

CITY OF GRAND JUNCTION, COLORADO MINUTES OF THE REGULAR MEETING OF
THE CITY COUNCIL

December 20, 1989

The City Council of the City of Grand Junction, Colorado, convened in regular session the 20th day of December, 1989, at 7:30 p.m. in the City/County Auditorium at City Hall. Those present were John Bennett, Bill McCurry, Paul Nelson, O.F. Ragsdale, Conner Shepherd, Reford Theobald, and President of the Council R.T. Mantlo. Also present were City Manager Mark Achen, City Attorney Dan Wilson, and City Clerk Neva Lockhart.

President of the Council Mantlo called the meeting to order and Councilman Theobald led in the Pledge of Allegiance.

INVOCATION - Pastor Dick Zollner.

CONSIDERATION OF MINUTES

There being no corrections or additions to the Minutes of the December 6, 1989, regular City Council meeting, they were approved as submitted.

APPOINTMENTS TO CONTRACTORS' LICENSING BOARD

Upon motion by Councilman Ragsdale, seconded by Councilman Nelson and carried, David A. Reinertsen and Rollin K. Wilson were appointed to two-year terms on the Contractors' Licensing Board.

APPOINTMENTS TO THE VISITORS AND CONVENTION BUREAU

Upon motion by Councilman McCurry, seconded by Councilman Nelson and carried, the following appointments were made to the Visitors and Convention Bureau:

Councilman O.F. Ragsdale

Don Bramer - Three-Year Term (expires 12-31-92)

Juli Henrikson - Three-Year Term (expires 12-31-92)

Dan Sullivan - Two-Year Term (expires 12-31-91)

Vicki Felmlee - Two-Year Term (expires 12-31-91)

Tom Ralser - One-Year Term (expires 12-31-90)

Frank Bering, Jr. - One-Year Term (expires 12-31-90)

HEARINGS AND BID CONSIDERATIONS

President Mantlo noted that Item #6 under Hearings and Bid Considerations (Lincoln Park Gold Course Clubhouse Remodel) has

been removed from the agenda for further information.

Bridge Rail Improvements, 28 1/4 Road at the Grand Valley Canal,
1989 - Gonzales Construction - \$11,246

Upon motion by Councilman McCurry, seconded by Councilman Theobold and carried, the bids for Bridge Rail Improvements, 28 1/4 Road at the Grand Valley Canal, 1989, were accepted and the Contract was awarded to Gonzales Construction Company in the amount of \$11,246, and the City Manager was authorized to sign said Contract.

15th Street Interceptor, 1989 - Lyle States Construction -
\$704,407

Upon motion by Councilman Nelson, seconded by Councilman McCurry and carried, the bids for 15th Street Interceptor, 1989, were accepted and the Contract was awarded to Lyle States Construction in the amount of \$704,407, and the City Manager was authorized to sign said Contract.

Street Marking Paint for 1990 - Linear Dynamics - \$37,949.50

Upon motion by Councilman Shepherd, seconded by Councilman mcCurry and carried, the bids for Street Marking Paint for 1990 were accepted and the Contract was awarded to Linear Dynamics in the amount of \$37,949.50, and the City Manager was authorized to sign said Contract.

Gasoline and Diesel Fuel 1990 Contract - Lipson Oil Company -
\$115,119.15

Upon motion by Councilman Ragsdale, seconded by Councilman Nelson and carried, the bids for Gasoline and Diesel Fuel 1990 Contract were accepted and the Contract was awarded to Lipson Oil Company in the amount of \$115,119.15, and the City Manager was authorized to sign said Contract.

Computer Room Air Conditioner - Stone Sheet Metal-Mechanical, Inc.
- \$14,342

Upon motion by Councilman Bennett, seconded by Councilman Ragsdale and carried, the bids for Computer Room Air Conditioner were accepted and the Contract was awarded to Stone Sheet Metal-Mechanical, Inc., in the amount of \$14,342, and the City Manager was authorized to sign said Contract.

CHANGE ORDERS TO STREET PAVEMENT OVERLAYS, 1989 - UNITED COMPANIES
- \$21,078.54

Upon motion by Councilman Bennett, seconded by Councilman Nelson and carried, change orders to Street Pavement Overlays, 1989, United Companies, in the amount of \$21,078.54 were approved.

PROPOSED ORDINANCE - HEARING - I.D. ST-89 - ALLEY IMPROVEMENTS

BETWEEN 4TH AND 5TH STREETS, NORTH AVENUE AND GLENWOOD AVENUE -
ASSESSMENTS

A hearing was held after proper notice on I.D. ST-89 Alley Improvements between 4th and 5th Street, North Avenue and Glenwood Avenue. There were no letters, opponents or counterpetitions. The following entitled proposed ordinance was read: AN ORDINANCE APPROVING THE ASSESSABLE COST OF THE IMPROVEMENTS MADE IN AND FOR ALLEY IMPROVEMENT DISTRICT NO. ST-89 IN THE CITY OF GRAND JUNCTION, COLORADO, PURSUANT TO ORDINANCE NO. 178, ADOPTED AND APPROVED THE 11TH DAY OF JUNE, 1910, AS AMENDED; APPROVING THE APPORTIONMENT OF SAID COST TO EACH LOT OR TRACT OF LAND OR OTHER REAL ESTATE IN SAID DISTRICT; ASSESSING THE SHARE OF SAID COST AGAINST EACH LOT OR TRACT OF LAND OR OTHER REAL ESTATE IN SAID DISTRICT; APPROVING THE APPORTIONMENT OF SAID COST AND PRESCRIBING THE MANNER FOR THE COLLECTION AND PAYMENT OF SAID ASSESSMENT. Upon motion by Councilman Theobold, seconded by Councilman McCurry and carried, the proposed ordinance was passed for publication.

