to deposit the same to the "Investment Earnings Fund". You shall then record the deed to Parcel B in the manner set forth in instruction A.1., above, and hold said deed in your possession. All remaining documents in your possession shall be held and disposed of in accordance with the instructions, below, subsequent to February 1, 1981.

4. In the event you are not notified by the City and Boettcher that said Parcel B is to be so conveyed on a designated closing date no later than February 1, 1981, you shall, on February 1, 1981, disburse to Boettcher the sum of \$327,000 and you shall

disburse to the City all accrued interest on said sum with instructions to deposit the same to the "Investment Earnings Fund."

Upon notification by Boettcher or payment by the City in an amount sufficient to complete the mandatory prepayment of the Note respecting Parcel B (Item #5), you shall then mark said Note (Item #5) "Paid," deliver said Note and Mortgage (Item #5) together with the applicable Release of Mortgage Lien (Item #6) to the City, and you shall destroy the General Warranty Deed respecting Parcel B, with the City as Grantor and Boettcher as Grantee (Item #7). The remaining documents in your possession shall be held in accordance with the Instructions, below, subsequent to February 1, 1981.

B. Instructions Subsequent to February 1, 1981:

1. Scheduled annual payments of principal and interest under the Purchase Money Promissory Note (Notes) in your possession will be made in cash or certified funds directly to Boettcher. Boettcher will, within three days subsequent to such date of scheduled payment, notify you of the making of such payment by the City. Upon such notification you shall cause the Purchase Money Promissory Note (Notes) in your possession to be marked "Paid" as to the applicable principal and interest installment and, in such event, nothing further shall be required. Upon payment in full of all designated annual installments of principal and interest under the Purchase Money Promissory Note (Notes), or upon preliminary of such Note (Notes) as provided therein, you shall, upon notification of the same by Boettcher, deliver to the City the Purchase Money Promissory Note (Notes), the Purchase Money Mortgage (Mortgages) and the General Warranty Deed(s) (to Parcels A and B or, alternately, to Parcel A), with _____, as Grantor, and the City as Grantee; you shall destroy the General Warranty Deed (Deeds), with the City as Grantor and Boettcher as Grantee; and you shall deliver the Release (Releases) or Mortgage Lien, as executed by Boettcher, to the City.

2. If, within three days subsequent to the date of any scheduled annual principal and interest payment under the Purchase Money Promissory Note (Notes), you are not notified by Boettcher that such scheduled annual payment has been received, or that prepayment of such Note (Notes) has been made as provided therein, you shall on such date make written inquiry upon Boettcher and the City to verify the occurrence of non-payment by the City, as Maker under said Note (Notes).

Upon verification by Boettcher and the City, of such non-payment by the City, you shall deliver to the City the General Warranty Deed(s) (to Parcel A and B or, alternately, to Parcel A) with _____, as Grantor and the City as Grantee; you shall deliver to Boettcher the Purchase Money Promissory Note (Notes), the Purchase Money Mortgage (Mortgages), and the General Warranty Deed (Deeds), with the City as Grantor and Boettcher as Grantee; and you shall destroy the Release (Releases) of Mortgage Lien, executed by

Boettcher.

Notwithstanding anything to the contrary herein, the Escrow Agent shall have no duty to determine the performance or non-performance of any term or condition of the agreement between the parties hereto, and the duties and responsibilities of the Escrow Agent are limited to those specifically stated herein.

In the event of any disagreement or the presentation of adverse claims or demands in connection with or for any item affected hereto, the Escrow Agent shall be entitled to refuse to comply with any such claims or demands during the continuance of such disagreement and may refrain from delivery of any item affected hereby, and in so doing the Escrow Agent shall not become liable to the undersigned, or to any other person, due to its failure to comply with any such adverse claim or demand. The Escrow Agent shall be entitled to continue, without liability, to refrain and refuse to act:

a. Until all the rights of the adverse claimants have been finally adjudicated by a court having jurisdiction of the parties and the items affected hereby, after which time the Escrow Agent shall be entitled to act in conformity with such adjudication; or

b. Until all difference shall have been adjusted by agreement and the Escrow Agent shall have been notified thereof and shall have been directed in writing signed jointly or in counterpart by the undersigned and all persons making adverse claims or demands, at which time the Escrow Agent shall be protected in acting in compliance therewith.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement and Instructions to be executed the day and year first above written.

