

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

December 5, 1990

The City Council of the City of Grand Junction, Colorado, convened in regular session the 5th day of December, 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, Reford Theobald, and President of the Council Pro Tempore Conner Shepherd. President of the Council William McCurry was absent. Also present were City Manager Mark Achen, City Attorney Dan Wilson, and City Clerk Neva Lockhart.

Council President Pro Tem Shepherd called the meeting to order.

BOY SCOUT TROOP 386

Boy Scout Troop 386 was present earning the "Citizenship in the Community" Badge, along with Kelly Summers and Scoutmaster Doug Parker. Members of the troop were Scott Stephenson, Corey Dixon, Jared Kofeld, Tim Hyatt, and Keith Parker. The Troop led in the Pledge of Allegiance.

INVOCATION - Pastor Andrew Gebbe, Orchard Community Church.

MINUTES

There being no corrections or additions to the minutes of the November 21, 1990, City Council meeting, they were approved as submitted.

PROCLAMATION DECLARING DECEMBER 2-9, 1990, AS "MESA STATE COLLEGE MAVERICKS FOOTBALL WEEK" IN THE CITY OF GRAND JUNCTION

FINANCE DIRECTOR RON LAPPI PRESENTS "DISTINGUISHED BUDGET AWARD" FOR 1990 FROM THE GFOA (GOVERNMENT FINANCE OFFICERS ASSOCIATION)

City Finance Director Ron Lappi expressed his appreciation to Lanny Paulson and Randy Booth for their efforts in achieving the "Distinguished Budget Award" for the City of Grand Junction. Lanny Paulson also earned a "Special Achievement Award" for his efforts on the City's budget document.

APPOINTMENT OF THREE MEMBERS OF THE ANIMAL CONTROL APPEALS BOARD - REMOVED FROM AGENDA

MIKE VER KETIS DISCUSSES FLYING THE POW FLAG AT CITY HALL

Mr. Mike VerKetis, 3125 Covey Avenue, was present representing the Western Colorado Coalition of Veterans. He stated that in September of 1987 it was requested that the POW flag be flown every day until the POW issue was resolved. The City Council declared by proclamation that it would fly the POW Flag at City

Hall each year on Memorial Day, Veterans Day, and each work day during the third week of September until the POW issue has been resolved or until the Governing Body rules it no longer serves a useful purpose. In light of the recent situation in Saudi Arabia, the Western Colorado Coalition of Veterans is now requesting that the U.S. flag and the POW MIA flag be flown 24 hours a day every day of the week. The coalition was willing to build the spotlight that would be necessary should the flags be flown 24 hours a day.

Consensus of Council is that it will fly the POW MIA flag on the above designated dates listed in the 1987 proclamation. Mr. VerKetis stated that a petition will be circulated petitioning the City Council to fly the POW MIA flat 24 hours a day, seven days a week along with the U.S. flag.

JUDD PERRY DISCUSSES HANDICAPPED PARKING PROBLEM

Mr. Judd Perry, 2954 Beechwood Street, spoke regarding problems with Handicapped Parking in local parking lots. There are several violators using invalid handicapped insignias in order to use the designated handicapped parking spaces. He requested the strict enforcement by the Grand Junction Police Department and that violators be cited.

City Manager Mark Achen suggested that the public be notified that strict enforcement will be instituted beginning on a specific date. Council will consider the parking problem and look into a resolution.

BID CONSIDERATIONS - AWARD OF CONTACTS

Printing of Visitor and Convention Bureau Brochure - A.B. Hirschfeld Press - \$43,542.00

5th Street Sewerline Replacement, 1990 - Lyle States - \$19,775.00

Change Order No. 1 in the Amount of \$20,790.15 - Street Overlays, 1990 - United Companies to Mesa County

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

HEARING - PROPOSED 1991 BUDGET

A hearing was held after proper notice on the proposed 1991 Budget. Finance Director Ron Lappi stated that the hearing is open for public comment and question. Copies of the proposed 1991 Budget are on file in the Finance Department between now and December 19, 1990, at which time adoption of the Budget is scheduled. There were no comments, letters or counterpetitions. Upon motion by Councilman Payne, seconded by Councilman Nelson and carried, the hearing was closed.

PROPOSED ORDINANCE - APPROPRIATIONS FOR 1991

The following entitled proposed ordinance was presented and read: AN ORDINANCE APPROPRIATING CERTAIN SUMS OF MONEY TO DEFRAY THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF GRAND JUNCTION, COLORADO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 1991, AND ENDING DECEMBER 31, 1991. Upon motion by Councilman Theobold, seconded by Councilman Payne and carried, the proposed ordinance was passed for publication.

RESOLUTION NO. 80-90 REVOKING THE REVOCABLE PERMIT FOR NORTH MAIN STREET BETWEEN 4TH AND 5TH STREETS (CONTINUED FROM NOVEMBER 7 AND NOVEMBER 21, 1990, MEETINGS) - CONTINUED TO DECEMBER 19, 1990

RESOLUTION NO. 85-90 ADOPTING 1991 FEE SCHEDULE FOR PARKS AND RECREATION

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

The following individuals commented regarding the proposed Resolution:

Doug Osborne, 2632 Birch Court, representing Newcomers Group of approximately 26-30 individuals;

Louis O'Riordan, 2035 Gunnison Avenue;

Keith Mumby, 321 McFarland Court, member of the City Parks and Recreation Board.

Councilman Nelson stated that he would like to see the golf rates remain the same year round with no winter differential.

There were no other comments. Upon motion by Councilman Payne, seconded by Councilman Mantlo and carried by roll call vote, the Resolution was passed and adopted as amended (winter golf rates remaining the same as the current 1990 rate, and adding "we charge persons whose residence is outside of the corporate city limits of the City of Grand Junction the non-resident fee").

RESOLUTION NO. 86-90 GRANTING REVOCABLE PERMIT TO CITY MARKET TO PLACE UNDERGROUND TELEPHONE AND COMPUTER CABLES UNDER THE ROAD RIGHT-OF-WAY IN THE 100 BLOCK OF WEST COLORADO AVENUE

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

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

RESOLUTION NO. 87-90 AUTHORIZING A CONTRACT FOR AUDIT SERVICES BETWEEN THE CITY OF GRAND JUNCTION AND CHADWICK, STEINKIRCHNER, DAVIS AND COMPANY, P.C.