ORDINANCES ON FINAL PASSAGE - PROOFS OF PUBLICATION

Proofs of Publication on the following Ordinances proposed for final passage have been received and filed. Copies of the Ordinances proposed for final passage were submitted in writing to the City Council prior to the meeting.

ORDINANCE NO. 2455 - SUPPLEMENTAL APPROPRIATIONS FOR 1989

Upon motion by Councilman Shepherd, seconded by Councilman Nelson and carried, the following entitled proposed ordinance was read by title only: AN ORDINANCE MAKING SUPPLEMENTAL APPROPRIATIONS TO THE BUDGET OF THE CITY OF GRAND JUNCTION.

There were no comments. Upon motion by Councilman McCurry, seconded by Councilman Theobold and carried by roll call vote, the Ordinance was passed and adopted, numbered 2455, and ordered published.

ORDINANCE NO. 2456 - APPROPRIATIONS FOR 1990 - HEARING ON PROPOSED USE OF THE CITY'S ALLOCATION OF HIGHWAY USERS' TAX FUND MONEY AND THE COUNTY ROAD AND BRIDGE FUND

A hearing was held after proper notice on the Proposed Use of the City's Allocation of Highway Users' Tax Fund Money and the County Road and Bridge Fund. John Kenney, City Public Works Operations Manager, explained that the State Legislature has required that the City expend all Highway Users' Tax funds and State Road and Bridge funds by contract, and hold a hearing thereon. Plans are to use the funds for Street Maintenance Overlay and Reconstruction projects, all of which are accomplished by contract. There were no opponents, letters or counterpetitions. The hearing was closed.

Upon motion by Councilmen Shepherd, seconded by Councilman Nelson and carried, the following entitled proposed ordinance was read by

title only: AN ORDINANCE APPROPRIATING CERTAIN SUMS OF MONEY TO DEFRAY THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF GRAND JUNCTION, COLORADO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 1990, AND ENDING DECEMBER 31, 1990.

There were no comments. Upon motion by Councilman McCurry, seconded by Councilman Bennett and carried by roll call vote, the Ordinance was passed and adopted, numbered 2456, and ordered published.

ORDINANCE NO. 2457 - AMENDING THE GRAND JUNCTION ZONING AND DEVELOPMENT CODE, SECTION 5-7-7B.5 BY DELETING THE LAST SENTENCE OF PARAGRAPH B.5.b.; ADD TO PARAGRAPH B.5.a.; AND AMENDING SECTION 4-2-17 (PUBLIC ZONE) SECOND SENTENCE BY CHANGING THE WORD "SHALL" TO "MAY"

Upon motion by Councilman Shepherd, seconded by Councilman Nelson and carried, the following entitled proposed ordinance was read by title only: AMENDING SECTIONS 5-7-7B.5 AND 4-2-17 OF THE ZONING AND DEVELOPMENT CODE OF THE CITY OF GRAND JUNCTION.

There were no comments. Upon motion by Councilman Nelson, seconded by Councilman Ragsdale and carried by roll call vote, the Ordinance was passed and adopted, numbered 2457, and ordered published.

ORDINANCE NO. 2458 - AMENDING ARTICLE II, SECTION 35(b) OF CHAPTER 24, AND ARTICLE III, SECTION 77(3) OF CHAPTER 24 OF THE CODE OF ORDINANCES OF THE CITY OF GRAND JUNCTION, COLORADO

Upon motion by Councilman Shepherd, seconded by Councilman Nelson and carried, the following entitled proposed ordinance was read by title only: AMENDING ARTICLE II, SECTION 35(b) OF CHAPTER 24, AND ARTICLE III, SECTION 77(3) OF CHAPTER 24, OF THE CODE OF ORDINANCES OF THE CITY OF GRAND JUNCTION.

There were no comments. Upon motion by Councilman Bennett, seconded by Councilman Nelson and carried by roll call vote, the Ordinance was passed and adopted, numbered 2458, and ordered published.

ORDINANCE NO. 2459 - AUTHORIZING THE PURCHASE BY THE CITY OF THE SOMMERVILLE RANCH INCLUDING WATER RIGHTS

Mr. Roger Mahoney, 1282 Bookcliff Avenue, questioned the purchase price of \$1.6 million by the City for the Sommerville property. The City Attorney responded to the question. Mr. Mahoney questioned the City's procedure to acquire the Sommerville property and requested that this item be tabled to the next Council meeting.

