

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

May 16, 1990

The City Council of the City of Grand Junction, Colorado, convened in regular session the 16th day of May, 1990, at 7:30 p.m. in the City/County Auditorium at City Hall. Those present were John Bennett, Paul Nelson, Earl Payne, R.T. Mantlo, President of the Council Pro Tempore Conner Shepherd. Councilmember Reford Theobald and President of the Council Bill McCurry were absent. Also present were City Manager Mark Achen, City Attorney Dan Wilson, and City Clerk Neva Lockhart.

President of the Council Pro Tempore Shepherd called the meeting to order and Councilman Payne led in the Pledge of Allegiance.

INVOCATION - Councilman Paul Nelson

CONSIDERATION OF MINUTES

Upon motion of Councilman Bennett, seconded by Councilman Nelson and carried, the Minutes of the May 2, 1990 City Council meeting were approved as submitted.

PROCLAMATION DECLARING MAY 20-26, 1990, AS "NATIONAL PUBLIC WORKS WEEK" IN THE CITY OF GRAND JUNCTION

PROCLAMATION DECLARING JUNE 9, 1990, AS "PLANT PRETTY PETUNIAS DAY" IN THE CITY OF GRAND JUNCTION

DISCUSSION OF PROPOSED BALLOT ISSUE NOVEMBER 6, 1990, TO INCREASE THE MILL LEVY FOR THE MESA COUNTY PUBLIC LIBRARY

Mr. Bill Holmes and Katherine Herzog, Mesa County Public Library Board members, and Library Director Linda O'Connell were present. Ms. Herzog, 390 1/2 Ridgeview Drive, noted a proposed increase in the Mill Levy from 1.5 mills to 3 mills for the Library to be a ballot issue on November 6, 1990. The purpose of her presentation was to:

1. Advise governing representatives of the necessity of additional library funding;
2. Enlist the City's support for the increased mill levy for the library which will appear on the November 6, 1990, ballot.

Information packets were distributed to Council.

CONSIDERATION OF BIDS - AWARD OF CONTRACTS

Stocker Stadium Sound System - Listen Up of Denver - \$85,058

1. Appropriate \$55,000 from General Fund Contingency and Transfer

to the Stadium Account (10713) for the Design and Installation of the Stadium Sound System.

Engineering Services Contract with Rolland Engineering for Alley Design (Cross alley between 6th and 7th Streets and Grand and Ouray, cross alley between 7th and 8th Streets and Hill and Teller) - \$12,610

Engineering Services Contract with O'Connor for 24th Street Reconstruction, Gunnison to Belford - \$5,440

Engineering Services Contract with Banner/Ciavonne for South 7th Street Reconstruction, Railroad to Struthers (Preliminary Design Phase) - \$16,400

Engineering Services Contract with Banner/Ciavonne for West Avenue Alignment Study, Highway 50 to Highway 340 - \$12,150

Upon motion of Councilman Nelson, seconded by Councilman Mantlo and carried, bids on the above were accepted, Contracts were awarded as noted, and the City Manager was authorized to sign said Contracts.

HEARING #18-90 - PROPOSED ORDINANCE - TEXT AMENDMENTS TO THE ZONING AND DEVELOPMENT CODE FOR 1990

A hearing was held after proper notice on the petition by the City of Grand Junction to amend the Zoning and Development Code. There were no opponents, letters, or counterpetitions. The following entitled proposed ordinance was presented and read: AMENDING SECTIONS 4-3-4, 4-6-2, 5-1-9, AND CHAPTER 12 OF THE ZONING AND DEVELOPMENT CODE OF THE CITY OF GRAND JUNCTION. Upon motion of Councilman Nelson, seconded by Councilman Mantlo and carried, the proposed ordinance was passed for publication.

PROPOSED ORDINANCE - AMENDING SECTION 31-12-F OF CHAPTER 31 OF THE CODE OF ORDINANCES OF THE CITY, SENIOR CITIZEN WATER RATES

The following entitled proposed ordinance was presented and read: AN ORDINANCE AMENDING THE WATER RATES IN THE CITY OF GRAND JUNCTION. Upon motion of Councilman Mantlo, seconded by Councilman Payne and carried, the proposed ordinance was passed for publication.

PROPOSED ORDINANCE - AMENDING SECTION 14-12, CHAPTER 14 OF THE CODE OF ORDINANCES OF THE CITY, SENIOR CITIZEN TRASH RATES

The following entitled proposed ordinance was presented and read: AN ORDINANCE CONCERNING GARBAGE AND TRASH AND AMENDING THE RATE FOR COLLECTION OF SAME IN THE CITY OF GRAND JUNCTION. Upon motion of Councilman Mantlo, seconded by Councilman Nelson and carried, the proposed ordinance was passed for publication.