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

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

RESOLUTION NO. 88-90 AUTHORIZING A ONE-YEAR DRY GRAZING LEASE WITH WILLIAM MERTZ FOR 240 ACRES OF CITY PROPERTY LOCATED SOUTH OF WHITEWATER - \$275 PER YEAR

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

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

VALLEY FEDERAL PLAZA OFFER - \$1,776,501

City Attorney Wilson announced that on Thursday, December 6, 1990, he should have the final documents ready for the City Manager's signature to come back to the Council on December 19 for the purchase of the Valley Federal building at 225 North 5th Street. The price is \$1,776,501. The City will probably purchase in the mid to late-January. If Council approves the purchase on the 19th of December the City will hire a structural engineering firm to make sure the building is sound (cost to be approximately \$5,000 to \$7,000), and will do an environmental audit to make sure there is no contaminated soils or other conditions (approximately \$8,000 or \$9,000).

Upon motion by Councilman Payne, seconded by Councilman Mantlo and carried, the City Manager was authorized to sign the documents to make an offer to RTC for the purchase of the Valley Federal building in the amount of \$1,776,501.

City Attorney Wilson reminded Council that the final approval will take place at the December 19, 1991, meeting contingent upon the structural and environmental reviews.

MESA COUNTY FAUS (FEDERAL AID URBAN SYSTEM) REQUEST - CONTINUED TO DECEMBER 19, 1990

City Manager Mark Achen explained that no formal action is required this evening on this item. Upon motion by Councilman Bennett, seconded by Councilman Payne and carried, it was moved that the Mesa County FAUS request be tabled to the December 19, 1990, meeting for additional discussion.

ANIMAL CONTROL CONTRACT WITH MESA COUNTY HEALTH DEPARTMENT - \$93,383

Upon motion by Councilman Nelson, seconded by Councilman Mantlo and carried, the Contract with Mesa County Health Department for

Animal Control services in the amount of \$93,383 was approved, and that the City communicate in writing with the County the City's dissatisfaction with the current state of affairs, and that Council will discuss at length the future of this Animal Control Contract.

Mayor Pro Tem Shepherd stated that unless the City comes up with some viable alternative the City will always be saddled with the differential between the City and County.

REPORT ON CONDITION OF HUSBAND OF JODY KOHL, ASSISTANT TO THE CITY MANAGER

City Manager Achen reported that the husband of Jody Kohl has suffered quite a heart problem since relocating to Grand Junction within the last couple of months. The condition is unchanged. The heart situation continues to be a problem even though he has had by-pass surgery and two heart attacks. The doctors really don't know the answer. They are continuing to hospitalize him anticipating another heart attack. It is very uncertain if and when he will be able to return to a normal life.

CANCELLATION OF JANUARY 2, 1991, CITY COUNCIL MEETING

Upon motion by Councilman Theobold, seconded by Councilman Mantlo and carried the January 2, 1991, Council Meeting was cancelled.

ADJOURNMENT

The President of the Council Pro Tem adjourned the meeting.

Neva B. Lockhart

Neva B. Lockhart, CMC
City Clerk

RESOLUTION NO. 85-90

ESTABLISHING 1991 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 the fees and charges as hereinafter set forth be those for the Parks and Recreation Department for 1991.

1991 CITY OF GRAND JUNCTION PARKS AND RECREATION DEPARTMENT FEES AND CHARGES POLICY

INTRODUCTION

The City of Grand Junction Parks and Recreation Department has the responsibility to establish a policy for recovering costs for using the City's areas and facilities and taking part in various

recreation programs. This policy is meant to be a guide to the Administration, Parks and Recreation Advisory Board and the City Council, in developing a fair and consistent fee schedule.

AUTHORITY

The authority to establish appropriate fees on an annual basis rests with the City Council. The Parks and Recreation Advisory Board shall act in an advisory capacity to the Parks and Recreation Department and to the City Council in the establishment of such a fee policy and the setting of fees by various categories.

FACILITATION

The Parks and Recreation Department shall develop and recommend for all appropriate uses of its facilities and participation in various recreation programs. The fees will be reviewed annually by staff, Parks and Recreation Advisory Board and ultimately approved by the City Council with the adoption of each annual budget.

PURPOSE OF POLICY

The policy is intended to establish a standardized approach to assessing fees for residents and non-residents; for the use of City facilities; for determining which user groups should pay at what percentage; to keep all fees at a fair market level in order to encourage participation; to strive for a high degree of cost recovery; and to lessen the burden on the City tax payer.

NON-RESIDENT POLICY

Persons whose residence is outside of the corporate city limits of the City of Grand Junction are charged a non-resident fee.

NON-RESIDENT POLICY CONTINUED

A non-resident fee of 20% will apply to recreation classes/programs, season passes/punch cards for Lincoln Park-Moyer Pool; Lincoln Park Golf Course, and Tiara Rado Golf Course, adult team player fees and tennis leagues.

A non-resident fee will not be added to daily golf and pool fees, special events, stadium, cemetery, Two Rivers Plaza, Auditorium use and the Orchard Mesa Swimming Pool.

THREE CATEGORIES OF COST RECOVERY

1. MINIMAL COST RECOVERY - small percentage of direct program costs. Normally 20% fees: Range \$.25-\$5.00.

2. A. PARTIAL COST RECOVERY - recreation programs recover 55% and above of direct and indirect program cost.

B. PARTIAL COST RECOVERY - use of area's facilities, i.e. Stadium, Auditorium, Two Rivers Plaza. Recover 40% and above of direct and indirect costs.

3. FULL COST RECOVERY - recover 100% and above of direct and indirect costs.

MINIMAL COST RECOVERY

Therapeutic programs
Special Events
Freethrow contests
Teen Dances
Wading Pool

PARTIAL COST RECOVERY

Aquatics Programs
Outdoor Recreation
Athletics
Youth Rec. Programs
Arts and Crafts
Music and Social

PARTIAL COST RECOVERY-FACILITIES

Two River Plaza
Auditorium (Barn)
Swimming Pools
Older American Center
Stadium

FULL COST RECOVERY

Cemeteries
Arts and Crafts
Outdoor Rec.
Athletics/Fitness
Golf Courses
Specialized Tech. Instructions
Adult Recreation Programs
Music and Social

DEFINITIONS

DIRECT COST - cost of instructor/leader, supplies, materials, building rental and advertising, etc.