Upon motion by Councilman Shepherd, seconded by Councilman Nelson and carried, the following entitled proposed ordinance was read by title only: AN ORDINANCE AUTHORIZING THE PURCHASE BY THE CITY OF

GRAND JUNCTION, COLORADO (THE "CITY") OF CERTAIN PROPERTY, INCLUDING WATER RIGHTS, FOR PURPOSES OF SUPPLYING WATER TO THE CITY; RATIFYING ACTIONS HERETOFORE TAKEN IN CONNECTION THEREWITH; AUTHORIZING THE ISSUANCE BY THE CITY OF A GENERAL OBLIGATION WATER NOTE IN PAYMENT OF A PORTION OF THE PURCHASE PRICE THEREFOR AND PROVIDING FOR THE PAYMENT OF SAID NOTE; AUTHORIZING THE EXECUTION AND DELIVERY OF A DEED OF TRUST IN CONNECTION WITH SAID NOTE AND PROVIDING FOR PERFORMANCE OF THE CITY'S OBLIGATIONS THEREUNDER; AND PROVIDING OTHER DETAILS IN CONNECTION WITH SAID PURCHASE AND SAID NOTE.

There were no other comments. Upon motion by Councilman Nelson, seconded by Councilman Theobald and carried by roll call vote, the Ordinance was passed and adopted as amended, numbered 2459, and ordered published.

RESOLUTION NO. 66-89 ADOPTING THE 1990 BUDGET (INCLUDING SALARY SCHEDULE AND POSITION CLASSIFICATIONS) FOR DEFRAYING THE EXPENSES AND LIABILITIES FOR THE FISCAL YEAR ENDING DECEMBER 31, 1990

The following Resolution was presented and read:

RESOLUTION NO. 66-89

A RESOLUTION ADOPTING A BUDGET (INCLUDING SALARY SCHEDULE AND POSITION CLASSIFICATIONS) FOR DEFRAYING THE EXPENSES AND LIABILITIES FOR THE FISCAL YEAR ENDING DECEMBER 31, 1990.

WHEREAS, in accordance with the provisions of Article VI, Section 50 of the Charter of the City of Grand Junction, the City Manager of said City has submitted to the City of Grand Junction, the City Manager of said City has submitted to the City Council, a budget estimate of the revenues of said City and the expenses of conducting the affairs thereof for the fiscal year ending December 31, 1990, and

WHEREAS, after full and final consideration of the budget estimate, the City Council is of the opinion that the budget should be approved and adopted.

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

That the budget estimate of the revenues and expenses of conducting the affairs of said City for the Fiscal Year ending December 31, 1990, as submitted by the City Manager, be and the same is hereby adopted and approved as the budget for defraying the expenses of and liabilities against said City for the fiscal year ending December 31, 1990.

PASSED and ADOPTED this 20th day of December, 1989.

/s/ R.T. Mantlo

President of the Council

Attest:

/s/ Neva B. Lockhart, CMC

City Clerk

1990 CLASSIFICATION AND COMPENSATION SCHEDULE

December 20, 1989

BUDGET ED POSITI ONS	CLASSI FICATI ON	RANGE	ENTRY	INTER I	INTER II	INTER III	PROFIC IENT
2	Conven tion Center Worker	5	1,184				1,362
2	Admini strati ve Clerk I	6	1,214				1,396
2	Meter Reader	9	1,308				1,504
1	Parkin g Contro l Office r	9	1,308				1,504
2	Admini strati ve Clerk II	10	1,341				1,542
3	Public Safety Teleco mmunic ator I	12	1,410				1,621
1	Senior Meter	13	1,511				1,662

	Reader						
11	Accounting Clerk	14	1,482				1,704
7	Administrative Secretary	14	1,482				1,704
8	Police Records Technician	14	1,482				1,704
1	Stores Clerk	14	1,482				1,704
2	Cemetery Groundskeeper	15	1,519				1,747
9	Public Safety Telecommunicator II	16	1,557				1,791
2	Stationary Equipment Operator	16	1,557				1,791
1	Wastewater Treatment Plant Operator I	16	1,557				1,791
2	Computer Operator	18	1,637				1,882
1	Deputy	18	1,637				1,882

	City Clerk						
1	Print Shop Operator	18	1,637				1,882
7	Senior Administrative Secretary	18	1,637				1,882
1	Cemetery Maintenance Worker	19	1,677				1,929
1	Golf Course Maintenance Worker	19	1,677				1,929
1	Parking Meter Service Technician	19	1,677				1,929
4	Parks Maintenance Worker	19	1,677				1,929
19	Public Works Maintenance Worker	19	1,677				1,929
10	Sanitation Equipment Operator	19	1,677				1,929
1	Evidence	20	1,719				1,977

	Custodian						
4	Forest ry Maintenance Worker	21	1,762				2,026
3	Senior Sanitation Equipment Operator	21	1,762				2,026
2	Street Sweeper Operator	21	1,762				2,026
1	Executive Secretary	22	1,806				2,077
1	Planning Technician I	22	1,806				2,077
1	Senior Computer Operator	22	1,888				2,077
5	Mechanic II	23	1,851				2,129
2	Parks Equipment Mechanic	23	1,851				2,129
4	Plant Mechanic	23	1,851				2,129
3	Senior Golf Course	23	1,851				2,129