ORDINANCE NO. 2475 - EXPANDING THE BOUNDARIES OF THE GRAND

JUNCTION, COLORADO, DOWNTOWN DEVELOPMENT AUTHORITY

Proof of Publication on the above Ordinance proposed for final passage has been received and filed. A copy of the Ordinance was submitted in writing to the City Council prior to the meeting.

Upon motion of Councilman Bennett, seconded by Councilman Payne and carried, the following entitled proposed ordinance was read by title only: AN ORDINANCE EXPANDING THE BOUNDARIES OF THE GRAND JUNCTION, COLORADO, DOWNTOWN DEVELOPMENT AUTHORITY.

There were no comments. Upon motion of Councilman Mantlo, seconded by Councilman Nelson and carried by roll call vote, the Ordinance was passed, adopted, numbered 2475, and ordered published in pamphlet form.

RESOLUTION NO. 36-90 AUTHORIZING THE CITY MANAGER TO EXECUTE AN EASEMENT AGREEMENT WITH THE GRAND JUNCTION DRAINAGE DISTRICT (PROVIDES FOR DRAINAGE EASEMENT ACROSS CITY PROPERTY)

The following Resolution was presented and read:

RESOLUTION NO. 36-90

CONCERNING THE GRANTING OF AN EASEMENT TO THE GRAND JUNCTION DRAINAGE DISTRICT

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

That the City Manager is hereby authorized to execute an Agreement and Grant of Easement in favor of the Grand Junction Drainage district to be used for the installation, maintenance and repair of the Redlands Parkway Drain across the real property described as follows:

A 25 foot wide non-exclusive easement for storm drainage purposes on, along, over and across a part of the NE4NE4 of Section 8, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado, said easement lying 10 feet west and 15 feet east of the following described line:

Commencing at the NE corner of said Section 8; thence S 89 deg. 54 min. 36 sec. W along the North line of the NE4NE4 of said Section 8 a distance of 1327.51 feet to the NW corner of the NE4NE4 of said Section 8; thence S 00 deg. 22 min. 14 sec. E along the West line of the NE4NE4 of said Section 8 a distance of 672.99 feet to a point on the Southerly right-of-way line of the Redlands Parkway; thence S 89 deg. 10 min. 16 sec. E, along said Southerly right-of-way line, a distance of 10.0 feet to the Point of Beginning of said 25 foot wide easement; thence S 00 deg. 22 min. 14 sec. E, parallel with and 10.0 feet East of the West line of the NE4NE4 of said Section 8, a distance of 200.0 feet to a point on the North Bank of the Colorado River, said point being the

Point of Terminus of said 25 foot wide easement.

The side lines of said 25 foot wide easement to be extended or shortened to meet at angle points and to terminate at said North Bank of the Colorado River.

Subject to the terms, conditions and provisions of the attached Agreement and Grant of Easement.

PASSED and ADOPTED this 16th day of May, 1990.

/s/ Conner W. Shepherd

President of the Council Pro Tempore

Attest:

/s/ Neva B. Lockhart, CMC

City Clerk

AGREEMENT

THIS AGREEMENT is made as of this _____ day of May, 1990, between the CITY OF GRAND JUNCTION, a municipal corporation ("City"), whose address is 250 North 5th Street, Grand Junction, Colorado 81501, and the GRAND JUNCTION DRAINAGE DISTRICT ("District"), whose address is 722 23 Road, Grand Junction, Colorado 81505.

RECITALS:

A. City owns the real property described on the attached Exhibit A ("Property"). The Property is encumbered by an open drain system, commonly known as the Redlands Parkway drain, which is operated and maintained under jurisdiction of the District.

B. The City and the District agree that the installation of a drain tile line by the District, thereby undergrounding and covering the open drain system, is for the mutual benefit of the parties hereto.

C. The District desires to obtain a recorded non-exclusive easement applied to the drain system across the Property, which easement is more particularly described in the attached Exhibit B.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and agreements contained herein, the City and District agree as follows:

1. The District may install, at its sole cost, a drain tile line in order to underground and cover the existing drain system. Said drain tile line shall be constructed so as to allow the continued use of the surface by the City and the general public, including

normal vehicular traffic thereon.

2. The City agrees to grant to the District a non-exclusive Easement for the drain system on, along, over, under and across the parcel described in the attached Exhibit B. Said grant shall include the reasonable right of ingress and egress to accomplish the installation, maintenance and repair of said drain tile line, including the right to bring the necessary equipment upon the premises to accomplish the same. The City agrees that said easement shall not be burdened or overburdened by erection or placing of any improvement thereon which might prevent reasonable access to and across said easement, and that any operation on the premises by the City will be done so in a manner that will not cause damage to said drain tile line.

