

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

November 21, 1990

The City Council of the City of Grand Junction, Colorado, convened in regular session the 21st day of November, 1990, at 7:30 p.m. in the City/County Auditorium at City Hall. Those present were John Bennett, R.T. Mantlo, Paul Nelson, Earl Payne, Conner Shepherd, Reford Theobold, and President of the Council William E. McCurry. Also present were City Manager Mark Achen, Assistant City Attorney John Shaver, and City Clerk Neva Lockhart.

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

INVOCATION - Councilman Reford Theobold.

MINUTES

Upon motion by Councilman Mantlo, seconded by Councilman Nelson and carried, the minutes of the November 7, 1990, City Council Meeting were approved as submitted.

PROCLAMATION DECLARING DECEMBER 7, 1990, AS "PEARL HARBOR DAY" IN THE CITY OF GRAND JUNCTION

PROCLAMATION DECLARING NOVEMBER 20, 1990, TO JANUARY 1, 1991, AS MADD'S PROJECT RED RIBBON "TIE ONE ON FOR SAFETY"

APPOINTMENT TO DOWNTOWN DEVELOPMENT AUTHORITY - FIVE-YEAR TERM

Upon motion by Councilman Nelson, seconded by Councilman Shepherd and carried, Joe Skinner was appointed to a five-year term on the Downtown Development Authority.

COUNCILMAN NELSON EXPRESSES APPRECIATION

Councilman Paul Nelson publicly expressed his thanks and appreciation to the City Council and all the people of Grand Junction who have extended their love and concern to him and his daughter, Emily, during the past difficult weeks.

HEARING #18-90 - PROPOSED ORDINANCE - TEXT AMENDMENT FOR 1990 - REQUEST TO AMEND SECTION 2-2-2.G. OF THE ZONING AND DEVELOPMENT CODE TO INCLUDE A \$50 FEE FOR RESUBDIVISION AND ADJUSTMENTS TO PROPERTY LINES APPLICATIONS

A hearing was held after proper notice on the petition by the City of Grand Junction for the 1990 Text Amendment to the Zoning and Development Code, Section 2-2-2.G. to include a \$50 fee for resubdivision and adjustments to property lines applications. There were no opponents, letters or counterpetitions.

The following entitled proposed ordinance was presented and read: TEXT AMENDMENT FOR 1990, AMENDING SECTION 2-2-2.G. OF THE ZONING AND DEVELOPMENT CODE TO INCLUDE A \$50 FEE FOR RESUBDIVISION AND ADJUSTMENTS TO PROPERTY LINES APPLICATIONS. Upon motion by Councilman Shepherd, seconded by Councilman Theobold and carried, the proposed ordinance was passed for publication.

HEARING #44-90 - CONDITIONAL USE FOR A LIQUOR LICENSE AT 359 COLORADO AVENUE

A hearing was held after proper notice on the petition by Jack Elliott for a Conditional Use for a Liquor License at 359 Colorado Avenue. This is a request for a Hotel-Restaurant Liquor License on approximately 0.2 acres in a Heavy Commercial (C-2) zone.

The Planning Commission recommended denial by a vote of 3-1 based solely on lack of off-street parking. Mr. Elliott is appealing that decision.

Community Development Department Planner Kathy Portner reviewed the petition. She stated that 82 off-street parking spaces would be required based on the seating capacity of the building. Mr. Elliott owns no other property which would allow for the required 82 spaces. He assumed he would be able to use the public parking which is across Colorado Avenue from his establishment.

Barbara Creasman, Director of the Downtown Development Authority, responded to City Council's request to research past history regarding parking requirements of other downtown restaurants.

Petitioner Jack Elliott and his attorney Tim Foster were present for the hearing, and answered questions of Council.

Councilman Shepherd questioned the fact that future uses intended for a portion (the top floors) of this building could possibly be residential condominiums. Mr. Elliott responded that this idea was set as a possibility when the property was first purchased. He stated that the plumbing of the building would not allow that type of an operation. He would, however, like to someday put in some nice office space on the second floor (28) and third floor (20).