INDIRECT COST - cost of Recreation/Park Supervisor, Superint/Mgr, maintenance/building utilities, capital equipment.

REFUND POLICY

An Administrative fee of \$10.00 per refund will be charged for

recreation and swimming programs. The receipt(s) must be presented at the Parks and Recreation Department in Lincoln Park prior to the first meeting or class in order to be eligible. NO REFUNDS on season passes or punch cards purchased for golf or swimming.

TRANSFER POLICY

Transfers are permitted providing space is available. The fee is \$2.00 per transfer.

AGE CATEGORIES

Infant Under 2 years of age
Child 2-12 years of age
Teen/Junior 13-17 years of age
Adult 18 and older
Senior 60 and older

LOW INCOME FEES

The low income Learns to Swim fee of \$2.75 per child (resident) and \$3.25 per child (non-resident) during the summer season at both Lincoln Park-Moyer and Orchard Mesa Swimming Pools will be offered. The Parks and Recreation Department will administer the program and the Department of Social Services will continue to screen the individuals to assure they are meeting the minimum income standards. This registration would be limited to twenty per each session at both pools.

SENIOR CITIZEN AND JUNIOR GOLF FEES FOR 1991

Senior citizen green fees will be \$6.25/nine and \$11.75/eighteen. The Junior golf green fees will be at \$3.50/nine and \$6.50/eighteen.

Junior golf tickets will continue to be restricted to weekdays and after 2:00 p.m. on weekends and holidays. Senior golf tickets will not have any day or time restrictions.

DISCOUNTS FOR GOLF SEASON PASSES AND PER ROUND FEES

Senior citizens will receive a 20% discount on Season Passes and 10% on per round fees.

Junior citizens will receive a 67% discount on season passes and 50% on per round fees.

DISCOUNT FOR GOLF GREEN FEES

Senior Citizens will receive a 10% discount on green fees and Juniors will receive a 50% discount on green fees.

GOLF CART RENTAL, GOLF CLUB RENTAL AND PRO/ASSISTANT LESSONS

The fee for the rental of golf carts will be \$8.00 for nine holes and \$14.00 for eighteen. The fee for the rental of golf clubs will be \$5.00 for nine and \$8.00 for eighteen. Also available, the punch card which entitles the holder to a 20% discount on cart rental.

The fee for private lessons (1/2 hour) will be \$15.00 - \$25.00 per lesson depending on the instructor chosen by the student. Rate is based on experience of golf professional. Golf balls are provided in lesson charge.

Group lessons (4 hours) are \$35.00 for adults and \$25.00 for juniors.

PARK PERMITS

Park Permits will be issued to the public with a guaranteed section in the park. In order to reserve the shelters a \$15.00 fee will be charged.

OLDER AMERICAN CENTER

The City will be charging for the use of the Older American Center to outside groups using the facility. A list of the fees are as follows: (i.e. AARP, RSVP, Grey Gourmet)

1. Small meeting room \$5.00/2 hour event
2. Large meeting room \$25.00/2 hour event
3. Large meeting room \$50.00/in excess of 2 hours

The meeting rooms will be reserved by contacting the Parks and Recreation Department.

SWIM CLUBS

A \$620.00 annual fee will be assessed (direct cost only) for the Dolphins use in 1991 which would include the 3-day Invitational Meet (July 12, Orchard Mesa Pool, July 13 and 14 Lincoln Park-Moyer Pool) and early morning weekday practice sessions. A fee of \$620.00 will be assessed for Western Slope Championship (Friday afternoon through Sunday on July 26, 27 and 28, Lincoln Park-Moyer Pool). West Slope Invitational (November 8, 9, 10, Orchard Mesa Pool) will be assessed \$1.00 per swimmer.

FREE SWIM DAY

Free admission for individuals 17 and under will be offered on Wednesdays from 9:30-11:45 a.m. and 1:30-4:45 p.m. only at the Lincoln Park-Moyer Swimming Pool. The free day will be good for the pool complex only and will not be valid for the water slide.

SCHOOL DISTRICT YEAR END PARTIES

Schools may schedule either Lincoln Park-Moyer Pool or Orchard Mesa Pool for end of the year school parties, not to exceed two hours and a minimum of 100 students as availability allows. Students will pay 75 cents for admission or 50 cents if trash has been picked up in a City park (with prior authorization of the Department). Adults admitted into the pool area will pay regular admission. If the water slide is also scheduled, an additional 50 cents will be added to the student fee and regular admission charged for adults.

PUNCH CARDS AT ORCHARD MESA POOL

A swimmer will be able to purchase an "off season" punch card for the Orchard Mesa Community Center Pool at a rate of 2 for 1, (40 punches instead of 20). The punch card will be valid for the period of time Lincoln Park-Moyer Pool is closed for the season.

SOFTBALL COMPLEX RENTAL CO-SPONSORSHIP FEES

If a group of individuals wants to co-host a tournament with the Mesa County Softball Association, they (the individuals) will present a proposal to the Mesa County Softball Association. The Board will then submit the proposal to Parks and Recreation Staff and the Parks and Recreation Advisory Board for final approval.

The fees will be as follows per Softball Complex:

1 Day \$75.00 (Regular fee \$100.00)

1/2 Day \$40.00 (Regular fee \$50.00)

Lights \$15.00/hour-as per Public Service rate structure. (Regular fee \$15.00)

File:fees91 revised 12/6/90 9:15 A.M.