3. The easement granted to the District by City will be subject to the following conditions:

a. Subject to the provisions of Paragraph 3(c), the district shall hold the City harmless from costs associated with maintaining, repairing or rebuilding said storm drainage facility.

b. The City and the general public shall have the right to use and occupy the easement area for any purpose not inconsistent with the District's full enjoyment of the rights granted. The District shall conduct its activities in a reasonable way so as to not limit the joint use of the easement area by the City and the general public.

c. Any damage caused to the drain line as a result of the City's activities will be repaired by the City.

d. The district shall, at its sole cost, maintain said drain line in good working condition at all times and do so in a good and workmanlike manner.

e. Any liability for personal injury to the District, its officers, employees and agents, or any third persons, as a result of or arising out of or relating to the use or occupancy of the easement area by the District, not arising from the willful misconduct by the City, shall be borne by the District. Further, the District agrees to indemnify and hold harmless the City, its officers, employees and agents against any loss or damage which should result from, arise out of or be attributable to the use of the easement area, not arising from the willful misconduct of the City, whether or not such use is permitted hereunder.

f. At such time and in the event the easement area shall be abandoned for a period of one (1) year, the property interest of the District therein shall immediately terminate and shall thereafter revert to the City, its successors and assigns.

4. Upon completion of the installation of the drain tile line, and upon completion of any future maintenance and repair of said drain

line, the District shall, at its sole cost and expense, return the condition of the ground and/or any other appurtenances on the Property which are damaged or altered as a result of the District's activities to a condition as nearly as practicable to their original condition, or better.

5. In the event that any party hereto brings or commences legal proceedings to enforce any of the terms this Agreement, the successful party in such action shall be entitled to receive from the losing party a reasonable sum as attorney's fees and costs, to be fixed by the court in the same action. Any legal proceedings pursuant to this Agreement shall be in Mesa County, Colorado.

6. The conditions and provisions contained herein, and in the attached Grant of Easement, shall constitute a covenant running with the real property described in the attached Exhibit A, and shall benefit and be binding upon the City and the District and their successors, transferees and assigns.

DATED as of the day and year first above written.

The City of Grand Junction,
a municipal corporation

City Manager

Attest:

City Clerk

Grand Junction Drainage District

Attest:

EXHIBIT A

A parcel of land situated in the NE4NE4 of Section 8, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado, being more particularly described as follows:

Commencing at the found Mesa County Survey Monument for the corner common to Sections 4, 5, 8 and 9, Township 1 South, Range 1 West

of the Ute Meridian, thence S 89 deg. 54 min. 36 sec. W (Basis of Bearings) 1327.51 feet along the North line of said Section 8 to the East 1/16 corner common to said Sections 5 and 8; thence S 00 deg. 22 min. 14 sec. E 672.99 feet along the West line of the NE4NE4 of said Section 8 to a point on the Southerly right-of-way line of the Redlands Parkway, being the Point of Beginning of the parcel herein described; thence along said Southerly right-of-way line as follows: S 89 deg. 10 min. 06 sec. E 240.65 feet, thence S 50 deg. 25 min. 12 sec. E 53.19 feet to a point on a 193.24 foot radius non-tangent curve to the left, the radius point of which bears N 89 deg. 40 min. 13 sec. E, thence 142.20 feet along the arc of said curve, the chord of which bears S 21 deg. 24 min. 38 sec. E 139.01 feet through a central angle of 42 deg. 09 min. 42 sec., thence leaving said Southerly right-of-way line S 00 deg. 19 min. 47 sec. E 374.7 feet, more or less, to the North Bank of the Colorado River, thence N 66 deg. 50 min. 31 sec. W 361.0 feet, more or less, along the North Bank of the Colorado River, to a point on the West line of the NE4NE4 of said Section 8; thence leaving the North Bank of the Colorado River N 00 deg. 22 min. 14 sec. W 399.5 feet, more or less, along the West line of the NE4NE4 of said Section 8 to the Point of Beginning.

EXHIBIT B

A 25 foot wide non-exclusive easement for storm drainage purposes on, along, over and across a part of the NE4NE4 of Section 8, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado, said easement lying 10 feet west and 15 feet east of the following described line:

Commencing at the NE corner of said Section 8; thence S 89 deg. 54 min. 36 sec. W along the North line of the NE4NE4 of said Section 8 a distance of 1327.51 feet to the NW corner of the NE4NE4 of said Section 8; thence S 00 deg. 22 min. 14 sec. E along the West line of the NE4NE4 of said Section 8 a distance of 672.99 feet to a point on the Southerly right-of-way line of the Redlands Parkway; thence S 89 deg. 10 min. 16 sec. E, along said Southerly right-of-way line, a distance of 10.0 feet to the Point of Beginning of said 25 foot wide easement; thence S 00 deg. 22 min. 14 sec. E, parallel with and 10.0 feet East of the West line of the NE4NE4 of said Section 8, a distance of 200.0 feet to a point on the North Bank of the Colorado River, said point being the Point of Terminus of said 25 foot wide easement.

The side lines of said 25 foot wide easement to be extended or shortened to meet at angle points and to terminate at said North Bank of the Colorado River.