Bill Thompson, 634 Ouray Avenue, owner of property at 401 Colorado Avenue, spoke in favor of the conditional use, stating that Mr. Elliott has really improved the area by restoring the St. Regis building. Mr. Jeff Williams also spoke in favor, stating that the most important issue is the revitalization of the downtown area.

There were no other opponents, letters or counterpetitions. The hearing was closed.

Councilmembers Theobold and Mantlo noted that the City Council needs to be taking a look at future parking requirements in this particular area that will be required if and when the upper floors are used for office space, possibly establishing a policy for the

downtown area only.

Upon motion by Councilman Payne, seconded by Councilman Nelson and carried, the Conditional Use Permit for a Liquor License at 359 Colorado Avenue was approved, and the parking requirement was waived.

Councilman Payne recommended that the Local Licensing Authority set up a special meeting as soon as possible in lieu of the regularly scheduled meeting on December 5, 1990, to schedule a Resolution of Decision regarding application for a hotel-restaurant liquor license by Mr. Elliott dba The Regis at 359 Colorado Avenue.

MUNICIPAL ANNEXATION PLAN - ANNUAL REVIEW - CONTINUE TO DECEMBER 19, 1990, MEETING

Upon motion by Councilman Bennett, seconded by Councilman Payne and carried, this item was continued to the December 19, 1990, City Council meeting.

RESOLUTION NO. 80-90 REVOKING THE REVOCABLE PERMIT FOR NORTH MAIN STREET BETWEEN 4TH AND 5TH STREETS (CONTINUED FROM NOVEMBER 7, 1990, MEETING) - CONTINUE TO DECEMBER 5, 1990, MEETING

Upon motion by Councilman Bennett, seconded by Councilman Payne and carried, this item was continued to the December 5, 1990, City Council meeting.

AUTHORIZE THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS BETWEEN THE CITY OF GRAND JUNCTION AND CALVARY BIBLE CHURCH REGARDING 27 1/2 ROAD IMPROVEMENTS

Upon motion by Councilman Nelson, seconded by Councilman Theobald and carried, the City Manager was authorized to execute the necessary documents between the City of Grand Junction and Calvary Bible Church regarding 27 1/2 Road improvements.

RESOLUTION NO. 82-90 - SIX-MONTH LEASE OF CITY PROPERTY AT 545 NOLAND AVENUE TO THE MC DONALD CORPORATION OF GRAND JUNCTION

The following Resolution was presented and read: (See next page.)

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

RESOLUTION NO. 83-90 AUTHORIZING THE CITY MANAGER'S SIGNATURE ON THE CONTRACT TO PURCHASE THE LA COURT MOTEL (\$585,000)

The following Resolution was presented and read: (See next page.)

Upon motion by Councilman Theobald, seconded by Councilman Mantlo and carried by roll call vote with Councilmen BENNETT and PAYNE

voting NO, the Resolution was passed and adopted as read.

RESOLUTION NO. 84-90 ESTABLISHING AMOUNTS OF INSURANCE REQUIRED PURSUANT TO SECTION 31-71 OF ORDINANCE NO. 2497

The following Resolution was presented and read: (See next page.)

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

APPROVAL OF WATER RATE FOR INDIVIDUAL USERS ON KANNAH CREEK

Upon motion by Councilman Shepherd, seconded by Councilman Mantlo and carried, the Water Rate for Individual Users on Kannah Creek was approved.

APPROVAL OF PARAMEDIC TRAINING CONTRACT WITH ST. MARY'S HOSPITAL

Upon motion by Councilman Nelson, seconded by Councilman Payne and carried, the Paramedic Training Contract with St. Mary's Hospital was approved.

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

REQUEST BY MESA COUNTY COLLEGE FOR CLOSURE OF ELM AVENUE BETWEEN COLLEGE PLACE AND 12TH STREET

City Manager Mark Achen reviewed the request by Mesa State College for closure of Elm Avenue between College Place and 12th Street, for removal of mill tailings from the Student Center, requiring the use of both parking lots on the east and west sides of the Student Center, thus losing the parking during remediation.

