

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

June 6, 1990

The City Council of the City of Grand Junction, Colorado, convened in regular session the 6th day of June, 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, Reford Theobold, and President of the Council William E. McCurry. Councilman Conner Shepherd was absent. Also present were City Manager Mark Achen, City Attorney Dan Wilson, and City Clerk Neva Lockhart.

President of the Council McCurry called the meeting to order and Councilman Bennett led in the Pledge of Allegiance.

INVOCATION - Councilman Reford Theobold.

CONSIDERATION OF MINUTES

Upon motion of Councilman Bennett, seconded by Councilman Nelson and carried, the Minutes of the May 16, 1990, City Council meeting were approved as submitted.

PROCLAMATION DECLARING JUNE 18-24, 1990, AS "WESTERN WEAR WEEK"

PROCLAMATION DECLARING JUNE 17-24, 1990, AS "AMATEUR RADIO WEEK"

APPOINTMENT TO THE CONTRACTOR'S LICENSING BOARD - TWO-YEAR TERM - DEFER TO JULY 5, 1990, CITY COUNCIL MEETING

Upon motion of Councilman Mantlo, seconded by Councilman Nelson and carried, appointment to the Contractor's Licensing Board was deferred to the next meeting of the City Council (July 5, 1990).

PUBLIC SHOOTING RANGE - CONTINUED TO JULY 5, 1990

City Manager Mark Achen explained that the City has received many concerns from the various gun clubs in Mesa County regarding a proposal for a shooting range located at the base of the Bookcliffs at approximately 27 1/2 Road.

Mr. John Singlaub, Area Manager for the Bureau of Land Management, 764 Horizon Drive, stated that Mesa County has a lease for approximately one square mile of land north of the Airport. The lease has expired, and part of the agreement in the lease is that the County would gravel the road all the way out to the shooting range area. The County is getting out of said lease and is unable to gravel the road to the site. In the interest of the gun clubs and keeping the shooting range available to the public, the BLM is requesting that the City of Grand Junction take the lease on the same terms as the County which would include graveling the road out to the site (approximately 4 1/2 miles), and accepting the responsibility for the shooting range. Presently the gun club

manages the site and takes care of the facilities, organizes shoots, etc.

City Attorney Wilson asked if the City would eventually be able to own the land. Mr. Singlaub explained that under a recreation and public purposes lease, if the requirements of the development plan are met, it can have the land at the end of the lease.

John Paris, President of Orchard Mesa Gun Club, 24 Road, stated that the lease payments would be \$200/acre for 620 acres with a total of \$120,000, minus 10%, if leased by the Gun Club. Council requested additional information on this item such as possible users fees, average number of people that would be using the range, County contributions, other cost sharing, etc. Consensus of Council was that this item be continued to the July 5, 1990, City Council meeting.

HEARING - TERMINATING THE WATER SUPPLY, INCLUDING DOMESTIC WATER SUPPLY, WITH RESPECT TO ALL THOSE EXISTING WATER TAPS CONTROLLED BY THE REEDER MESA LIVESTOCK WATER COMPANY AND THE CROSS BAR CROSS WATER COMPANY

A hearing was held after proper notice on whether to disconnect and terminate the water presently being supplied by the City to the Reeder Mesa Livestock Water Company and the Cross Bar Cross Water Company. City Utilities Manager Greg Trainor stated that in March, 1987, the City notified all users of City flowline water supply that the contracts were to expire in Fall of 1987, and that they would be required to find an alternative water supply. Mr. Trainor summarized and entered into record a chronological description of all activities (letters, notices, minutes of meetings, etc.) that occurred over the last 18 years. The issue before the Council is to discontinue the service to those customers or companies that have not reached an agreement with the City as of the end of May, 1990. The concern by the City is that of providing untreated water from the Kannah Creek flowline and the liability under the State and Federal regulations.

Comments were had from the following:

Diane Day, President, Reeder Mesa Livestock Water Company, 6310 Reeder Mesa Road

Tom Schimmer, Board Member of Reeder Mesa Livestock Water Company, 6777 Reeder Mesa Road

John Whiting, Cross Bar Cross Livestock Water Company, 100 Whiting Road, Whitewater, Kannah Creek. Mr. Whiting indicated he was willing to submit a hold harmless agreement to the City. To date, the hold harmless agreement has not been submitted. He felt that the rate for the water should be the same as that for in-City customers.