GRANT OF EASEMENT

THIS GRAND OF EASEMENT made and entered into this _____ day of _____, 1990, by and between the CITY OF GRAND JUNCTION, a municipal corporation ("Grantor"), whose address is 250 North 5th Street, Grand Junction, Colorado 81501, and the GRAND JUNCTION

DRAINAGE DISTRICT ("Grantee"), whose address is 722 23 Road, Grand Junction, Colorado 81505.

WITNESSETH THAT for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor has this date bargained, conveyed, delivered, transferred and sold, and by these presents, does bargain, convey, deliver, transfer and sell unto the Grantee, its successors and assigns, a non-exclusive easement for maintenance and repair to the Redlands Parkway Drain (hereinafter referred to as the "Drain"), said easement being described on Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as the "Easement Area").

Grantor and the general public shall have the right to use and occupy the Easement Area for any purpose not inconsistent with Grantee's full enjoyment of the rights hereby granted; Grantee shall conduct its activities in a reasonable way so as to not limit the joint use of the Easement Area by the Grantor and the general public.

Grantee shall have the reasonable right of ingress and egress to accomplish the maintenance and repair of the Drain, including the right to bring the necessary equipment upon the premises to accomplish the same. The Grantor agrees that the Easement Area, and ingress and egress to the Easement Area, shall not be burdened or overburdened by erection or placing of any improvement thereon which might prevent reasonable access to and across said easement, and that any operation on the premises by the Grantor, its successors and assigns, will be done so in a manner that will not cause damage to the Drain.

Grantee shall, at its sole cost, maintain the Drain at all times in good working condition, and further, shall be responsible for, at its sole cost, restoring and repairing the Easement Area to a condition which preexisted any maintenance or repair work to the Drain.

Grantee shall hold the Grantor harmless from costs associated with maintaining, repairing or rebuilding the Drain, provided, however, that any damage caused to the drain line as a result of activities by the Grantor, its successors or assigns, will be repaired by the Grantor, its successors or assigns.

Any liability for personal injury to Grantee, its employees, agents and invitees, or any third persons, as a result of or arising out of or relating to the use or occupancy of the Easement Area by Grantee, not arising from the willful misconduct of the Grantor, its successors or assigns, shall be borne by Grantee. Further, Grantee agrees to indemnify Grantor, its officers, employees and agents, and to hold Grantor, its officers, employees and agents harmless against any loss or damage which should result from, arise out of or be attributable to the use of the Easement Area, not arising from the willful misconduct of the Grantor, its

successors or assigns, whether or not such use is permitted hereunder.

At such time and in the event the Easement Area shall be abandoned for a period of one (1) year, the property interest of Grantee therein shall immediately terminate and shall thereafter revert to Grantor, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

The City of Grand Junction,
a municipal corporation

City Manager

Attest:

City Clerk

STATE OF COLORADO)	
)	SS.
COUNTY OF MESA)	

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by Mark K. Achen as City Manager and Neva B. Lockhart as City Clerk of the City of Grand Junction.

My Commission expires: _____

Witness my hand and official seal.

Notary Public

EXHIBIT A

A 25 foot wide non-exclusive easement for storm drainage purposes on, along, over and across a part of the NE4NE4 of Section 8, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado, said easement lying 10 feet west and 15 feet east of the

following described line:

Commencing at the NE corner of said Section 8; thence S 89 deg. 54 min. 36 sec. W along the North line of the NE4NE4 of said Section 8 a distance of 1327.51 feet to the NW corner of the NE4NE4 of said Section 8; thence S 00 deg. 22 min. 14 sec. E along the West line of the NE4NE4 of said Section 8 a distance of 672.99 feet to a point on the Southerly right-of-way line of the Redlands Parkway; thence S 89 deg. 10 min. 16 sec. E, along said Southerly right-of-way line, a distance of 10.0 feet to the Point of Beginning of said 25 foot wide easement; thence S 00 deg. 22 min. 14 sec. E, parallel with and 10.0 feet East of the West line of the NE4NE4 of said Section 8, a distance of 200.0 feet to a point on the North Bank of the Colorado River, said point being the Point of Terminus of said 25 foot wide easement.

The side lines of said 25 foot wide easement to be extended or shortened to meet at angle points and to terminate at said North Bank of the Colorado River.