Mr. Ron Gray, Physical Plant Director for Mesa State College, was present to answer questions of Council. He gave three reasons for requesting the temporary closure of Elm Avenue:

1. Pedestrian safety (primary) - approximately 4000 cars daily on Elm Avenue and approximately 6200 pedestrians crossing per day. Additional truck traffic will be added when remediation begins. Will be losing parking and will force those parking south of Elm Avenue to park north of Elm Avenue, which will increase the pedestrian traffic.
2. Want to encourage students to use the free parking near Saunders Field House. There is a capacity of 600 parking spaces there with 500 being used currently.
3. Replace the 120 parking spaces (including 4 handicapped spaces) that will be lost during the remediation project.

City Engineer Don Newton also reviewed the proposal and commented

regarding the parking. He identified four items that would be required for the temporary closure: (1) Traffic control; (2) Modification of the intersection at Cannell and Orchard; (3) Truck route; (4) Traffic patterns, traffic volume, accidents, and other traffic related information would be monitored during the temporary closure in order to make any needed adjustments in traffic control or intersection control.

Bob Ivey and Bob Moon of U.S. Geotech were present to discuss plans for this particular remediation project (truck routes, etc.).

RESOLUTION NO. 82-90

AUTHORIZING A LEASE OF THE CITY PROPERTY AT 545 NOLAND AVENUE TO MCDONALD AND ASSOCIATES

WHEREAS, the City of Grand Junction is owner of the real property described as the North 150 feet of Lots 13 and 14 of Block 2, South Fifth Street Subdivision, also known as 545 Noland Avenue; and

WHEREAS, McDonald and Associates has requested a six month lease of said property for the purpose of conducting an automotive vocational training business.

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 Lease Agreement with McDonald and Associates for the lease of said property for a term of six months, commencing on January 1, 1991 and terminating on June 30, 1991, and for a rental fee of \$315.00 per month, subject to the several other terms and conditions of the attached Lease Agreement.

PASSED and ADOPTED this 21st day of November, 1990.

William E. McCurry

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President of City Council

Attest:

Neva B. Lockhart, CMC

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City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into as of the 1st day of January, 1991 between The City of Grand Junction, a municipal corporation, hereinafter referred to as "City", and McDonald and Associates,

hereinafter referred to as "Lessee", whose address for the purpose of this Lease is 545 Noland Avenue, Grand Junction, Colorado 81501.

#### RECITALS

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

The North 150 feet of Lots 13 and 14 of Block 2, South 5th Street Subdivision, also known as 545 Noland Avenue and hereinafter referred to as the "Property".

B. Lessee desires to lease the Property under the terms and conditions of this Lease Agreement.

NOW, THEREFORE, In consideration of the terms, covenants and conditions herein to be kept by the parties hereto, the City leases to Lessee the Property and the improvements situated thereon.

1. The term of this Lease shall be for a period of 6 months, commencing on January 1, 1991 and terminating on June 30, 1991.

2. Lessee agrees to pay City as rental for the Property the amount of \$315.00 per month, in advance, due and payable without demand by City on or before the 1st day of each month during the term 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 \$50.00, which shall be added to the amount of the rent due.

3. (a) Lessee agrees to timely pay any and all taxes which might be levied against the Property and attributable to the occupancy of the Property by Lessee 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 15% per annum shall be added to the amount(s) of the rent due and payable by Lessee.

4. Lessee agrees to:

a. Except as provided in paragraph 5, maintain and keep the building and all improvements and fixtures upon the Property, including but not limited to sewer connections, roofing, plumbing, heating and expense, and at the expiration of this Lease, surrender the Property and improvements thereon to City in as good 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. Waive 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 or 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 Lessee's expense and during the term of this Lease, purchase and maintain in effect suitable comprehensive general liability insurance which will protect Lessee and 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 Risk Manager of 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 Risk Manager of 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.