THE CITY OF GRAND JUNCTION, COLORADO

By:

Mayor

ATTEST:

City Clerk

BOETTCHER & COMPANY

By:

Title: _____

ATTEST

ACCEPTED this _____ day of _____, 1980.

Escrow Agent

By:

Title: _____

Section 5. That for the purpose of effectuating the payment by the City of the designated principal and interest under said Note (Notes), 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; in the event the City acquires parcel B by February 1, 1981, as is more fully set forth in Sections 1-3, supra, then the City shall deposit into such fund the following sums, to the extent appropriated annually by the City Council:

<u>Deposit Date</u>	<u>Amount</u>
10/1/80	\$257,250.00*
10/1/81	388,296.42
10/1/82	361,133.12
10/1/83	337,797.84
10/1/84	543,199.11

*Includes \$157,250 capitalized interest.

In the event the City does not acquire Parcel B by February 1, 1981, as is more fully set forth in Sections 1 and 2, supra, then the City shall deposit into such fund the following sums, to the extent appropriated annually by the City Council:

<u>Deposit Date</u>	<u>Amount</u>
10/1/80 not to exceed	\$257,250.00*
10/1/81 not to exceed	343,326.77
10/1/82 not to exceed	337,239.64
10/1/83 not to exceed	312,346.77
10/1/84 not to exceed	228,246.59

*Includes \$157,250 capitalized interest.

In the event the City does not acquire Parcel B by February 1, 1981, as is more fully set forth in Sections 1 and 2, supra, then the City shall deposit into such fund the following sums, to the extent appropriated annually by the City Council:

<u>Deposit Date</u>	<u>Amount;</u>
10/1/80 not to exceed	\$257,250.00*
10/1/81 not to exceed	\$343,326.77
10/1/82 not to exceed	\$337,239.64
10/1/83 not to exceed	\$312,346.77
10/1/84 not to exceed	\$228,246.59

*Includes \$157,250 capitalized interest.

In such event, it is agreed that, pursuant to the terms and conditions of Sections 1 and 2, supra, the City on February 1, 1981, shall utilize \$34,000 of such capitalized interest to effect mandatory prepayment of the Note respecting Parcel B.

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

under said Note (Notes).

Section 6. That for the purpose of securing the payment by the City of the designated principal and interest under said Note (Notes), there is hereby established the "Land Purchase Reserve Fund" in the principal amount of \$250,000, 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 (Notes); 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 (Notes) prior to the October 1, 1985, designated payment, then, in such event, the City pledges that it shall reconstitute the principal amount of said Fund, \$250,000, from current funds of the City legally available within the next six months, if in the next 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 (Notes) on October 1, 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 (Notes) on October 1, 1985.

Notwithstanding any other terms, condition, or provision of these proceedings, in the event the City fails to make a designated annual payment of principal and interest under said Note (Notes), then, in such event, the City shall, as soon as practicably possible, remit to Boettcher, or its assigns, the principal amount of said Fund, \$250,000.

It is additionally agreed that, pursuant to the terms and conditions of Sections 1 and 2, supra, in the event the City does not acquire Parcel B by February 1, 1981, then, in such event, the City shall utilize \$39,000 of the principal amount of said Reserve Fund to affect mandatory prepayment of the Note respecting Parcel B, the principal amount of said Reserve Fund shall be reestablished in the amount of \$211,000, and the terms and conditions of this Section 6 shall apply with full force and effect to the reestablished principal amount of said Reserve Fund.

Section 7. That for the purpose of effectuating the payment by the City of the designated principal and interest under said Note (Notes), 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 Payment Fund and the Land Purchase Reserve Fund; said deposits shall be reinvested 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 (Notes).

Section 8. That, in the event of nonpayment by the City Council with respect to any scheduled annual payment under said Note (Notes), the City covenants that it shall not purchase, lease, or rent real property for similar governmental purposes until after October 1, 1985, the date of the final scheduled annual payment under said Note (Notes). This covenant shall not apply to existing authorized, general obligations of the City for similar governmental real property acquisitions, entered into prior to the date hereof.