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

RESOLUTION NO. 37-90 GRANTING A REVOCABLE PERMIT TO LELAND AND BRENDA MOW, 317 HIGHWAY DRIVE, TO ALLOW THE INSTALLATION OF A FENCE IN THE RIGHT-OF-WAY FOR HIGHLAND DRIVE

The following Resolution was presented and read:

RESOLUTION NO. 37-90

CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO LELAND R. MOW AND BRENDA L. MOW

WHEREAS, Leland R. Mow and Brenda L. Mow, who represent that they are the owners of the real property located at 317 Highland Drive in the City of Grand Junction, Mesa County, Colorado, have petitioned the City Council of the City of Grand Junction, Colorado, for a Revocable Permit to allow them to install a fence in the following described public right-of-way for Highland Drive, to wit:

Beginning at the Northwesternmost corner of Lot 7, Block 2, Highland Acres Subdivision in Section 19, Township 1 South, Range 1 East of the Ute Meridian, thence N 00 deg. 04 sec. W 5.0 feet, thence S 70 deg. 44 min. 37 sec. W a distance of 104.65 feet to the Northern boundary of said Lot 7, thence along the Northern boundary of said Lot 7 N 73 deg. 22 sec. W a distance of 103.1 feet to the Point of Beginning; and

WHEREAS, the City Council of the City of Grand Junction has determined that such action would not at this time be detrimental to the inhabitants of the City;

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

That the City Manager, on behalf of the City and as the act of the City, is hereby directed to grant the attached Revocable Permit to the above-named petitioners for the installation of a fence within the public right-of-way aforescribed; provided, however, that the issuance of said Revocable Permit shall be conditioned upon the following: The petitioners shall obtain a Fence Permit pursuant to Section 5-1-5 of the Zoning and Development Code of the City of Grand Junction; The fence shall be constructed and installed in a manner which will not limit sight distance or create any other hazardous situation for vehicular traffic; The petitioners will not hold the City liable for any damages caused to said fence as a result of the City's or other Public Utility's maintenance or future installation of roadway improvements or public utilities within the aforescribed public right-of-way; Said Revocable Permit shall be issued only upon the concurrent execution by the petitioners of an agreement that the petitioners will save and hold the City, its officers, employees and agents harmless from, and indemnify the City, its officers, employees and agents, any claims or causes of action however stated arising out of the encroachment or use granted, and that upon revocation of such permit, the petitioners will, within thirty (30) days of notice of revocation, peaceably surrender said right-of-way to the City and, at their own expense, remove any encroachment so as to restore the right-of-way to its original condition.

PASSED and ADOPTED this 16th day of May, 1990.

/s/ Conner W. Shepherd

President of the Council Pro Tempore

Attest:

/s/ Neva B. Lockhart, CMC

City Clerk

REVOCABLE PERMIT

WHEREAS, Leland R. Mow and Brenda L. Mow, who represent that they are the owners of the real property located at 317 Highland Drive in the City of Grand Junction, Mesa County, Colorado, have petitioned the City Council of the City of Grand Junction, Colorado, for a Revocable Permit to allow them to install a fence in the following described public right-of-way for Highland Drive, to wit:

Beginning at the Northwesternmost corner of Lot 7, Block 2, Highland Acres Subdivision in Section 19, Township 1 South, Range 1 East of the Ute Meridian, thence N 00 deg. 04 sec. W 5.0 feet,

thence S 70 deg. 44 min. 37 sec. W a distance of 104.65 feet to the Northern boundary of said Lot 7, thence along the Northern boundary of said Lot 7 N 73 deg. 22 sec. W a distance of 103.1 feet to the Point of Beginning; and

WHEREAS, the City Council of the City of Grand Junction has determined that such action would not at this time be detrimental to the inhabitants of the City;

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

There is hereby granted to Leland R. Mow and Brenda L. Mow a Revocable permit to allow the use of the public right-of-way described above for the purposes described above; provided, however, that the issuance of this Revocable Permit is conditioned upon the following: The petitioners shall obtain a Fence Permit pursuant to Section 5-1-5 of the Zoning and Development Code of the City of Grand Junction before proceeding with the installation of said fence; The fence shall be constructed and installed in a manner which will not limit sight distance or create any other hazardous situation for vehicular traffic; The petitioners will not hold the City liable for any damages caused to said fence as a result of the City's or other Public Utility's maintenance or future installation of roadway improvements or public utilities within the aforescribed public right-of-way; Said Revocable Permit shall be issued only upon the concurrent execution by the petitioners of an agreement that the petitioners will save and hold the City, its officers, employees and agents harmless from, and indemnify the City, its officers, employees and agents, any claims or causes of action however stated arising out of the encroachment or use granted, and that upon revocation of this permit, the petitioners will, within thirty (30) days of notice of revocation, peaceably surrender said right-of-way to the City and, at their own expense, remove any encroachment so as to restore the right-of-way to its original condition.

DATED this _____ day of _____, 1990.

Mark K. Achen, City Manager

Attest:

City Clerk

Acceptance:

Leland R. Mow

Brenda L. Mow

AGREEMENT

Leland R. Mow and Brenda L. Mow, for themselves, their heirs, successors and assigns, do hereby agree that they, and each of them will abide by each and every condition contained in the foregoing Permit; that they, and each of them, shall indemnify the City of Grand Junction, its officers, employees and agents and hold it, its officers, employees and agents harmless from all claims and causes of action as recited in said permit; and that upon revocation of the Permit, they agree to within thirty (30) days peaceably surrender said public right-of-way to the City and, at their own expense, remove any encroachment so as to restore the right-of-way to its original condition.