5. Lessee has inspected the Property and improvements and accepts the Property and any improvements thereon in their present condition; subject, however to the condition of the roof on the building situated thereon, which the parties acknowledge is in need of repair. Lessee may, but shall not be obligated to do so, hire a competent roofing contractor to repair said roof. The amount of the costs required to conduct such repair work shall be paid for by Lessee, and the City agrees to apply the amount of said costs as a credit to the rent(s) due; provided, however, that said repair work shall be performed, and the costs to be credited to rent(s) due as aforesaid, only upon the City's acceptance of

the contractor, contract documents and the estimated cost to repair. Lessee agrees that the condition of the remainder 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 Lessee.

If the premises are damaged due to fire or other casualty, or if the improvements or fixtures deteriorate to the extent where they are no longer functional for the purposes of Lessee, 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 risk. If the City determines not to perform repairs or to otherwise make the premises usable or occupiable, Lessee may terminate this Lease by giving Lessee's notice to the City that this Lease is terminated.

6. Lessee acknowledges that the City does not control whether or not hazardous materials and/or uranium mill tailings exist on the Property or improvements. Lessee acknowledges that, in the event such materials or tailings must be removed, 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 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 his obligation to pay rent which accrues thereafter.

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. Not by way of limitation, Lessee shall, upon vacating the Property, clean and remove all oils, grease, solvents or other substances which result from Lessee's use of the premises.

9. Except as otherwise provided for (automatic and immediate termination), if Lessee is in default in the performance of any 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. 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. All 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 of the date of mailing indicated on the postal receipt. All notices shall be sent to Lessee at 545 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.

This Lease shall automatically terminate in the event Lessee or Lessee's business: 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; if Lessee should become disabled or suffer death; if Lessee fails in any manner to comply with any of the terms, covenants, or conditions of this Lease to be kept and performed by Lessee; or should Lessee, by any act of negligence or carelessness, or through any act of commission or omission permit, or suffer to be permitted, damage to the Property or the demised premises in any substantial manner. In such event, the City may immediately retake possession.

If this Lease is terminated by the City, except termination due to expiration of the lease term, Lessee shall have reasonable access to the Property for a reasonable time, not to exceed 30 days, to remove Lessee's personal property. If Lessee fails to remove his personal property within the time prescribed, the City shall not be responsible for the care and safekeeping thereof and may remove the same and store the same in a reasonable manner, the cost, expense and risk of which shall be borne by Lessee. Lessee hereby agrees that items not timely removed may be sold by the City to cover expenses with net proceeds after expenses paid to Lessee. The City may also set off amounts owed under this Lease against proceeds of said sale.

10. Lessee shall not sublet, assign or transfer any of his 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. 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.

12. 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 from any claim, lien, damage or injury, (including death), to persons or property caused by Lessee or sustained in connection with the performance of this Lease or by conditions created thereby, or based upon any violation of statute, ordinance code or regulation, and the defense of any such claims or actions, including attorney's fees.

Lessee shall also pay and indemnify the City, its officers, employees and agents against all liability and loss in connection with, and shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to employees engaged in performance of this Lease.

13. In the event City uses its City Attorney or engages an attorney to enforce the City's rights hereunder, including but not limited to suit or any collection efforts, Lessee agrees to pay for the value or cost of such attorney, plus costs including the costs of any experts. This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado. Venue shall be in Mesa County.

14. The provisions of this Lease shall not inure to the benefit of the heirs, successors and assigns of the parties hereto.

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, COLORADO

BY: Mark K. Achen 11/26/90

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City Manager Date

ATTEST:

Neva B. Lockhart, CMC 11-26-90

\_\_\_\_\_  
City Clerk Date

LESSEE:

\_\_\_\_\_  
Ken McDonald, Owner \_\_\_\_\_

\_\_\_\_\_

RESOLUTION NO. 83-90

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

That the City Manager's signature on the Contract for Purchase of the following described property be ratified, and that the acquisition of the property may be funded by bonded indebtedness:

Lots 13 through 24, inclusive, Block 121 of the City of Grand Junction, together with the South half of the vacated alley adjacent and that portion of the West half of the vacated portion of Second Street adjacent, as recorded in Book 1011, Pages 822 and 823 (La Court Motel).