	Maintenance Worker						
5	Senior Parks Maintenance Worker	23	1,851				2,129
20	Senior Public Works Maintenance Worker	23	1,851				2,129
1	Budget Aide	24	1,897				2,182
2	Engineering Technician	24	1,897				2,182
1	Planning Technician II	24	1,897				2,182
1	Police Crime Lab Technician	24	1,897				2,182
1	Police Technician	24	1,897				2,182
1	Wastewater Treatment Plant Operator III	24	1,897				2,182
20	Firefighter	25	1,864	1,939	2,032	2,218	2,237
1	Buyer	26	1,994				2,293

1	Cemete ry Mainte nance Crew Chief	27	2,043				2,350
1	Chef	27	1,945				2,237
1	Golf Course Mainte nance Crew Chief	27	2,043				2,350
1	Senior Mechan ic	27	2,043				2,350
2	Qualit y Contro l Labora tory Analys t	28	2,095				2,409
1	Senior Engine ering Techni cian	28	2,095				2,409
1	Survey Techni cian	28	2,095				2,409
6	Wastew ater Treatm ent Plant Operat or IV	28	2,095				2,409
4	Water Treatm ent Plant Operat or IV	28	2,095				2,409

12	Fire Engineer	29	2,147				2,469
5	Firefighter/Paramedic	29	2,147	2,227	2,308		2,469
44	Police Officer	29	2,036	2,138	2,245		2,469
1	Accountant	29	2,147				2,469
1	Administrative Analyst	30	2,201				2,531
2	Construction Inspector	30	2,201				2,531
1	Industrial Pre-Treatment Coordinator	30	2,301				2,531
1	Network Systems Administrator	30	2,201				2,531
1	Personnel Analyst	30	2,201				2,531
1	Planner I	30	2,201				2,531
2	Programmer Analyst	30	2,201				2,531

	t						
2	Parks Maintenance Supervisor	31	2,256				2,594
1	Police Records Administrator	31	2,256				2,594
5	Public Works Maintenance Supervisor	31	2,256				2,594
1	Water Supply Supervisor	31	2,256				2,594
1	Criminalist	32	2,312				2,659
2	Quality Control Laboratory Chemist	32	2,312				2,659
1	Senior Survey Technician	32	2,312				2,659
1	City Clerk	33	2,370				2,725
1	Equipment Maintenance Supervisor	33	2,370				2,725
12	Fire	33	2,370				2,725

	Unit Supervisor						
1	Senior Accountant	33	2,477				2,725
1	Wastewater Maintenance Supervisor	33	2,370				2,725
1	Assistant City Attorney	34	2,429				2,793
1	Planner II	34	2,429				2,793
1	Property Agent	34	2,429				2,793
1	Senior Construction Inspector	34	2,429				2,793
1	Senior Programmer Analyst	34	2,429				2,793
1	Traffic Engineer	34	2,429				2,793
1	Collections Supervisor	37	2,616				3,008
1	Communications Center Manager	37	2,616				3,008

	r						
1	Convention Center Manager	37	2,616				3,008
1	Fire Unit Supervisor/Paramedic	37	2,616				3,008
1	Golf Course Superintendent	37	2,616				3,008
10	Police Sergeant	37	2,865				3,008
3	Public Works Superintendent	37	2,616				3,008
1	Purchasing Agent	37	2,616				3,008
1	Quality Control Laboratory Supt.	37	2,616				3,008
2	Recreation Superintendent	37	2,616				3,008
1	Risk Manager	37	2,616				3,008
1	Volunteer	37	2,616				3,008

	Coordinator						
1	Water Treatment Plant Superintendent	37	2,616				3,008
2	Project Engineer	38	2,681				3,083
1	Wastewater Services Superintendent	39	2,748				3,160
1	Information Services Manager	40	2,817				3,239
7	Administrative Fire Officer	41	2,887				3,320
6	Police Lieutenant	41	3,162				3,320
1	Utility Engineer	42	2,959				3,403
1	Comptroller	43	3,033				3,488
1	Parks Manager	43	3,033				3,488
1	Public	43	3,033				3,488

	Works Operat ions Manage r						
1	City Planne r	45	3,186				3,664
1	Person nel Manage r	46	3,266				3,756
1	City Engine er	47	3,348				3,850
2	Police Captai n	47	3,667				3,850
1	Utilit y Manage r	47	3,348				3,850
1	Suprt. Svc. Dir./A sst. to the City Mgr	N/C					4,045
1	Financ e Direct or	N/C					4,146
1	Parks and Recrea tion Direct or	N/C					4,146
1	Fire Chief	N/C					4,356
1	City Attorn ey	N/C					4,465

1	Police Chief	N/C					4,465
1	Public Works and Utilities Director	N/C					4,465
1	City Manager	N/C					5,177
368							

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

RESOLUTION NO. 67-89 GRANTING ROAD RIGHT-OF-WAY EASEMENT ALONG 25 ROAD AND F 1/4 ROAD TO POMONA LATERAL DITCH COMPANY FOR THE UNDERGROUNDING OF THE POMONA IRRIGATION LATERAL