DATED at Grand Junction, Colorado, this _____ day of _____, 1990.

Leland R. Mow

Brenda L. Mow

STATE OF COLORADO)	
)	SS:
COUNTY OF MESA)	

The foregoing Agreement was acknowledged before me this _____ day of _____, 1990, by Leland R. Mow and Brenda L. Mow.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

Upon motion of Councilman Bennett, seconded by Councilman Payne

and carried by roll call vote, the Resolution was passed and adopted as read.

RESOLUTION NO. 38-90 STATING COUNCIL'S INTENT TO CREATE ALLEY IMPROVEMENT DISTRICT NO. ST-90, PHASE A, AND GIVING NOTICE OF HEARING FOR JULY 5, 1990

The following Resolution was presented and read:

RESOLUTION NO. 38-90

DECLARING THE INTENTION OF THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO, TO CREATE WITHIN SAID CITY LOCAL IMPROVEMENT DISTRICT NO. ST-90, PHASE A, AND AUTHORIZING THE CITY ENGINEER TO PREPARE DETAILS AND SPECIFICATIONS FOR THE SAME.

WHEREAS, the owners of more than one-half of the real property to be assessed have petitioned the City Council, under the provisions of Chapter 18 of the City of Grand Junction Code of Ordinances, as amended, and People's Ordinance No. 33, that a Local Improvement District be created for the construction of improvements as follows:

Location of Improvements:

-- The alleys running east and west and north and south between Grand Avenue, Ouray Avenue, 6th Street and 7th Street;

-- The alleys running east and west and north and south between Hill Avenue, Teller Avenue, 7th Street and 8th Street;

-- The alley running east and west from 4th Street to 5th Street between Ouray Avenue and Chipeta Avenue;

-- The alley running east and west from 3rd Street to 4th Street between Chipeta Avenue and Gunnison Avenue;

Type of Improvements - To include base course material under a mat of Concrete Pavement and construction or reconstruction of concrete approaches as deemed necessary by the City Engineer; and

WHEREAS, the City Council deems it advisable to take the necessary preliminary proceedings for the creation of a Local Improvement District.

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

1. That the District of land to be assessed is described as follows:

Lots 1 through 31, inclusive, Block 72 of the City of Grand Junction; and also,

Lots 1 through 38, inclusive, Block 27 of the City of Grand Junction; and also,

Lots 1 through 16, inclusive, Block 53 of the City of Grand Junction; and also

The North 40.4 feet of Lots 17, 18 and the East 17.0 feet of Lot 19, Block 53 of the City of Grand Junction; and also,

The West 8.0 feet of Lot 19, Block 53 of the City of Grand Junction; and also,

Lots 20 through 32, inclusive, Block 53 of the City of Grand Junction; and also,

Lots 1 through 16, inclusive, Block 59 of the City of Grand Junction; and also

Beginning at the Northeast corner of Lot 17, Block 59 of the City of Grand Junction, thence south 39.32 feet, thence West 18.0 feet; thence N 68 deg. 03 min. W 31.35 feet, thence North 32.92 feet, thence East 62.75 to the Point of Beginning; and also

The West half of Lot 19 and Lots 20 through 32, inclusive, Block 59 of the City of Grand Junction

All in Mesa County, Colorado.

2. That the assessment levied against the respective properties will be \$6.00 per each lineal foot directly abutting the alley right-of-way for properties used residentially; all other properties will be assessed \$22.50 per each lineal foot directly abutting the alley right-of-way. The total amount of assessable footage for properties used residentially is estimated to be 3,310.80 feet; the total amount of assessable footage for all properties is estimated to be 590.50 feet.

3. That the assessments to be levied against the property in the said District to pay the cost of such improvements shall be due and payable, without demand, within thirty (30) days after the ordinance assessing such costs becomes final, and, if paid during this period, the amount added for costs of collection and other incidentals shall be deducted; provided, that after the expiration of said thirty-day period, all such assessments may, at the election of the owner of the property in said District, be paid in ten (10) annual installments, the first of which shall be payable at the time the next installment of general taxes, by the laws of the State of Colorado, is payable, and each annual installment shall be paid on or before the same date each year thereafter, along with simple interest which has accrued at the rate of 8 percent per annum on the unpaid principal, payable annually.

4. That the City Engineer is hereby authorized and directed to prepare full details, plans and specifications for such paving;

and a map of the district depicting the real property to be assessed from which the amount of assessment to be levied against each individual property may be readily ascertained, all as required by Ordinance No. 178, as amended, City of Grand Junction, Colorado.