GRAND JUNCTION PARKS AND RECREATION 1991 FEES/CHARGES POLICY
11/28/90

SERVICE/PROGRAM	1991 RESIDENT	1991 NON RESIDENT 20%
Adult Arts & Crafts	30.00	36.00
Adult Sports & Games	10.00	12.00
Adult Swim	16.50 8 classes	19.80

Aerobics	15.00	18.00
Amateur Wrestling	10.00 6 classes	12.00
Aqua Ex	16.50 8 classes	19.80
Archery	20.00	24.00
Arts & Crafts-Fall	8.00 3 classes	9.60
Arts & Crafts-Southwest	15.00	18.00
Arts & Crafts-Summer	12.00 6 classes	14.40
Ballet/Jazz	12.00 8 classes	14.40
Ballroom Dance	33.00 couple	39.60
Basic Bicycle	10.00 3 classes	12.00
Basketball (Adult) FC	176.00 8 games	
Basketball (Adult) CC	165.00 8 games	
Basketball Player Fees	4.00/player	4.80
Basketball-Summer	11.00	13.20
Basketball-3 on 3	10.00	
Baton	15.00	18.00
Bowling (Adult)	15.00	18.00
Bowling (youth)	17.00 8 lessons	20.40

Bridge	18.00	21.60
Cake Decorating	20.00 6 classes	24.00
Children's Dance	15.00	18.00
Communications	5.00	6.00
Computer Classes	90.00	108.00
Country Western Dance	24.00/couple	28.80
Creative Dreaming	25.00 8 classes	30.00
Creative Movement	13.00 8 classes	15.60
Crochet	15.00 5 classes	18.00
Culinary Classes	36.00	43.20
Dog Obedience	40.00 7 classes	48.00
Drawing	24.00	28.80
Drumming	30.00	36.00
Esperanto	20.00	24.00
Fashion Awareness	30.00	36.00
Floor Barre	40.00 8 classes	48.00
Floral Design	80.00 4 classes	96.00
Fly Tying	15.00	18.00
Freethrow Contest	0.50 1 entry	0.60

Gardening	20.00	24.00
Guitar	25.00 6 classes	30.00
Gym & Swim - Family	6.00	
Adult	2.50	
Teen	1.75	
Child	1.50	
Senior	1.75	
Gymnastics	13.00 6 classes	15.60
International Folk Dance	11.00 3 classes	13.20
Jazz	15.00	18.00
Jogging	20.00 12 classes	24.00
Judo	32.00 8 classes	38.40
Junior Softball	10.00 5 classes	12.00
Karate	20.00 4 classes	24.00
Kayaking	45.00 6 classes	54.00
Kite Flying	2.00	2.40
Knitting	25.00 4 classes	30.00
Landscaping-Introduction	15.00 1 class	18.00
Lapidary	30.00	36.00

Low Impact Aerobics	15.00	18.00
Make Music	18.50 6 classes	22.20
Music Instruction	25.00	30.00
Nutrition/Diet	25.00	30.00
Outdoor Survival	5.00 1 class	6.00
Open Basketball	1.00 one time	
Open Basketball	10.00/year	12.00
Panorama Eggs	10.00	12.00
PW Basketball-Girls & Boys	8.50 8 games	10.20
PW Wrestling	8.00 P + T	9.60
Photography	30.00 4 classes	36.00
Pizzazz	10.00 8 classes	12.00
Pottery	25.00 5 classes	30.00
Pre & Post Natal	20.00	24.00
Rafting	27.50	33.00
Rock Climbing-one day	35.00	42.00
Rock Climbing-two days	55.00	66.00
Rugs & Wall Hangings	30.00 6 classes	36.00
Scuba	160.00 4 sessions	192.00

Sculpture	40.00	48.00
Self Defense	25.00	30.00
Self Motivation	30.00	36.00
Senior Dance Inst.	10.00 6 classes	12.00
Sketch Imagery	20.00 6 classes	24.00
Ski Instruction	40.00	48.00
Softball (Fall)	165.00 8 games	
Softball (Gate fees)		
Adult	0.25	
Child	0.10	
Softball Player Fees	10.00/player	12.00
Softball (Summer)	260.00 10 games	
Softball (Summer Gate)		
Adult	0.25	
Child	0.10	
Softball Field Rental		
One Full Day Per Park	100.00	
One Half Day	50.00	

Lights	15.00/hour	
Game Rental	10.00	
"Co-Sponsorship"		
One Full Day Per Park	75.00	
One Half Day	40.00	
Lights	15.00	
Special Events	10.00	12.00
Square Dancing	40.00/couple	48.00
Stress Out	15.00	18.00
Stretch & Tone	10.00	12.00
Summer Band	55.00	66.00
Summer Youth Adventure	36.00 week 9-3	
	1.25 hr ext cr	
	10.00 day max	
Teen Dance	2.00	
Tennis		
Adult League	22.00	26.40
Student League	17.00	20.40
Adult Instruction	22.00 8 classes	26.40

Student Instruction	18.00 8 classes	21.60
Tournament	1.00/event	
Tennis Court Rental	14.00/hour/ct	
(equipment in lieu of cash accepted if approved)		
Tiny Tennis	18.00 6 classes	21.60
Theater/Art Class	20.00	24.00
Tot Tumbling	20.00 8 classes	24.00
Travel & Leisure	3.00	3.60
Treatment & Prevention of Athletic Injuries	12.00	14.40
Umpire Class	5.00	6.00
Volleyball-Winter	140.00 10 games	
VB Player Fee-All Leagues	3.00	3.60
Volleyball-Summer	75.00 6 games	
Volleyball-Spring Indoor	90.00 7 games	
Volleyball Double Tourn	20.00/team	
Water Painting	15.00 6 classes	18.00
Weight Training	15.00	18.00
Wilderness Survival	20.00	24.00

Willmaker	79.00	94.80
Winning Women	10.00	12.00
Wood Carving	75.00	90.00
Wrestling Camp	50.00	60.00
Yoga	15.00 8 classes	18.00
Youth Dance	18.00	21.60
Youth Track	1.00	
Swimming Pool Admissions		
Adult-LP and OM	2.75	
Child	1.75	
Teen	2.00	
Senior	2.00	
Family	7.00	
Infant	0.25	
Punch Cards		
Adult	42.25	50.70
Child	24.50	29.40
Teen	30.50	36.60

Senior	30.50	36.60
Summer Passes		
Adult	57.50	69.00
Child	38.00	45.60
Teen	44.25	53.10
Senior	44.25	53.10
Family	151.75	182.10
Winter punch cards at OM		
These will be "2 for 1" (40 admissions) during the off season of Lincoln Park-Moyer Pool.		
Adult	42.25	
Child	24.50	
Teen	30.50	
Senior	30.50	
**Non-resident fee not applicable to OM Pool since jointly funded.		
Private Parties (2 hours)	POOL	
Swimmers 0-50	143.75	

