

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

December 19, 1990

The City Council of the City of Grand Junction, Colorado, convened in regular session the 19th day of December, 1990, at 7:30 p.m. in the City/County Auditorium at City Hall. Those present were R.T. Mantlo, Paul Nelson, Earl Payne, Conner Shepherd, Reford Theobold, and President of the Council William McCurry. Councilman John Bennett was absent. Also present were City Manager Mark Achen, City Attorney Dan Wilson, and City Clerk Neva Lockhart.

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

INVOCATION - Pastor Eldon Coffey

MINUTES

Upon motion by Councilman Mantlo, seconded by Councilman Nelson and carried, the minutes of the December 5, 1990, City Council meeting were approved as submitted.

PRESENTATION OF APPRECIATION PLAQUES TO THE GRAND JUNCTION, COLORADO, PARKING AUTHORITY MEMBERS

Appreciation plaques were presented to the following for the service on the Grand Junction, Colorado, Parking Authority:

Leland A. Schmidt, 1972 to 1989
Henry Faussonne, 1975 to 1989
Bruce Bengel, 1984 to 1989

APPOINTMENTS TO GRAND JUNCTION, COLORADO, VISITOR & CONVENTION BUREAU

Upon motion by Councilman Nelson, seconded by Councilman Payne and carried, Frank W. Bering, Jr. and Thomas J. Ralser were reappointed to three-year terms on the Grand Junction, Colorado, Visitor & Convention Bureau.

DUMPING WASTE MATERIALS ON CITY PROPERTY WEST OF CITY MARKET ON FIRST STREET

Mr. Richard Rice, 439 Lorey Drive, discussed the City's dumping of waste material on city property located west of City Market on First Street, and suggested the designation of this property as park land.

CHANGE ORDER NO. 2 TO 24TH STREET RECONSTRUCTION, GUNNISON AVENUE TO BELFORD AVENUE - M.A. CONCRETE CONSTRUCTION, INC. - \$15,887.93

Upon motion by Councilman Theobold, seconded by Councilman Mantlo

and carried, Change Order No. 2 to 24th Street Reconstruction, Gunnison Avenue to Belford Avenue, M.A. Concrete Construction, Inc., in the amount of \$15,887.93 was approved.

HEARING #18-90 - PROPOSED ORDINANCE - ZONING AND DEVELOPMENT CODE AMENDMENT, 1990

A hearing was held after proper notice on the petition by the City of Grand Junction to amend Section 5-11-3.A.4. the Use/Compatibility Matrix under "Land Use" be Removing Churches from the line that includes "Schools, Churches, Hospitals, Libraries" and adding "Churches" as a separate category with the following designations:

	Area of Influence	Critical Zone	Clear Zone
Churches	C	S	I

There were no opponents, letters or counterpetitions.

The following entitled proposed ordinance was presented and read: AMENDING SECTION 5-11-3.A.4 OF THE ZONING AND DEVELOPMENT CODE OF THE CITY OF GRAND JUNCTION. Upon motion by Councilman Theobold, seconded by Councilman Mantlo and carried, the proposed ordinance was passed for publication.

HEARING #47-90 - PROPOSED ORDINANCE - MICAELA'S VILLAGE - REZONE FROM RSF-8 TO PMH-8 AND PRELIMINARY PLAT AND PLAN LOCATED AT 2694 UNAWEEP AVENUE - PROPOSED ORDINANCE DESIGNATED ZONE TO BE PLANNED RESIDENTIAL (PR-4)

A hearing was held after proper notice on the petition by Wilson and Betty Dills to rezone from Residential Single-Family (RSF-8) to Planned Mobile Home (PMH-8) and a Preliminary Plat and Plan on approximately 9 acres located on the north side of UnawEEP Avenue and west of 27 Road at 2694 UnawEEP Avenue.

Councilman Payne stated that he owned property within 3 to 4 blocks of this area and felt his participation could present a conflict of interest. Consensus of Council was that it would not present a conflict.

City Planner Dave Thornton presented the proposal. He stated that this item was recommended for denial by the Planning Commission.