5. That Notice of Intention to Create said Improvement District No. ST-90, Phase A, and of a hearing thereon, shall be given by advertisement in one issue of The Daily Sentinel, a newspaper of general circulation published in said City, which Notice shall be in substantially the form set forth in the attached "NOTICE".

N O T I C E

OF INTENTION TO CREATE IMPROVEMENT DISTRICT NO. ST-90, PHASE A, IN THE CITY OF GRAND JUNCTION, COLORADO, AND OF A HEARING THEREON.

PUBLIC NOTICE IS HEREBY GIVEN, pursuant to the request of a majority of the affected property owners, to the owners of real estate in the district hereinafter described and to all persons generally interested that the City Council of the City of Grand Junction, Colorado, intends to create Improvement District No. ST-90, Phase A, in said City for the purpose of reconstructing and paving certain alleys to serve the property hereinafter described, which lands are to be assessed with the cost of the improvements, to wit:

Lots 1 through 31, inclusive, Block 72 of the City of Grand Junction; and also,

Lots 1 through 38, inclusive, Block 27 of the City of Grand Junction; and also,

Lots 1 through 16, inclusive, Block 53 of the City of Grand Junction; and also

The North 40.4 feet of Lots 17, 18 and the East 17.0 feet of Lot 19, Block 53 of the City of Grand Junction; and also,

The West 8.0 feet of Lot 19, Block 53 of the City of Grand Junction; and also,

Lots 20 through 32, inclusive, Block 53 of the City of Grand Junction; and also,

Lots 1 through 16, inclusive, Block 59 of the City of Grand Junction; and also

Beginning at the Northeast corner of Lot 17, Block 59 of the City of Grand Junction, thence south 39.32 feet, thence West 18.0 feet; thence N 68 deg. 03 min. W 31.35 feet, thence North 32.92 feet, thence East 62.75 to the Point of Beginning; and also

The West half of Lot 19 and Lots 20 through 32, inclusive, Block

59 of the City of Grand Junction

All in Mesa County, Colorado.

Location of Improvements:

-- The alleys running east and west and north and south between Grand Avenue, Ouray Avenue, 6th Street and 7th Street;

-- The alleys running east and west and north and south between Hill Avenue, Teller Avenue, 7th Street and 8th Street;

-- The alley running east and west from 4th Street to 5th Street between Ouray Avenue and Chipeta Avenue;

-- The alley running east and west from 3rd Street to 4th Street between Chipeta Avenue and Gunnison Avenue;

Type of Improvements - To include base course material under a mat of Concrete Pavement and construction or reconstruction of concrete approaches as deemed necessary by the City Engineer.

The assessment levied against the respective properties will be \$6.00 per each lineal foot directly abutting the alley right-of-way for properties used residentially; all other properties will be assessed \$22.50 per each lineal foot directly abutting the alley right-of-way. The total amount of assessable footage for properties used residentially is estimated to be 3,310.80 feet; the total amount of assessable footage for all properties is estimated to be 590.50 feet.

To the total assessable cost of \$33,151.05, to be borne by the property owners, there shall be added six (6) percent for costs of collection and incidentals, and also simple interest at the rate of eight (8) percent per annum to the next succeeding date upon which general taxes, or the first installment thereof, are by the laws of the State of Colorado, made payable. The said assessment shall be due and payable, without demand, within thirty (30) days after the ordinance assessing such cost shall have become final, and if paid during such period, the amount added for costs of collection and incidentals shall be deducted; provided that all such assessments, at the election of the owners of the property in said district, may be paid in ten (10) annual installments which become due upon the same date upon which general taxes, or the first installment thereof, are by the laws of the State of Colorado, made payable. Simple interest at the rate of eight (8) percent per annum shall be charged on unpaid installments.

On July 5, 1990, at the hour of 7:30 o'clock P.M. in the City Council Chambers in City Hall of said city, the Council will consider objections that may be made in writing concerning the proposed improvements, by the owners of any real estate to be assessed, or by any person interested.

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

Dated at Grand Junction, Colorado, this 16th day of May, 1990.

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

By:

City Clerk

PASSED and ADOPTED this 16th day of May, 1990.

/s/ Conner W. Shepherd

President of the Council Pro Tempore

Attest:

/s/ Neva B. Lockhart, CMC

City Clerk

Upon motion of Councilman Payne, seconded by Councilman Mantlo and carried by roll call vote with Councilman NELSON ABSTAINING, the Resolution was passed and adopted as read.