51-100	207.00	
101-150	269.00	
151-200	331.50	
201-250	393.25	
251-281*	426.75	
251-300	455.50	
ADDITIONAL 50	28.75	
	SLIDE	
Swimmers 0-50	115.00	
51-100	138.00	
101-150	149.50	
151-200	161.00	
201-250	172.50	
251-281*		
251-300	184.00	
ADDITIONAL 50	11.50	
	SLIDE/POOL	
Swimmers 0-50	189.75	
51-100	262.25	

101-150	329.00	
151-200	396.00	
201-250	462.25	
251-281*		
251-300	529.00	
ADDITIONAL 50	34.50	
* OM Capacity		
Year End Dist 51 Pool Use (not to exceed 2 hrs and a minimum of 100 students at a time)		
Fee without trash pick up	0.75/student	
Fee with trash pick up in a city park.	0.50/student	
Year End Pool with Slide	1.00/student	
Water Slide	3.00/person	
Single Ride	1.00/ride	
Tube Rental	1.00	
Punch Card-10 days	30.00	
Wading Pool-Lincoln Park	0.25	
Age Classifications:		
Adult=18 and older		

Teen=13 to 17		
Child=2 to 12		
Infant=under 2		
Senior=60 and older		
LEARN TO SWIM PROGRAMS		
Orchard Mesa Pool		
Child	21.25	
Preschool	25.25	
Adult	26.75	
Infant/Toddler	32.25	
Additional parent	11.00	
Disadvantaged	2.75	
Transfer	2.00	
Lincoln Park Pool		
Child	18.75	22.50
Preschool	21.25	25.50
Adult	24.00	28.80
Infant/Toddler	26.75	32.10

Additional parent	11.00	13.20
Disadvantaged	2.75	3.30
Transfer	2.00	
SWIM CLUBS		
Dolphin Swim Team	620.00/annual	
3 day meet & practice		
1 @ OMCC/2 @ LPMoyer		
Western Slope Championsh	620.00	
West Slope Invitational	1.00/swimmer	
LINCOLN PARK AUDITORIUM		
Damage Deposit	100.00	
Deposit out of County	200.00	
Business Event	105.00	
Family Event	35.00	
Dances, Concerts, Plays	105.00	
Extending Event (1 hour)	15.00	
Chairs (Business)	25.00	

Chairs (Family)	15.00	
Chairs (Dances)	25.00	
Tables (Business)	35.00	
Tables (Family)	20.00	
Tables (Dances)	35.00	
P.A. (Call)	15.00	
Table set up	6.00/hour	
TWO RIVERS CONVENTION CENTER		
BUILDING RENTAL		
MEETING ROOMS	15 X 28	25.00
30 X 28	50.00	
45 X 28	75.00	
60 X 28	100.00	
75 X 28	125.00	
AUDITORIUM		
`B' Section		
Day 1	265.00	
Day 2	240.00	
Succeeding Days	240.00	

`A' Section		
Day 1	480.00	
Day 2	430.00	
Succeeding Days	430.00	
`A' and `B' Combined		
Day 1	560.00	
Day 2	500.00	
Succeeding Days	500.00	
`A-B' & 75 X 28 1st Day		
Day 1	635.00	
Day 2	560.00	
Succeeding Days	560.00	
Patio	120.00	
Tear Down - Per hr beyond contract limit	100.00	
Equipment Rental		
Tables - per event	3.00	
VCR or Overhd-per day	25.00	
Chairs - ea per	0.50	

event		
Stage-1st 6 pieces	n/c	
Stage-adtl 6x8 sect	5.00	
Dance Floor	20.00	
Elec-spyders ea-per ev	5.00	
Security Service		
W/set up & tear down		
`A' Section	75.00	
`B' Section	50.00	
`A&B' Section	100.00	
During Public Hours		
`A' Section	175.00	
`B' Section	150.00	
`A&B' Section	225.00	
Invitation Only Event	75.00	
STADIUM USE FEES		
Admission Charged-	0.50 each or	
Admission Charged-	50.00 minimum	
Stadium Lights	35.00/hour	

Stadium P.A. w/no adm.	20.00	
Tournament	350.00	
Bleacher Rent- outside use	50.00/event	
CEMETERY		
Open Close		
Regular	290.00	
Child	130.00	
Infant	100.00	
Perpetual Care	130.00	
Perpetual Care-Crem Grdn	50.00	
Monument Setting	100.00	
Grave Space	275.00	
Cremation Garden Space	120.00	
Landscaping	90.00	
Cremation Urns	115.00	
Disinterment	535.00	
Reinterment	290.00	
Sundays/Holidays	150.00	
Development Fee-Reg	140.00	

Development Fee-Crem	50.00	
GOLF		
Adult	165.00	198.00
Senior	132.00	158.40
Junior-Limited	55.00	66.00
9-Adult	2.50	
18-Adult	3.75	
9-Junior	1.25	
18-Junior	2.00	
9-Senior	2.25	
18-Senior	3.25	
9-Green Fees	7.00	
18-Green Fees	13.00	
9 Jr Green Fees	3.50	
18 Jr Green Fees	6.50	
9 Sr Green Fees	6.25	
18 Sr Green Fees	11.75	
Exempt Tourn.	4.00/player	
Group Lessons	set by pro	

Private Lessons	set by pro	
City Rentals	5.00/9 holes	
	8.00/18 holes	
Cart Rentals	8.00/9 holes	
	14.00/18 holes	
20% Disc punch card	112.00	
PARK PERMITS		
General	no charge/per use	
Shelter Reservation	15.00/per use	
OLDER AMERICAN CENTER		
Small meeting room	5.00/2 hour	
Large meeting room	25.00/2 hour	
Large meeting room	50.00/over 2	
Off Season Winter Golf rates not offered.		
GOLF		
Adult Season Ticket	165.00	198.00
Senior Season Ticket	132.00	158.40
Junior Season	55.00	66.00

Limited Ticket		
9-Adult per round fee	2.50	
18-Adult per round fee	3.75	
9-Jr per round fee	1.25	
18-Jr per round fee	2.00	
9-Sr per round fee	2.25	
18-Sr per round fee	3.25	
9-Green Fees	7.00	
18-Green Fees	13.00	
9 Jr Green Fees	3.50	
18 Jr Green Fees	6.50	
9 Sr Green Fees	6.25	
18 Sr Green Fees	11.75	
Off Season-Green Fee	6.00/day	
Off Season-Sr Green	4.75/day	
Off Season-Jr Green	3.00/day	
Off Season Adult w/Season Ticket	2.25/day	
Off Season Sr w/Season Ticket	1.25/day	
Off Season Jr w/Season Ticket	1.25/day	