Don Whiting, Cross Bar Cross Livestock Water Company, 151 Whiting

Road

Bud Bradbury, Whitewater, Colorado

Steve Woods, Reeder Mesa Livestock Water Company, 6779 Reeder Mesa Road

The hearing was closed.

Upon motion of Councilman Bennett, seconded by Councilman Theobald and carried, an extension of time was given until the 29th day of June, 1990, at 10:00 a.m., to have signed agreements with Reeder Mesa Water Company and Cross Bar Cross Water Company and the three individuals so the substance of the proposed contract are met. If said documents are not signed by the above date and time, the City is to disconnect the water.

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

PROPOSED ORDINANCE - ADOPTING BY REFERENCE THE 1988 EDITION OF THE UNIFORM BUILDING CODE; ADOPTING BY REFERENCE THE 1990 EDITION OF THE NATIONAL ELECTRICAL CODE; ADOPTING BY REFERENCE THE 1988 EDITION OF THE PLUMBING CODE; ADOPTING BY REFERENCE THE 1988 EDITION OF THE UNIFORM MECHANICAL CODE; ADOPTING BY REFERENCE THE 1988 EDITION OF THE SWIMMING POOL SPA AND HOT TUB CODE; ADOPTING BY REFERENCE THE 1988 EDITION OF THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS AND GIVING NOTICE OF HEARING

The following entitled proposed ordinance was presented and read: AN ORDINANCE REGULATING THE ERECTION, CONSTRUCTION, ENLARGEMENT, ALTERATION, REPAIR, MOVING, REMOVAL, CONVERSION, DEMOLITION, OCCUPANCY, EQUIPMENT, USE, HEIGHT, AREA, MAINTENANCE AND INSULATION OF BUILDINGS OR STRUCTURES IN THE CITY OF GRAND JUNCTION. BY REFERENCE ADOPTING AND AMENDING THE UNIFORM BUILDING CODE, 1988 EDITION; THE UNIFORM BUILDING CODE STANDARDS, 1988 EDITION; THE UNIFORM MECHANICAL CODE, 1988 EDITION, THE UNIFORM PLUMBING CODE, 1988 EDITION; AND THE UNIFORM SWIMMING POOL, SPA AND HOT TUB CODE, 1988 EDITION; ALL PROMULGATED BY THE INTERNATIONAL CONFERENCE OF BUILDING OFFICIALS, AND THE INTERNATIONAL ASSOCIATION OF PLUMBING AND MECHANICAL OFFICIALS, AND ADOPTING THE NATIONAL ELECTRICAL CODE AS PROMULGATED BY THE NATIONAL FIRE PROTECTION ASSOCIATION AND AS ADOPTED BY THE STATE OF COLORADO; AMENDING SAID UNIFORM CODES; AMENDING ALL ORDINANCES OF THE CITY OF GRAND JUNCTION, COLORADO, IN CONFLICT OR INCONSISTENT HEREWITH; AND PROVIDING A PENALTY FOR VIOLATION OF THE PROVISIONS OF SAID CODES. Upon motion of Councilman Mantlo, seconded by Councilman Payne and carried, the proposed ordinance was passed for publication, with a hearing to be held on July 18, 1990.

PROPOSED ORDINANCE - ADOPTING BY REFERENCE THE 1988 EDITION OF THE UNIFORM FIRE CODE AND UNIFORM FIRE CODE STANDARDS AND GIVING NOTICE OF HEARING

The following entitled proposed ordinance was presented and read: AN ORDINANCE ADOPTING THE 1988 EDITIONS OF THE UNIFORM FIRE CODE AND UNIFORM FIRE CODE STANDARDS; PRESCRIBING REGULATIONS GOVERNING CONDITIONS HAZARDOUS TO LIFE AND PROPERTY FROM FIRE OR EXPLOSIONS; PROVIDING FOR THE ISSUANCE OF PERMITS FOR HAZARDOUS USES OR OPERATIONS; AND MAINTAINING A BUREAU OF FIRE PREVENTION AND PROVIDING OFFICERS THEREFOR AND DEFINING THEIR POWERS AND DUTIES. Upon motion of Councilman Bennett, seconded by Councilman Nelson and carried, the proposed ordinance was passed for publication.