The following Resolution was presented and read:

RESOLUTION NO. 67-89

CONCERNING THE GRANTING OF AN EASEMENT TO THE POMONA LATERAL DITCH COMPANY

WHEREAS, The City of Grand Junction is the owner of certain real property described in the attached "Exhibit A" ("Property") which is presently used for Roadway and Utilities Right-of-Way purposes; and

WHEREAS, The Pomona Lateral Ditch Company is desirous of utilizing the Property for the installation and maintenance of laterals for the conveyance of irrigation water; and

WHEREAS, subject to the conditions of the attached Agreement, the City Council of the City of Grand Junction finds that said request is reasonable and in the public interest.

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

That the City Manager, on behalf of the City and as the act of the City, is hereby directed and authorized to execute an easement in favor of the Pomona Lateral Ditch Company, for use of the Property described in Exhibit A, to allow the installation and maintenance

of an irrigation lateral. Provided, however, that the grant of said easement shall be issued only upon the concurrent execution by the Pomona Lateral Ditch Company of the attached Agreement that the Pomona Lateral Ditch Company shall comply with each and every condition as set forth in the attached Easement.

PASSED and ADOPTED this 20th day of December, 1989.

/s/ R. T. Mantlo

President of the Council

Attest:

/s/Neva B. Lockhart, CMC

City Clerk

E A S E M E N T

THE CITY OF GRAND JUNCTION, a municipal corporation, Grantor, for the consideration of Ten Dollars (\$10.00), in hand paid by the POMONA LATERAL DITCH COMPANY, a private incorporated ditch company, Grantee, whose address is 652 24-1/2 Road, Grand Junction, Colorado 81506, the receipt whereof is hereby acknowledged, hereby grants unto the Grantee, its successors and assigns, a nonexclusive easement for the installation and maintenance of an irrigation lateral on, along, over, under and across the real property described in the attached Exhibit A, which is hereby incorporated by reference, herein called the "Property", subject to all prior existing rights-of ways and/or easements, including, but not limited to, roadways, canals, laterals, ditches, water, natural gas, power, telegraph and telephone lines, covering any part of the Property, together with the full right and authority to Grantee, its successors, licensees, lessees, contractors, assigns, agents and employees, to enter at all times upon said premises to survey, construct, repair, remove, replace, patrol, inspect, and maintain said irrigation lateral. Provided, however, that upon completion of the installation of said lateral, the Grantee shall, at its sole cost and expense, repair and restore the surface of the ground to a condition which is comparable with or better than that which existed at the commencement of the installation; provided, further, that in the event it becomes necessary for Grantee to disturb the surface of the Property and/or excavate the same for any purpose, including, but not limited to, repairs or maintenance to said lateral, then all of such excavation and disturbance shall be repaired and restored to the condition which existed prior to such disturbance or excavation. All of such repairs and the payment of the costs and expenses of the same shall be conducted and paid for by the Grantee.

Grantee shall, at its sole cost and expense, relocate the lateral, or pipe it underground, when required to do so by notice given to

Grantee by Grantor, to accommodate any and all future roadway improvements or utilities installations made by Grantor, or Grantor's successors, assigns or designees. If Grantor requires Grantee to relocate the lateral, Grantee may relocate the lateral in or under other property or rights-of-way owned by Grantor, but only upon obtaining prior written consent of the Grantor, which consent shall not be unreasonably withheld.

Grantee shall exercise the rights herein granted to it with due care, and all damages or injuries to persons or property resulting from the failure to exercise due care or the use and/or maintenance of the lateral, or other standard of care as may be applicable, shall be paid for or repaired at the expense of Grantee. Grantee, and each successor, licensee, lessee, contractor, assign, agent or employee who receives the benefit or use of this easement, shall indemnify Grantor, its officers, employees and agents, and hold Grantor, its officers, employees and agents harmless from any and all damages, claims for damages or causes of action to persons or property arising out of the use by Grantee of the Property and any maintenance, or failure to maintain, not arising from Grantor's sole negligence.

Grantee shall conduct its activities to the extent reasonably required, so that those activities do not prohibit or make more costly the joint use of the Property by Grantor, its successors or assigns, and the general public.

The provisions of this easement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto. Failure of Grantee to comply with any provisions hereof shall result in either or both of the following remedies: 1) Grantor may sue to enforce the provisions hereof and/or; 2) Grantor may require Grantee to remove its laterals from the Property and, in such event, Grantee shall cause the Property to be required or reconstructed to a condition which preexisted the construction of the lateral.

Signed and delivered this _____ day of _____, 1989.