Exempt Tourn.	4.00/player	
Group Lessons - Jr	25.00/4 hours	
Group Lessons - Adult	35.00/4 hours	
Private Lessons	15-25/1/2 hour	
Club Rentals	5.00\9 holes	
	8.00/18 holes	
Cart Rentals	8.00/9 holes	
	14.00/18 holes	
20% Disc punch card	112.00	
	*Private Lessons - rate depending on instructor chosen by student. Rate is based on experience of golf professional Golf balls are provided in lesson charge.	
	*Group lessons - range balls and clubs are provided by course.	
PARK PERMITS		
General	no charge/per use	
Shelter Reservation	15.00/per use	
OLDER AMERICAN CENTER		

Small meeting room	5.00/2 hour	
Large meeting room	25.00/2 hour	
Large meeting room	50.00/over 2	

PASSED and ADOPTED this 5th day of December, 1990.

Conner W. Shepherd

President of the Council Pro Tem

Attest:

Neva B. Lockhart, CMC

City Clerk

RESOLUTION NO. 86-90

CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO DILLON REAL ESTATE CO., INC.

WHEREAS, Dillon Real Estate Co., Inc., a Kansas Corporation, represents that it is the owner of the following described real property in the City of Grand Junction, Mesa County, Colorado, to wit:

The East 125 feet of Lots 3 and 4; the East 125 feet of the North 29 feet 7 inches of Lot 2; the South 30 feet 5 inches of the East Half of Lot 2; the North Half of Lot 1; all in Block 7 of Richard D. Mobley's First Subdivision to the City of Grand Junction, also known as 105 West Main Street,

and has petitioned the City Council of the City of Grand Junction for a Revocable Permit to allow the installation of underground telephone and computer cables in the following described public right-of-way for West Colorado Avenue, to wit:

A 5 foot wide parcel of land, the center line of which is described as follows:

Beginning at a point in the South line of Lot 1, Block 7 of Richard D. Mobley's First Sub-Division to the City of Grand Junction from whence the southwest corner of said Lot 1 bears West a distance of 45.0 feet; thence South a distance of 80 feet to a point in the North line of Block 11 of said Sub-Division, said point also being the point of terminus of said center line; 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 Petitioner for the purposes aforescribed and within the public right-of-way aforescribed; SUBJECT, however, to the several terms, conditions and covenants contained in the attached Revocable Permit.

PASSED and ADOPTED this 5th day of December, 1990.

Conner W. Shepherd

President of the Council Pro Tem

Attest:

Neva B. Lockhart, CMC

City Clerk

REVOCABLE PERMIT

WHEREAS, Dillon Real Estate Co., Inc. a Kansas Corporation, represents that it is the owner of the following described real property in the City of Grand Junction, Mesa County, Colorado, to wit:

The East 125 feet of Lots 3 and 4; the East 125 feet of the North 29 feet 7 inches of Lot 2; the South 30 feet 5 inches of the East Half of Lot 2; the North Half of Lot 1; all in Block 7 of Richard D. Mobley's First Subdivision to the City of Grand Junction, also known as 105 West Main Street,

and has petitioned the City Council of the City of Grand Junction for a Revocable Permit to allow the installation of underground telephone and computer cables in the following described public right-of-way for West Colorado Avenue, to wit:

A 5 foot wide parcel of land, the center line of which is described as follows:

Beginning at a point in the South line of Lot 1, Block 7 of Richard D. Mobley's First Sub-Division to the City of Grand Junction from whence the southwest corner of said Lot 1 bears West a distance of 45.0 feet; thence South a distance of 80 feet to a point in the North line of Block 11 of said Sub-Division, said point also being the point of terminus of said center line; 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 Dillon Real Estate Co., Inc., a Kansas Corporation, a Revocable Permit for the purposes aforescribed and within the public right-of-way aforescribed; provided, however, that the issuance of said Revocable Permit shall be conditioned upon the following:

1. APPLICATION FOR PERMIT. A separate written application for the work to be done ("street cut permit") shall be submitted to the City Engineer on a form provided by the City. The application shall be submitted no later than five days prior to the planned start of work in the right-of-way. No work within the right-of-way shall be started until the City Engineer has approved the plans and specifications and the permit application.

2. PERMIT, INSPECTION, AND TESTING FEES.

(a) Revocable Permit: A fee of fifty dollars (\$50) shall be required to obtain this Revocable Permit.

(b) Street Cut Permit: A fee of twenty dollars (\$20.00) shall be required to obtain the street cut permit.

(c) Inspection and testing fees: A fee of twenty dollars (\$20.00) per hour shall be required for inspection and testing.

3. PERFORMANCE/WARRANTY GUARANTEE FOR PERMITS. Before being issued the street cut permit the Petitioner shall provide the City, at the Petitioner's expense, a performance/warranty guarantee. This guarantee shall be in the form of cash, a letter of credit, or a bond. The guarantee shall be in an amount equal to one hundred percent (100%) of the City Engineer's estimated cost to restore the right-of-way to its original condition. The cost of restoration shall include the removal of defective material, re-compaction of subgrade and base material and construction of surface improvements. The letter of credit shall run for a period of time at least one year beyond the anticipated acceptance date of the work identified in the permit. Such guarantees shall be extended if requested by the City Engineer.

4. PURPOSE OF PERFORMANCE/WARRANTY GUARANTEE.

(a) Any guarantee made hereunder shall serve as security for the performance of work necessary to repair the right-of-way if the Petitioner fails to make the necessary repairs or to complete the work under the street cut permit.

(b) The Petitioner, by acceptance of the street cut permit, expressly guarantees the complete performance of the work acceptable to the City and guarantees all work done through the Petitioner for a period of one year after the date of acceptance, and agrees upon demand to maintain and to make all necessary repairs during the one-year period. This guarantee shall include all repairs and actions needed as a result of:

- (1) Defects in workmanship;
- (2) Settling of fills or excavations;
- (3) Any unauthorized deviations from the approved plans and specifications;
- (4) Failure to barricade;
- (5) Failure to clean up during and after performance of the work;
- (6) Any other violation of City Ordinance No. 2497.