PROPOSED ORDINANCE - AMENDING THE GRAND JUNCTION CODE OF ORDINANCES REGARDING CONTRACTORS LICENSE FEES

The following entitled proposed ordinance was presented and read: AN ORDINANCE AMENDING THE GRAND JUNCTION CODE OF ORDINANCES REGARDING CONTRACTORS LICENSE FEES. Upon motion of Councilman Payne, seconded by Councilman Bennett 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. 2476 - REZONING 215 RICE STREET FROM LIGHT INDUSTRIAL (I-1) TO PUBLIC ZONE (PZ) FOR THE MESA COUNTY JAIL FACILITY

Upon motion of Councilman Nelson, seconded by Councilman Mantlo and carried, the following entitled proposed ordinance was called up for final passage and read by title only: CHANGING THE ZONING ON CERTAIN LANDS WITHIN THE CITY WITH A STREET ADDRESS OF 215 RICE STREET.

There were no comments. Upon motion of Councilman Bennett, seconded by Councilman Theobald and carried by roll call vote, the Ordinance was passed and adopted, numbered 2476, and ordered published.

ORDINANCE NO. 2477 - ZONING TEXT AMENDMENTS FOR 1990

Upon motion of Councilman Nelson, seconded by Councilman Mantlo and carried, the following entitled proposed ordinance was called up for final passage and read by title only: 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.

There were no comments. Upon motion of Councilman Mantlo, seconded by Councilman Nelson and carried by roll call vote, the Ordinance was passed and adopted, numbered 2477, and ordered published.

ORDINANCE NO. 2478 - AMENDING SECTION 31-12-f OF CHAPTER 31 OF THE CODE OF ORDINANCES OF THE CITY OF GRAND JUNCTION, SENIOR CITIZEN WATER RATES

Upon motion of Councilman Nelson, seconded by Councilman Mantlo and carried, the following entitled proposed ordinance was called up for final passage and read by title only: AN ORDINANCE AMENDING THE WATER RATES IN THE CITY OF GRAND JUNCTION.

There were no comments. Upon motion of Councilman Mantlo, seconded by Councilman Payne and carried by roll call vote, the Ordinance was passed and adopted, numbered 2478, and ordered published.

ORDINANCE NO. 2479 - AMENDING SECTION 14-12 OF CHAPTER 14 OF THE CODE OF ORDINANCES OF THE CITY OF GRAND JUNCTION, SENIOR CITIZEN TRASH RATES

Upon motion of Councilman Nelson, seconded by Councilman Mantlo and carried, the following entitled proposed ordinance was called up for final passage and read by title only: AN ORDINANCE CONCERNING GARBAGE AND TRASH AND AMENDING THE RATE FOR COLLECTION OF SAME IN THE CITY OF GRAND JUNCTION.

There were no comments. Upon motion of Councilman Payne, seconded by Councilman Bennett and carried by roll call vote, the Ordinance was passed and adopted, numbered 2479, and ordered published.

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

The following Resolution was presented and read:

RESOLUTION NO. 40-90

ESTABLISHING MINIMUM STANDARDS FOR GOLF CART OPERATORS

WHEREAS, the City Council of the City of Grand Junction, Colorado, having passed and approved Ordinance Number 2474, an Ordinance allowing golf carts to be operated on specific streets under jurisdiction of the City; and

WHEREAS, the City Council directed that a resolution be prepared establishing liability insurance coverage for operation of golf carts on the specific City streets identified in Ordinance Number 2474;

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

1. The minimum liability insurance coverage for operation of golf carts on specific streets shall be Three Hundred Thousand Dollars (\$300,000). Further,
2. The minimum insurance coverage shall be verifiable by

presentation of proof of insurance to the City of Grand Junction Police Department by the owner of the golf cart prior to the issuance of a permit to operate the golf cart on specific City streets. Further,

3. The owner shall keep in full force and effect said minimum insurance coverage for the period of the permit.

PASSED and ADOPTED this 6th day of June, 1990.