PASSED and ADOPTED this 21st day of November, 1990.

William E. McCurry

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President of the Council

Attest:

Neva B. Lockhart, CMC

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City Clerk

RESOLUTION NO. 84-90

ESTABLISHING AMOUNTS OF INSURANCE REQUIRED PURSUANT TO SECTION 31-71 OF ORDINANCE NO. 2497

Section 31-71 of Ordinance No. 2497 requires that an applicant for a public way permit submit proof of required insurance. The amounts of the required insurance are to be established by the City Council by Resolution.

The City Engineer, with the advice of the City's Risk Manager and the City's Purchasing Agent, has recently revised the General Contract Conditions for bonds and insurance required of contractors performing work for the City. The Council finds that those limits and conditions are reasonable, workable and appropriate.

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

1. The following types of insurance with policy limits as shown are heretofore required pursuant to section 31-71 of Ordinance:

A. Workmen's Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, and Employers' Liability insurance with

minimum limits each employee of: FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident; FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease per each and in the aggregate. Evidence of qualified self-insured status may be substituted for the Workmen's Compensation requirements of this paragraph.

B. General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

2. All such policies shall be endorsed to include the City of Grand Junction and the city's officers and employees as additional insureds. Every policy shall be primary insurance and every insurance carried by the City, its officers and employees, shall be excess and not contributory insurance to that provided by the public way permittee. No additional insured endorsement to the policy required by this resolution shall contain any exclusion for bodily injury or property damage arising from completed operations. The public way permittee shall be solely responsible for any deductible losses under any policy required by this resolution.

3. Evidence of insurance shall be in the form of a certificate of insurance provided by the City and completed by the permittee's insurance agent. Such insurance agent shall deliver such completed certificate to the City Risk Manager at City Hall.

4. Adoption of this Resolution shall not be construed as a waiver of any provision of the Colorado Governmental Immunities Act; to the contrary, the City desires that it avail itself of all of the limitations, rights, immunities and protection afforded by C.R.S. 24-10-101, et seq.

READ, PASSED, and ADOPTED this 21st day of November, 1990.

William E. McCurry

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President of the Council

ATTEST:

Neva B. Lockhart, CMC

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City Clerk

Mayor McCurry acknowledged 17 individual letters opposing the closure of Elm Avenue.

It was moved by Councilman Payne to deny the request by Mesa State College to close Elm Avenue from College Place to 12th Street beginning December 13, 1990, through May 13, 1991 for the removal of mill tailings. The motion was seconded by Councilman Mantlo. Roll was called on the motion with the following result:

Councilmembers voting AYE: BENNETT, PAYNE, NELSON, THEOBOLD, MANTLO, SHEPHERD, MC CURRY.

Councilmembers voting NO: NONE.

Consensus of Council was that during any future consideration for changes in the complexion of Elm Avenue between College Place and 12th Street, there be some interaction between the residents of the immediate area, the College, and the City to help come to a mutually agreed upon solution.

John Schoening, 907 Texas Avenue, requested that Councilman Theobold, representative for District C, meet with some of the people in the neighborhood and consider some of the things that Mesa State College has proposed here this evening, and drive around the neighborhood and see what they've done.

APPROVAL OF EXPENDITURE OF \$2911 AS THE CITY'S SHARE OF COLORADO MUNICIPAL LEAGUE OPPOSITION TO U.S. WEST RATE

Upon motion by Councilman Bennett, seconded by Councilman Theobold and carried, the expenditure of \$2911 as the City's share of Colorado Municipal League opposition to the U.S. West Rate Increase was approved.

ALLEY BEHIND GRAND JUNCTION HIGH SCHOOL

Councilman Mantlo suggested that Grand Junction High School be contacted regarding petitioning the City for reconstruction (concrete) of the alley located east of the school property.

ADJOURNMENT

The President adjourned the meeting.

Neva B. Lockhart

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Neva B. Lockhart, CMC  
City Clerk