(c) The one-year guarantee period shall run from acceptance of the work. If repairs are required during the subsequent one-year guarantee period, those repairs need only be guaranteed until the end of the initial one-year period starting with the date of initial acceptance. It will not be necessary for a new one-year guarantee to be provided for subsequent repairs after the initial acceptance.

5. INSPECTION AND TESTING FEES AND PROCEDURES. At the time of the street cut permit application, and at such construction intervals as may be established by the City Engineer, the Petitioner shall pay for the costs of inspection and testing. Inspection and testing, and the costs therefore, shall occur as follows:

(a) Two inspections shall take place. First, the Petitioner shall notify the City immediately after completion of work operations and acceptance will be made if all work meets City and street cur permit standards. Second, approximately thirty (30) days prior to the expiration of the one year guarantee, the Petitioner shall notify the City and the City shall perform an inspection of the completed work. If the work is still satisfactory, the cash or letter of credit shall be returned less any amounts needed to complete work not done by the Petitioner. At any time prior to completion of the one-year warranty period, the City may notify the Petitioner of any needed repairs. Such repairs shall be completed with twenty-four (24) hours if the defects are determined by the City to be an imminent danger to the public health, safety and welfare. Nonemergency repairs shall be completed within thirty (30) days after notice.

(b) Random inspections may be made of procedures described in City Ordinance No. 2497 and the Petitioner shall correct its procedures if ordered to do so. Failure to do so may result in revocation of

this Revocable Permit.

(c) Testing. Testing may be accomplished by the City Engineer as required by the specifications of the street cut permit.

6. TIME OF COMPLETION. All work covered by the street cut permit shall be completed by the date stated on the application. The street cut permit shall be void if work has not commenced six months after issuance. Letters of credit or cash deposited as a performance/warranty guarantee for the street cut permit will be returned after voiding of the permit; no interest shall accrue to Petitioner's benefit.

7. INSURANCE. Before the street cut permit is issued, the applicant shall submit a certificate of comprehensive general liability insurance in an amount of ONE MILLION DOLLARS (\$1,000,000.00). The certificate of insurance shall list the City and its officers and employees as additional named insureds.

8. TRAFFIC CONTROL. If a street closing is required, the street cut applicant shall submit a traffic control plan and obtain approval of the City Engineer. It shall be the responsibility of the applicant to notify and coordinate all work in the right-of-way with police, fire, ambulance and transit departments.

When necessary for public safety, the street cut permittee shall employ flag persons whose duties shall be to control traffic around or through the construction site. The use of flag persons may be required by the City Engineer.

9. CONSTRUCTION STANDARDS AND RESPONSIBILITY FOR ALL PUBLIC IMPROVEMENTS. The Petitioner shall be fully responsible for the cost and actual performance of all work in the right-of-way. All work shall be in conformance with the engineering regulations, construction specifications, and design standards adopted by the City. These standards shall apply to all work in the right-of-way.

10. PROTECTION OF PAVED SURFACES FROM EQUIPMENT DAMAGE. Backhoe equipment outriggers shall be fitted with rubber pads whenever outriggers are placed on any paved surface. The Petitioner agrees to pay for any damage caused to existing pavement by the operation of such equipment and, upon order of the City Engineer, shall repair such surfaces. Failure to do so will result in the use of the permittee's performance/warranty guarantee by the City to repair any damage and may further result in revocation of this Revocable Permit.

11. Before commencing any excavation in the right-of-way, the Petitioner shall be responsible for making inquiries of all utilities companies, municipal departments and all other agencies which might have facilities in the area of work to determine possible conflicts. The permittee shall request field locations of all facilities in the area at least forty-eight hours in advance of work. The permittee shall support and protect all pipes,

conduits, poles, wires, or other apparatus which may be affected by the work from damage during construction or settlement of trenches subsequent to construction.

12. CLEAN-UP. As the work progresses, the right-of-way shall be thoroughly cleaned of all rubbish, excess dirt, rock and other debris. All clean-up operations shall be done at the expense of the permittee.

13. LIABILITIES - CITY HELD HARMLESS. The Petitioner will not hold, not attempt to hold, the City liable for any damages caused to the facilities to be installed by the Petitioner, or any other property of the Petitioner or any other person, as a result of the City or any other Public Utility's maintenance or future installation of roadway improvements or public utilities within the aforescribed public right-of-way. This Revocable Permit shall be issued only upon the concurrent execution by the Petitioner of an agreement that the Petitioner will save and hold the City 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 by the City the Petitioner will, within thirty (30) days of notice of revocation, peaceably surrender said right-of-way to the City and, at its 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:

Dillon Real Estate Co., Inc. A Kansas Corporation

By

Attest:

By

AGREEMENT

Dillon Real Estate Co., Inc., a Kansas Corporation, does hereby agree that it will abide by each and every condition contained in the foregoing Permit; that it 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 said Permit, it agrees to within thirty (30) days peaceably surrender said public right-of-way to the City and, at its own expense, remove any encroachment so as to restore the right-of-way to its original condition.

DATED this _____ day of _____, 1990.

Dillon Real Estate Co., Inc. a Kansas Corporation

By

Attest:

By

STATE OF)	
)	SS:
COUNTY OF)	

The foregoing Agreement was acknowledged before me this _____ day of _____, 1990, by _____ as _____ President and _____ as _____ of Dillon Real Estate Co., Inc., a Kansas Corporation

Witness my hand and official seal.

My Commission expires: _____

Notary Public

RESOLUTION NO. 87-90

RESOLUTION AUTHORIZING A CONTRACT FOR AUDIT SERVICES BETWEEN THE

CITY OF GRAND JUNCTION AND CHADWICK, STEINKIRCHNER, DAVIS AND CO.,
P.C.

WHEREAS, the City of Grand junction has solicited proposals from interested and qualified firms of Certified Public Accounts to perform audit services for the City; and

WHEREAS, of the eight firms contacted, three proposals were received and evaluated from a technical standpoint by the City's accounting staff consisting of four CPA's; and

WHEREAS, the firm of Chadwick, Steinkirchner, and Davis received the highest technical rating by all of the evaluators, and proposed the lowest fee for the all inclusive scope of services.