/s/ William E. McCurry

President of the Council

Attest:

/s/ Neva B. Lockhart, CMC

City Clerk

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

RESOLUTION NO. 41-90 - TWO-YEAR LEASE WITH ROCKY MOUNTAIN SER FOR THE ACE KINDERGARTEN BUILDING AT 134 WEST AVENUE FOR THE HEADSTART PROGRAM - \$300 PER MONTH RENT CITY'S IN-KIND DONATION TO THE PROGRAM

The following Resolution was presented and read:

RESOLUTION NO. 41-90

AUTHORIZING THE LEASE OF CITY PROPERTY TO ROCKY MOUNTAIN SER - HEADSTART PROGRAM

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:

Lots 52 through 58, Bowers Subdivision of Lot 3, Block 9, Richard D. Mobley's First Subdivision in Section 15, Township 1 South, Range 1 West of the Ute Meridian, also known as 134 West Avenue; and

WHEREAS, Rocky Mountain SER - Headstart Program is desirous of securing from the City a two-year lease for the above described property and the improvements situated thereon.

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

That the City Manager is authorized, on behalf of the City and as the act of the City, to execute the attached Lease Agreement with

Rocky Mountain SER-Headstart Program for the lease of said real property for a term of two years, commencing on June 1, 1990, and terminating on May 31, 1992, and for a rental fee of \$300 per month; provided, however that said rental fee shall be considered as a donation in kind by the City as that term is used under Community Action Programs.

PASSED and ADOPTED this 6th day of June, 1990.

/s/ William E. McCurry

President of the Council

Attest:

/s/ Neva B. Lockhart, CMC

City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this _____ day of June, 1990, between the CITY OF GRAND JUNCTION, a municipal corporation, hereinafter referred to as "City", and ROCKY MOUNTAIN SER-HEADSTART PROGRAM, hereinafter referred to as "Lessee".

A. City is the owner of that certain real property and improvements located in the City of Grand Junction, Mesa County, Colorado, described as follows, to wit:

Lots 52 through 58, Bowers Subdivision of Lot 3, Block 9, Richard D. Mobley's First Subdivision in Section 15, Township 1 South, Range 1 West of the Ute Meridian, also known as 134 West Avenue and hereinafter referred to as the "Property".

B. Pursuant to that certain Lease dated March 21, 1973, Lessee has occupied and utilized the Property as a public kindergarten program.

C. That certain Lease dated March 21, 1973, has expired and both parties herein are desirous of entering into this Lease Agreement which provides for continued utilization of the Property by Lessee.

NOW, THEREFORE, in consideration of the recitals above, and the performance of the promises set forth below and the conditions herein described, the parties hereto agree as follows:

1. Under the terms, conditions and provisions hereinafter stated, the City does hereby lease to Lessee the above described Property.

2. The term of this Lease shall commence on June 1, 1990, and terminate as of May 31, 1992; provided, however, in the event the leased premises shall be required by the City, in whole or in

part, for whatever purpose, this lease may be terminated by the City upon giving 6 months prior written notice to Lessee.

3. Rental for the Property shall be \$7,200, computed upon the basis of \$300 per month, which amount shall be considered as a donation in kind by the City as that term is used under Community Action Programs.

4. Lessee agrees to:

a. Use the Property for public pre-school and associated community purposes only, and to comply with all state, federal and local laws, ordinances and regulations regarding such use.

b. At all times: maintain the Property and keep the Property free of litter, dirt, debris, weeds and obstructions; keep all sidewalks free from snow and ice; keep the Property and all improvements upon the Property, including, but not limited to, all sewer connections, plumbing, wiring, glass, heating and ventilation systems in good repair, all at the sole expense of Lessee, and at the expiration of this lease, surrender and deliver up the Property and improvements in as good order and condition as when Lessee entered the Property, reasonable use and wear excepted.

c. Waive and forego any claim, cause of action or demand Lessee may have against the City, its officers, employees and agents 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, employees and agents harmless from any and all claims, damages, actions, costs and expenses of every kind in any manner arising from, out of, or resulting from Lessee's use of the Property.