Section 9. 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 (Notes): 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 City and Boettcher, or its assigns, under the Purchase Money Promissory Note (Notes) and Mortgage (Mortgages), and all surveying costs with respect to said real property, in the event the City fails to make an annual payment of principal and interest under said Note (Notes).

Section 10. That, recognizing that Boettcher, or its assigns, will finance the City's acquisition of the subject real property, and recognizing that the security of Boettcher or its assigns, in this instance is limited solely to the real property which is the subject of the Purchase Money Promissory Note (Notes) and Mortgage (Mortgages), and recognizing that the City may terminate payments to Boettcher, or its assigns, without further liability pursuant to the terms of such Note (Notes) and Mortgage (Mortgages), and recognizing that, having no recourse against the City, Boettcher, or its assigns, shall require mortgage security adequate to cover the outstanding principal under said Note (Notes), the City hereby expresses its intent to make no changes in the zoning applicable to said real property so long as any principal and interest are outstanding under the Purchase Money Promissory Note (Notes).

Section 11. That the City expresses its firm intent not to impose covenants on the real property until all principal and interest under said Note (Notes) has been fully paid and discharged.

Section 12. That the City does not intend that the Note (Notes) should create a general obligation or debt in any constitutional or statutory sense, and that the City may terminate the payment of designated principal and interest installments under said Note (Notes) at any time without incurring additional liability.

Section 13. 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 Notes and Mortgages and the establishment of an appropriate Escrow Agreement between the City, Boettcher, or its assigns, and a mutually agreeable escrow agent to act and perfect the respective rights and obligations set forth in the Mortgages.

Section 14. 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 15. That all acts, orders, and resolutions and parts thereof in conflict with this Resolution are hereby rescinded.

ADOPTED AND APPROVED this 15th day of October, 1980.

CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

By:

Mayor

Attest:

City Clerk

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

AGREEMENT WITH GRAND VALLEY IRRIGATION COMPANY CONSENTING TO THE CITY'S SUBCONTRACT WITH CLIFTON FOR THE DIVERSION, CONVEYANCE AND DELIVERY OF THE CITY'S WATER THROUGH THE HEADGATE AND CANAL OF GRAND VALLEY

Upon motion by Councilman Johnson, seconded by Councilman Holmes and carried, the Agreement with the Grand Valley Irrigation Company was approved and the President of the Council was authorized to sign.

WATER COMPANIES

The City Manager reported that a number of water companies are drawing water from the City's flowline which transmits water from the Kannah Creek area to the City's water treatment plant. Each of these water companies exist through an agreement with the City which expires on October 20, 1987. He stated that it is the intent of the Staff to forward a letter to each of these companies indicating to them that in fact the City intends to comply with this agreement and asking them to take this time that has been

afforded them to allow for them to make other arrangements for receiving water. The purpose of the letter is so that each year this notice will be placed in the file of each of the water companies as a reminder that they are on notice to develop their own capability to serve water to their customers.

PUMP INSTALLATIONS KANNAH CREEK AREA

The City Manager reported that another letter will be going to the four known pump installers on one of the lateral ditches in the Kannah Creek Watershed where it is believed there are no water rights to these four pump installers. In most instances, it is presumed that the City's water is going through their pumps. There have been two or three new pumps installed during the past year and a half, and the City Manager feels it proper to put these people on notice that the unauthorized diversion from that ditch is inappropriate unless they have made and can prove they have made provision to receive water that belongs to them, whether it is by rent or by purchase. This, again, is to point out the City's right.

DEVELOPMENT BLOCK GRANT HEARINGS

The Assistant City Manager announced that notices will be published for public hearings to see if there is a need to make application for development block grants. If projects are warranted, final application will be brought to Council for final approval.

MESA COLLEGE TALENT CONTEST JUDGE

President Quimby announced that Frank Dunn has been tapped to serve as a Mesa College talent contest judge.

FAREWELL CHARLES TEED

President Quimby noted the retirement of Charles Teed and told him he will be missed.

MEETING WITH COUNTY COMMISSIONERS, AND AIRPORT AUTHORITY THURSDAY, OCTOBER 23 AT 7:00 A.M.

ADJOURNMENT

Upon motion by Councilman O'Dwyer, seconded and carried, the meeting was adjourned.

Neva B. Lockhart

Neva B. Lockhart, CMC
City Clerk