CITY OF GRAND JUNCTION, COLORADO

By

City Manager

ATTEST:

City Clerk

STATE OF COLORADO)	
)	SS:
COUNTY OF MESA)	

The foregoing instrument was acknowledged before me this _____ day of _____, 1989, by Mark K. Achen as City Manager and Neva B. Lockhart as City Clerk of the City of Grand Junction, Colorado.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

Address _____

EXHIBIT A

Five (5) 20 foot wide strips or parcels of land lying, being and situate in Section 4, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado, the boundaries of which are 10 feet on either side of the following described centerline, to wit:

PARCEL NO. 1

Commencing at the Northeast corner of the SE1/4 NE1/4 of said Section 4, and considering the north line of said SE1/4 NE1/4 to bear N 88 deg. 00 min. 10 sec. W as a Basis of Bearings; thence N 88 deg. 00 min. 10 sec. W along the north line of said SE1/4 NE1/4 a distance of 50.0 feet; thence S 02 deg. 04 min. 48 sec. W a distance of 145.29 feet to the True Point of Beginning of Parcel No. 1; thence S 87 deg. 55 min. 12 sec. E a distance of 30.98 feet; thence S 02 deg. 04 min. 48 sec. W a distance of 353.0 feet; thence S 02 deg. 03 min. 53 sec. W a distance of 182.18 feet to the Point of Terminus.

PARCEL NO. 2

Commencing at the Northeast corner of the SE1/4 NE1/4 of said Section 4, and considering the north line of said SE1/4 NE1/4 to bear N 88 deg. 00 min. 10 sec. W as a Basis of Bearings; thence N 88 deg. 00 min. 10 sec. W along the north line of said SE1/4 NE1/4 a distance of 49.31 feet; thence S 02 deg. 04 min. 48 sec. W a distance of 344.30 feet to the True Point of Beginning of Parcel No. 2; thence S 87 deg. 55 min. 12 sec. E a distance of 20.59 feet to the Point of Terminus, said point being in the West line of

Parcel No. 1 described above.

PARCEL NO. 3

Commencing at the Northeast corner of the SE1/4 NE1/4 of said Section 4, and considering the north line of said SE1/4 NE1/4 go bear N 88 deg. 00 min. 10 sec. W as a Basis of Bearings; Thence S 01 deg. 57 min. 59 sec. W along the east line of said SE1/4 NE1/4 a distance of 493.35 feet to the True Point of Beginning of Parcel No. 3; thence N 87 deg. 58 min. 27 sec. W a distance of 9.72 feet to the Point of Terminus, said point being in the East line of Parcel No. 1 described above.

PARCEL NO. 4

Commencing at the Northeast corner of the SE1/4 NE1/4 of said Section 4, and considering the north line of said SE1/4 NE1/4 to bear N 88 deg. 00 min. 10 sec. W as a Basis of Bearings; thence N 88 deg. 00 min. 10 sec. W along the north line of said SE1/4 NE1/4 a distance of 49.31 feet; thence S 02 deg. 04 min. 48 sec. W a distance of 498.32 feet; thence S 02 deg. 03 min. 53 sec. W a distance of 162.66 feet to the True Point of Beginning of Parcel No. 4; thence S 87 deg. 56 min. 07 sec. E a distance of 20.51 feet to the Point of Terminus, said point being in the West line of Parcel No. 1 described above.

PARCEL NO. 5

Commencing at the Northeast corner of the SE1/4 SE1/4 of said Section 4, and considering the east line of said SE1/4 SE1/4 to bear N 01 deg. 57 min. 03 sec. E as a Basis of Bearings; thence N 88 deg. 14 min. 41 sec. W a distance of 34.61 feet to the True Point of Beginning of Parcel No. 5, said point being in the North right-of-way line for F-1/4 Road; thence S 01 deg. 51 min. 14 sec. W a distance of 10.0 feet; thence N 88 deg. 38 min. 15 sec. W a distance of 625.38 feet to the Point of Terminus.

AGREEMENT

THE POMONA LATERAL DITCH COMPANY, for itself, its successors and assigns, does hereby agree that it will abide by each and every condition contained in the foregoing Easement; that it shall indemnify the City of Grand Junction, its officers, employees and agents and hold it, its officers, employees and agents harmless from any and all claims and causes of action as recited in said Easement; and, at its cost and expense, relocate the lateral, when required to do so by notice given by Grantor, as set forth in said Easement, to accommodate future roadway improvements or utilities installations by the City of Grand Junction, its successors or assigns.

DATED at Grand Junction, Colorado, this _____ day of _____, 1989.

Pomona Lateral Ditch Company

President

Attest:

STATE OF COLORADO)	
)	SS:
COUNTY OF MESA)	

The foregoing Agreement was acknowledged before me this _____ day of _____, 1989, by _____ as President and _____ as _____ of Pomona Lateral Ditch Company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Address: _____

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

RESOLUTION NO. 68-89 AUTHORIZING A BUSINESS LEASE OF CITY PROPERTY AT 557 NOLAND AVENUE TO HELEN FELKINS, DOING BUSINESS AS SUPERIOR SADDLE TREE - \$500 PER MONTH

The following Resolution was presented and read:

RESOLUTION NO. 68-89

AUTHORIZING A BUSINESS LEASE OF THE CITY PROPERTY AT 557 NOLAND AVENUE TO HELEN FELKINS, DOING BUSINESS AS SUPERIOR SADDLE TREE

WHEREAS, the City of Grand Junction is owner of the following

described real property in The City of Grand Junction, Mesa County, Colorado, to wit:

Lot 11, Block 2, South 5th Street Subdivision in Section 23, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, Colorado,

also known as 557 Noland Avenue; and

WHEREAS, Helen Felkins, doing business as Superior Saddle Tree, is desirous of securing from the City a business lease for the above described real property, excluding, however, that portion which is presently leased to Umetco Minerals Corporation, for a term of three years and for a rental fee in the amount of \$500.00.