d. Not use said Property for any purpose prohibited by the applicable laws of the United States or the State of Colorado, the County of Mesa or the City of Grand Junction; to comply with all police, fire, sanitary and zoning regulations imposed by any municipal, state or federal authority either now in force or hereinafter enacted, and to use the Property for not improper or questionable purposes whatsoever.

e. At its expense and at all times during the term of this Lease, or any extension thereof, 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), 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.

f. Comply with all Workmen's Compensation laws and provide proof of Workmen's Compensation insurance to the City's Risk Manager. Said Workmen's Compensation insurance shall cover obligations imposed by applicable laws for any employee engaged in the performance of work on the Property.

g. Keep the Property and the demised premises free and clear from any and all liens for labor performed and for materials furnished to the Property and the demised premises.

5. During the term of this Lease, or any extension thereof, the City, its officers, employees and agents shall have the right to be on the Property during emergencies and may inspect the Property at any time upon giving Lessee reasonable advanced notice.

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

7. Lessee shall not sublet, assign or transfer any of Lessee's 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 modifications, alterations or additions to the Property and improvements without the prior written consent of the City, which consent shall not be unreasonably withheld.

8. It is agreed that the City shall not be required to make any improvements on the Property for the Lessee's purposes. Any improvements made on the premises by the Lessee shall be at the sole expense of the Lessee.

9. Lessee agrees to timely pay any and all real estate taxes and improvement assessments which may be levied against the Property. Lessee further agrees to pay any and all utilities charges and other expenses incurred in connection with Lessee's use and operation of the Property, including, but not limited to, all charges for water, natural gas, electricity, telephone, trash service and other utilities used on or in connection with the Property. Lessee shall pay any such charges on or before the date the same become due. In the event Lessee fails to promptly pay any such utilities charges, then the City may pay any such amounts due and, in such event, Lessee agrees to reimburse the City for the amount(s) paid by the City, plus interest thereon at the rate of 10% per annum.

10. Lessee acknowledges that the City does not control whether or not uranium mill tailings or other materials considered to be hazardous exists on the Property. Lessee shall cooperate fully

with any and all uranium mill tailings or other hazardous materials removal efforts and waives and releases the City and its officers, employees and agents from any claim for loss of business, lost profits or lost opportunities. City agrees to keep Lessee informed concerning any plans to remove any such materials but reserves the right, as owner, to approve the plan(s) for remediation or removal; once the City grants its approval, Lessee shall cooperate fully in accomplishing the plans. If Lessee elects, Lessee may terminate this Lease if such plan(s) approved by the City are unacceptable to Lessee.

11. Upon expiration or termination of this Lease, whether as above provided, or whether terminated any other way, Lessee agrees to surrender and deliver up the premises peaceably to the City immediately upon termination. Should Lessee fail, for whatever reason, to vacate the Property 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 \$100 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 \$100 is an appropriate liquidated damages amount.

12. If Lessee fails to pay any of the payments or any other amount, plus any liquidated damages 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 Agreement, 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 automatically terminate. If Lessee remedies such default, Lessee shall not thereafter have the right of 30 days (to remedy) with respect to the same default, but rather, the Lessee's rights shall, with respect to a subsequent similar default, terminate upon the giving of notice by the City. Any notices sent pursuant to this Lease Agreement shall be delivered by United States certified mail, return receipt requested, and shall be considered served upon Lessee as of the date of mailing indicated on the postal receipt. All notices shall be sent to Lessee at 134 West Avenue, Grand Junction, Colorado 81501. All notices sent to the City by Lessee shall be addressed to the City of Grand Junction, Attention Property Agent, 250 North 5th Street, Grand Junction, Colorado 81501.

13. Upon expiration or termination of this Lease, the City may, at its sole discretion, select for retention by City any of the improvements installed by Lessee on the Leased premises and Lessee shall, at its sole expense, execute all documents necessary and take all actions necessary to enable City to accomplish such selection and retention of improvements. Those improvements not selected for retention by City shall be removed by Lessee within 90 days of expiration or termination of this Lease; those improvements not removed by Lessee within said 90 day period shall become the property of City to dispose of as it wishes.