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

(a) the proposal for audit services for the year ending December 31, 1990, which was received from CHADWICK, STEINKIRCHNER, DAVIS & CO., P.C.; is hereby accepted in the amount of \$23,734.

(b) unless otherwise recommended by the City staff, it is the intention of the City to not solicit proposals for audit services for another four years.

(c) the City Manager is hereby authorized and directed to enter into a service agreement with CHADWICK, STEINKIRCHNER, DAVIS & CO., P.C. for audit services for the years 1990 through 1993.

ADOPTED AND APPROVED THIS 5th DAY OF DECEMBER, 1990

APPROVED:

President of the Council Pro Tem

ATTEST:

City Clerk

RESOLUTION NO. 88-90

AUTHORIZING A ONE YEAR DRY GRAZING LEASE OF CITY PROPERTY TO WILLIAM ARTHUR MERTZ

WHEREAS, the City of Grand Junction is owner of the following described real property in Mesa County, Colorado, to wit:

T.2S., R.23., Ute Meridian:

Section 25: The SE1/4 of the NE1/4 AND the NE1/4 of the SE1/4;

T.2S., R.2E., Ute Meridian:

Section 30: Lots 2 & 4, EXCEPT a strip of land 25 feet in width in Lot 2 being 12.5 feet on each side of the following described line: Beginning at a point on the south line of said Lot 2 which is 180 feet West of the SE corner of said Lot 2; thence running northeasterly to a point on the east boundary of said Lot 2 which is 260 feet north of the SE corner of said Lot 2, AND ALSO EXCEPT Right-of-Way for U.S. Highway 50 South;

Section 31: The N1/2 of the NW1/4;

and;

WHEREAS, William Arthur Mertz is desirous of securing from the City a dry grazing lease for the above described real property for a term of one year and for a total rental fee in the amount of \$275.00.

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

That the City Manager be authorized, on behalf of the City and as the act of the City, to execute the attached Ground Lease agreement with William Arthur mertz for the lease of said real property for a term of one year, commencing on the 1st day of January, 1991, and terminating on the 31st day of December, 1991, and for a rental fee of \$275.00; subject to the several other terms and conditions of the attached Ground Lease.

PASSED and ADOPTED this 5th day of December, 1990.

Conner W. Shepherd

President of City Council Pro Tem

Attest:

Neva B. Lockhart, CMC

City Clerk

GROUND LEASE

THIS GROUND LEASE 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 William Arthur Mertz, hereinafter referred to as "Lessee", whose address for the purpose of this Lease is P.O. Box 204, Clifton, Colorado 81520.

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

Colorado:

T.2S., R.1E., Ute Meridian:

SE1/4 NE1/4 and NE1/4 SE1/4 of Section 25

and also;

T.2S., R.2E., Ute Meridian:

Section 30: Lots 2 & 4 EXCEPT a strip of land 25 feet in width in Lot 2 being 12.5 feet on each side of the following described line: Beginning at a point on the south line of said Lot 2 which is 180 feet West of the SE corner of said Lot 2; thence running northeasterly to a point on the east boundary of said Lot 2 which is 260 feet north of the SE corner of said Lot 2. AND ALSO EXCEPT Right-of-Way for U.S. Highway 50 South.

Section 31: N1/2 NW1/4

All in Mesa County, Colorado, (herein called the "Property"), and has agreed to lease the Property to Lessee under the terms and conditions of this Lease.

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

1. The term of this Lease shall commence at on the 1st day of January, 1990, and terminate on the 31st day of December, 1991.

2. Lessee agrees to pay City as rental for the Property the amount of \$275.00, due and payable on or before the 1st day of January, 1991. In the event payment of the rent is not received on or before the said due date, this Lease shall automatically terminate and the City may immediately retake possession of the Property.

3. The City specifically reserves and retains from this Lease any and all water and water rights owned by the City which may have been previously used on or connected with the Property.

4. Lessee agrees to timely pay any and all taxes levied against the Property and attributable to the occupancy by Lessee of the Property during the term of this Lease. If Lessee fails to timely pay any and all amounts required pursuant to this Lease, the City may pay such amounts and, in such event, the amount(s) paid by the City plus interest thereon at a rate of 18% per annum shall be payable to the City by Lessee.

5. Lessee agrees to:

a. Maintain the Property, including but not limited to all fences, gates and all other improvements on the Property, in the same or better condition as they were at the commencement of this Lease,

all at Lessee's expense, and at the expiration of this Lease, surrender the Property and improvements thereon to City, in as good a condition as when Lessee entered the Property, reasonable use and wear excepted.

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

c. 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 the Property for dry grazing operations only and in a manner that will not over-graze, cause deterioration of or destruction to the Property.

6. Lessee has inspected the Property and accepts the same in its present condition. Lessee agrees that the condition of the Property is sufficient for the purpose of the Lessee. The City makes no warranties nor promises that the Property is sufficient for the purposes of the Lessee.

7. Lessee acknowledges that the City does not control whether or not hazardous materials and/or uranium mill tailings exists on the Property. 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 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.

8. 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, agents and employees retain the right to be on the Property during emergencies and may inspect the Property at anytime.

9. In the event the leased premises shall be taken by right of eminent domain, then this Lease, at the option of either party, shall forthwith cease and terminate. Lessee agrees to waive his claim to any compensation received by the City as a result of eminent domain proceedings.

10. Upon termination of this Lease, Lessee agrees to surrender and deliver up the premises and all keys peaceably to the City immediately upon termination.

11. 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 any default specified in the City's notice, this Lease shall terminate. Any notices sent pursuant to this agreement shall be delivered by United States certified mail, return receipt requested, and shall be considered served upon Lessee of the date of mailing indicated on the postal receipt. All notices shall be sent to Lessee at P.O. Box 204, Clifton, Colorado 81520. All notices to the City shall be sent to the City Property Agent, 250 North 5th Street, Grand Junction, Colorado 81501.

12. 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 prior written approval of the City. Further, Lessee shall install no structural improvements without the prior written consent of the City, which consent shall not be unreasonably withheld.

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

14. 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 \$15.00 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 \$15.00 is an appropriate liquidated damages amount.

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

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

THE CITY OF GRAND JUNCTION, COLORADO

BY:

City Manager

ATTEST:

City Clerk

LESSEE:

William Arthur Mertz