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

That the City Manager be authorized, on behalf of the City and as the act of the City, to execute the attached Business Lease agreement with Helen Felkins, doing business as Superior Saddle Tree, for the lease of said real property for a term of three years, commencing at 12:00 o'clock midnight on the 31st day of December, 1989, and terminating at 12:00 o'clock midnight on the 31st day of December, 1992, and for a rental fee of \$500.00 per month; provided, however, that the City shall make no warranties nor promises that the property is sufficient for the purposes contemplated by the Lessee; provided, further, that if and when that portion of property presently leased to Umetco Minerals Corporation is terminated, and when Umetco Minerals Corporation has relinquished any and all of its leasehold interest in the property, that portion of the property leased to Umetco Minerals Corporation shall automatically become a part of the attached Business Lease.

PASSED and ADOPTED this 20th day of December, 1989.

/s/ R. T. Mantlo

President of City Council

Attest:

/s/ Neva B. Lockhart, CMC

City Clerk

BUSINESS LEASE

THIS BUSINESS LEASE is entered into as of the _____ day of _____, 1989, between The City of Grand Junction, a municipal corporation, hereinafter referred to as "City", and Helen Felkins, doing business as Superior Saddle Tree Co., hereinafter referred to as "Lessee", whose address for the purpose of this Lease is 557

Noland Avenue, Grand Junction, Colorado 81501.

City is the owner of the following described real property and improvements situate in the City of Grand Junction, Mesa County, Colorado:

Lot 11, Block 2, South 5th Street Subdivision in Section 23, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, Colorado,

also known as 557 Noland Avenue (herein the "Property"), and has agreed to lease the Property to Lessee, excluding, however, that portion which is presently leased to Umetco Minerals Corporation, under the terms and conditions of this Lease.

In consideration of the payment of the rent and the performance of the promises set forth below, City does hereby lease to Lessee the above described Property.

1. The term of this Lease shall commence at 12:00 o'clock midnight on the 31st day of December, 1989, and terminate at 12:00 o'clock midnight on the 31st day of December, 1992.

2. Lessee agrees to pay City as rental for the Property the amount of \$500.00 per month, in advance, due and payable on or before the 1st day of each month during the terms of this Lease. In the event payment of the rent is not received on or before the 10th day of each month, Lessee agrees to pay a late charge of \$60.00, which shall be added to the amount of the rent due.

3. (a) Lessee agrees to timely pay any and all taxes levied against the Property and attributable to the occupancy by Lessee of the Property during the term of this Lease; and to promptly pay for all utilities charges including, but not limited to, natural gas, electricity, water, sewer and trash removal imposed with respect to the Property. (b) If Lessee fails to timely pay any and all amounts required pursuant to this Lease, the City may pay such amounts and in such event, the amount(s) paid by the City plus interest thereon at a rate of 18% per annum shall be added to the amount(s) of the rent due and payable by Lessee.

4. Lessee agrees to:

a. Maintain and keep all improvements and fixtures upon the Property, including but not limited to sewer connections, plumbing, heating and ventilation systems, wiring and glass, in good repair, all at Lessee's expense, and at the expiration of this Lease, surrender the Property and improvements thereon to City, in as good a condition as when Lessee entered the Property, reasonable use and wear excepted.

b. Keep the Property free from all litter, dirt, debris and obstructions.

c. Waiver and forego any claim, cause of action or demand Lessee may have against the City, its officers, agents and employees for injury to or destruction of any property of Lessee that may be lost, injured, destroyed or devalued as a result of the act, or failure to act, of Lessee or any third person; and to indemnify the City, its officers, agents and employees and to hold the City, its officers, agents and employees harmless from any and all claims, damages, actions, costs and expenses of every kind in any manner arising out of, or resulting from Lessee's use of the Property.

d. Use said Property for no purpose prohibited by the applicable laws of the United States for the State of Colorado, the County of Mesa or the City of Grand Junction; to comply with all police, fire and sanitary regulations imposed by any municipal, state or federal authority either now in force or hereinafter enacted, and to use the premises for no improper or questionable purposes whatsoever.

e. At its expense and during the term of this Lease, purchase and maintain in effect suitable liability insurance which will protect the City, its officers, employees and agents from liability in the event of loss of life, personal injury, or property damage suffered by any person or persons on, about or using the Property. Such insurance shall not be cancellable without thirty (30) days prior written notice to the City and shall be written for at least a minimum of Five Hundred Thousand Dollars (\$500,000.00), combined single limit. The certificate of insurance must be deposited with the City and must designate the City of Grand Junction, its officers, employees and agents as additional insureds.