14. If the premises are damaged due to fire or other casualty, the City shall have no obligation to repair the improvements nor to otherwise make the premises usable or occupiable; damages shall be at Lessee's own risk. The City may, however, at its election, apply the proceeds of any insurance obtained by Lessee for this purpose, to repair the damaged improvements.

15. It is expressly agreed that this Lease is one of lease and not of partnership and the City shall not be or become responsible for any debts contracted by Lessee. Lessee shall save, indemnify and hold the City, its officers, employees and agents harmless against all liability or loss, and against all claims or actions based upon or arising out of any claim, lien, damage or injury (including death), to persons or property caused by Lessee's or sustained in connection with the performance of this Lease Agreement or by conditions created thereby, or based upon any violation of any statute, ordinance, code or regulation, and the defense of any such claims or actions, including attorney's fees.

16. In the event that any part hereto brings or commences legal proceedings to enforce any of the successors and assigns of the parties hereto; provided, however, that the obligation of the City to proceed with the terms and conditions of this Lease Agreement is expressly subject to the Council of the City approving and ratifying the execution of this Lease Agreement by the City Manager within thirty (30) days of execution of this Lease Agreement. If such approval is not obtained within said 30 day period, then this Lease Agreement shall be of no force and effect.

IN WITNESS WHEREOF, each party to this Lease Agreement has caused it to be executed on the date indicated below.

THE CITY OF GRAND JUNCTION, a municipal corporation

City Manager Date

Attest:

City Clerk Date

ROCKY MOUNTAIN SER - HEADSTART PROGRAMS

Date

Date

Date

Attest:

Date

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

RESOLUTION NO. 42-90 - MAKING ADDITIONS TO PARKS & RECREATION FEES REGARDING LINCOLN PARK WATERSLIDE AND TWO RIVERS CONVENTION CENTER

The following Resolution was presented and read:

RESOLUTION NO. 42-90

AMENDING RESOLUTION NO. 61-89 ESTABLISHING 1990 FEES AND CHARGES FOR THE GRAND JUNCTION PARKS AND RECREATION DEPARTMENT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION:

That Resolution No. 61-89 is hereby amended by adding the following as hereinafter set forth in the 1990 fee schedule:

Water Slide Tube Rental Fee \$1.00 per session

Two Rivers Patio Rental \$120.00 per day

Two Rivers Private Security Service \$10.00 per hour

Two Rivers VCR/TV and Overhead Use \$25.00 per day

PASSED and ADOPTED this 6th day of June, 1990.

/s/ William E. McCurry

President of the Council

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.

AUTHORIZATION TO SUE BILL SERVISS

Upon motion of Councilman Nelson, seconded by Councilman Theobold and carried, the City Attorney was authorized to bring action against Bill Serviss for past rent due, eviction, etc., and the City Attorney was authorized to use his discretion and keep the City Council advised.

AMENDMENT TO THE VISITORS AND CONVENTION BUREAU CONTRACT WITH GRAND JUNCTION CHAMBER OF COMMERCE

City Manager Mark Achen explained that the amendment of \$4,260 will allow the increase of a part-time secretary to a full-time position. Upon motion of Councilman Payne, seconded by Councilman Bennett and carried, the amendment to the Visitors and Convention Bureau Contract with Grand Junction Chamber of Commerce was approved.

HUNTING ON SOMERVILLE RANCH

Upon motion of Councilman Payne, seconded by Councilman Nelson and carried, a \$20 fee be charged each hunter for a license to hunt on the Somerville Ranch, with no subsequent fee.

CANCELLATION OF THE JUNE 20, 1990, CITY COUNCIL MEETING AND TO SCHEDULE THURSDAY, JULY 5, 1990, AS THE FIRST FORMAL MEETING IN JULY

Upon motion of Councilman Nelson, seconded by Councilman Payne and carried, the June 20, 1990, City Council Meeting and the June 18, 1990, Workshop were cancelled.

Upon motion of Councilman Mantlo, seconded by Councilman Theobold and carried, the first formal meeting in July will be Thursday, July 5, and the Council Workshop will commence at 5:30 p.m. in the City/County Auditorium. The City Clerk was authorized to give Notice of these changes.

ADJOURNMENT

The President adjourned the meeting.

Neva B. Lockhart

Neva B. Lockhart, CMC
City Clerk