RESOLUTION NO. 39-90 GIVING NOTICE OF HEARING DATE ON JUNE 6, 1990, TO CONSIDER TERMINATION OF FLOWLINE UNTREATED WATER SUPPLY, INCLUDING DOMESTIC WATER, TO ALL THOSE EXISTING WATER TAPS CONTROLLED BY THE REEDER MESA LIVESTOCK WATER COMPANY AND THE CROSS BAR CROSS LIVESTOCK WATER COMPANY

The following Resolution was presented and read:

RESOLUTION NO. 39-90

WHEREAS, the City of Grand Junction has provided untreated livestock water from the City flowlines to individuals and companies in the Kannah Creek, Purdy Mesa and Reeder Mesa areas; and

WHEREAS, the City signed contracts with these individuals in 1977 indicating that the water was untreated and for livestock purposes only; and

WHEREAS, the Federal Safe Drinking Water Act and the State Primary Drinking Water Regulations mandate that all domestic water be treated, even though there is no evidence that the water is not suitable for human consumption; and

WHEREAS, because the consumption of untreated water exposes the City to legal risks; and

WHEREAS, the contracts for service expired on October 20, 1987; and

WHEREAS, the users of the untreated, livestock water have, in the intervening years, either directly or indirectly, established this water for household purposes; and

WHEREAS, the City has made repeated efforts to renew contracts for service, establish new contracts for service, or provide treatment methods by which users could continue to use the flowline water; and

WHEREAS, individual users on the City flowlines have been measured for individual point-of-use treatment systems and are diligently working with the City, upon State approval, to have these systems installed; and

WHEREAS, to date, City efforts have been unsuccessful in finalizing contracts for service with the Reeder Mesa Livestock water company and the Cross Bar Cross water company.

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

The City Council, witting in public session, hereby set the date of June 6, 1990, and the time of 7:30 p.m. to hold a public hearing to consider the termination and disconnection, from the City flowlines, of all untreated water supplies, including water used for household purposes, to those existing water taps controlled by the Cross Bar Cross and the Reeder Mesa Livestock water companies.

PASSED and ADOPTED this 16th day of May, 1990.

/s/ Conner W. Shepherd

President of the Council Pro Tempore

Attest:

/s/ Neva B. Lockhart, CMC

City Clerk

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

RESOLUTION NO. 40-90 ESTABLISHING MINIMUM STANDARDS FOR GOLF CART OPERATORS - TABLED

The following Resolution was presented and read:

RESOLUTION NO. 40-90

WHEREAS, the City Council of the City of Grand Junction having passed Ordinance No. 2474 allowing golf carts to be operated on specific streets under the jurisdiction of the City and the City Council having directed that a resolution be prepared establishing liability insurance coverage for operation of golf carts on City streets:

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT:

Minimum Liability Insurance coverages for operation of golf carts on City streets and shall be verifiable by presentation of a card, policy or certificate at the time of registration of the golf cart with the City of Grand Junction Police Department prior to operation on specified streets.

PASSED and ADOPTED this _____ day of _____, 1990.

President of the Council Pro Tempore

Attest:

City Clerk

After discussion of this Resolution, it was moved by Councilman Payne, seconded by Councilman Mantlo and carried, that this item be tabled for further information and discussion. City Attorney will attempt to have a final Resolution drawn up by June 6, 1990.

LETTER OF AGREEMENT WITH WALKER FIELD, COLORADO, PUBLIC AIRPORT AUTHORITY FOR FIRE AND RESCUE PROCEDURES

Upon motion of Councilman Mantlo, seconded by Councilman Payne and carried, a Letter of Agreement with Walker Field, Colorado, Public Airport Authority for Fire and Rescue Procedures was approved.

ANNUAL CONTRACT WITH GRAND JUNCTION RURAL FIRE DISTRICT

Upon motion of Councilman Bennett, seconded by Councilman Nelson and carried, the Annual Contract with Grand Junction Rural Fire District was approved.

MOTION TO DIRECT THE CITY MANAGER TO SIGN A CONTRACT WITH CHAMBERLIN ARCHITECTS FOR PREPARATION OF DESIGN AND SCHEMATIC DRAWINGS FOR TIARA RADO GOLF CLUBHOUSE OF APPROXIMATELY 13,700

FEET WITH AN ESTIMATED CONSTRUCTION COST NOT TO EXCEED \$821,000;
ARCHITECTURAL AND ENGINEERING FEES NOT TO EXCEED \$50,817 - TABLED

It was moved by Councilman Payne, seconded by Councilman Nelson and carried, that the City Manager's negotiating a contract with Chamberlin Architects for Preparation of Design and Schematic Drawings for Tiara Rado Golf Clubhouse be tabled at this time.

AUTHORIZE EXECUTION OF A REVISED LEASE WITH CLIFF AND JUDY DAVIS LOWERING THE AMOUNT TO \$205,209

Upon motion of Councilman Nelson, seconded by Councilman Mantlo and carried with Councilman BENNETT voting NO, the City Manager was authorized to execute a revised Lease with Cliff and Judy Davis for a ten-year term lowering the amount to \$205,209, with clauses that allow the City to go back to the original Lease if the grazing permit issue is resolved with the U.S. Forest Service.

ADJOURNMENT

The President of the Council Pro Tempore adjourned the meeting.

Neva B. Lockhart

Neva B. Lockhart, CMC
City Clerk