5. Lessee has inspected the premises and accepts the premises and any improvements thereon in their present condition. Lessee agrees that the condition of the improvements and the Property is sufficient for the purposes of the Lessee. The City makes no warranties nor promises that the improvements nor the Property are sufficient for the purposes of the Lessee.

6. Lessee acknowledges that the City does not control whether or not hazardous materials and/or uranium mill tailings exists on the Property or on the improvements. Lessee acknowledges that in the event such materials or tailings must be removed that Lessee shall cooperate fully with any and all such removal efforts and that Lessee waives and releases the City and its officers, agents and employees from any claims for loss of business, lost profits or lost opportunities. City agrees to keep the Lessee informed concerning any plans to remove such materials and tailings but the City reserves the right, as owner, to approve the plan(s) for remediation or removal. If Lessee elects, Lessee may terminate this Lease if the plan(s) approved by the City are unacceptable. In such event, Lessee shall be thereafter released from its obligation to pay rent.

7. During the term of this Lease, Lessee shall have the exclusive

right-of-way for ingress and egress to and from the Property, provided that the City, its officers, employees and agents shall have the right to be on the Property during emergencies and may inspect the Property at anytime.

8. Upon termination of this lease, whether as above provided, or whether terminated any other way, Lessee agrees to surrender and deliver up the premises and all keys peaceably to the City immediately upon termination.

9. If Lessee fails to pay the rental payments plus any penalties due under this Lease on or before the specified due dates, or if Lessee is in default in the performance of any other term or condition of this Lease, the City may, at its option, terminate this Lease upon 30 days written notice. If Lessee fails within any such 30 day period to remedy each and every default specified in the City's notice, this Lease shall terminate. Any notices sent pursuant to this agreement shall be delivered by United States certified mail, return receipt requested, and shall be considered served upon Lessee of the date of mailing indicated on the postal receipt. All notices shall be sent to Lessee at 557 Noland Avenue, Grand Junction, Colorado 81501. All notices to the City shall be addressed to: Property Agent, 250 North 5th Street, Grand Junction, Colorado 81501.

10. Lessee shall not sublet, assign or transfer any of its interests in this Lease, or enter into any contract or agreement affecting Lessee's interest in this Lease, without obtaining the prior written approval of the City. Further, Lessee shall make no structural changes to the improvements without the prior written consent of the City, which consent shall not be unreasonably withheld.

11. If, upon termination of this Lease for reasons other than the default of the Lessee, City seeks to lease the Property to another party, then Lessee shall have the first right to lease the Property under the terms of the best bona fide offer acceptable to City. City shall notify Lessee in writing of the terms of any such bona fide offer, and Lessee shall have 10 days from City's mailing of such notice to exercise her first right of refusal by written notice to City.

12. This Lease shall terminate automatically in the event the Lessee becomes insolvent, is subject to a bankruptcy filing whether or not voluntary or involuntary, is subject to an assignment for the benefit of creditors, or if a receiver is appointed. In such event, the City may immediately retake possession.

13. Should Lessee fail, for whatever reason, to vacate the premises at the end or when this lease is terminated, Lessee agrees to pay to the City, in addition to all other sums due hereunder, daily rental in the amount of \$25.00 per day for each and every day thereafter. The parties agree that it would be

difficult to establish the actual damages to the City in such event and that said \$25.00 is an appropriate liquidated damages amount.

14. It is hereby stipulated and agreed that if and when that portion of property presently leased to Umetco Minerals Corporation is terminated, and when Umetco Minerals Corporation has relinquished any and all of its leasehold interest in the property, that portion of the property leased to Umetco Minerals Corporation shall automatically become a part of this Lease.

15. In the event City engages an attorney to enforce the City's rights hereunder, Lessee agrees to pay for the value or cost of such attorney, plus costs including the costs of any experts.

16. The provisions of this Lease are binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

THE CITY OF GRAND JUNCTION, COLORADO

BY:

City Manager

ATTEST:

City Clerk

LESSEE:

Helen Felkins,
dba Superior Saddle Tree Co.

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

MEMORANDUM OF AGREEMENT BETWEEN THE MESA COUNTY HEALTH DEPARTMENT AND CITY OF GRAND JUNCTION AS TO ANIMAL CONTROL SERVICES FOR 1990

Upon motion by Councilman McCurry, seconded by Councilman Theobold and carried, the Memorandum of Agreement between the Mesa County Health Department and the City of Grand Junction as to Animal Control Services for 1990 was approved.

AUTHORIZE MAYOR TO ENTER INTO CONTRACT WITH THE GRAND JUNCTION AREA CHAMBER OF COMMERCE FOR CLERICAL SUPPORT AND OFFICE SPACE FOR THE GRAND JUNCTION VISITORS AND CONVENTION BUREAU - \$2604 PER MONTH

Upon motion by Councilman Shepherd, seconded by Councilman Ragsdale and carried, the Mayor was authorized to enter into Contract with the Grand Junction Area Chamber of Commerce for clerical support and office space for the Grand Junction Visitors and Convention Bureau in the amount of \$2604 per month.

ADJOURNMENT

The President adjourned the meeting.

Neva B. Lockhart

Neva B. Lockhart, CMC
City Clerk