Mr. Tom Logue, representing Wilson and Betty Dills, was present. He entered photos of the planned development into the record as exhibits, and reviewed the petition.

Most of the opposition to the proposed Micaela's Village was that it appeared to be mobile homes, and there was concern about property values of surrounding homes. Also expressed were concerns about improvements to Unawep Avenue, traffic, entrances and exits to the Village, and the impact on the school.

Those speaking in opposition and making general comments were:

Linda Pace, 1075 Unawep
Paul Clement, 1149 Santa Clara
Bert Swisher, 2679 Unawep
Candy Clark, 331 Acoma Court
Penny Wisher, 330 Mountain View Court
Greg Dolson, 1187 Olson Circle, President of the Homeowners Association in Lamplite Park
Cindy Dennison, 2858 C Road

Mr. Richard Rice, 439 Lorey Drive, suggested some area be left inside the development where a bench could be placed and the people living in the Village would have a place outside their homes to read or visit.

Mr. Wilson Dills, petitioner, spoke for the proposal.

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

During Council discussion, it appeared that the Zoning and Development Code had not been updated to include Minimum Dwelling Standards for Manufactured Housing. It was concluded that rather than zoning the property Planned Mobile Home-8 units per acre, it could be designated Planned Residential at 4.1 units per acre with certain stipulations. When the Final Plat is presented to the Planning Commission, those stipulations would be reflected.

Upon motion by Councilman Nelson, seconded by Councilman Theobold and carried, the concept of the preliminary plan was approved subject to the zone being designated Planned Residential at 4.1 units per acre and that the development meet minimum dwelling standards for manufactured housing including the following:

1. Homes must be permanently attached to visible foundation;
2. Identical units must be separated by at least two lot widths in all directions;
3. Minimum unit width shall be 24 feet and that the homes placed there meet Uniform Building Code (UBC) Standards;
4. Must have a standard roof pitch called a look alike. Minimum 1 foot vertical per 4 foot horizontal;
5. Must have asphalt shingles or cedar shake roofs;

6. Must have wood or masonry exteriors;
7. Minimum living areas must be 900 square feet;
8. Front yard landscaping shall be installed within 90 days of occupancy of each unit;
9. No fencing other than development perimeter fencing is permitted;
10. Each unit will have a minimum of two (2) off-street parking spaces.
11. Streets to be a minimum of 32 feet in width;
12. Curbs are to be 45 degrees radii;
13. Petitioner shall provide a sidewalk along the property as it fronts Unaweep, and they can provide specific detail on that at the final plat stage;
14. Fences, entrance signs, and other improvements that will be made to this subdivision shall be constructed in a timely manner as the project is being worked on and not left to the end of the construction phase. The petitioner's representative and Planning Staff can work out an agreeable schedule that Council can review at a later time;

and the proposed ordinance as outlined was passed for publication.

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

PROPOSED ORDINANCE - AUTHORIZING THE ISSUANCE OF THE CITY OF GRAND JUNCTION, COLORADO, SALES AND USE TAX IMPROVEMENT REVENUE BONDS, SERIES 1991, IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$4,500,000, FOR THE PURPOSE OF FINANCING CERTAIN CAPITAL IMPROVEMENTS; PRESCRIBING THE FORM OF SAID BONDS; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS FROM A PORTION OF THE REVENUES OF THE SALES AND USE TAX IMPOSED BY THE CITY; AND PROVIDING OTHER COVENANTS AND DETAILS IN CONNECTION THEREWITH

The following entitled proposed ordinance was presented and read: AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF GRAND JUNCTION, COLORADO, SALES AND USE TAX IMPROVEMENT REVENUE BONDS, SERIES 1991, IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$4,500,000, FOR THE PURPOSE OF FINANCING CERTAIN CAPITAL IMPROVEMENTS; PRESCRIBING THE FORM OF SAID BONDS; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS FROM A PORTION OF THE REVENUES OF THE SALES AND USE TAX IMPOSED BY THE CITY; AND PROVIDING OTHER COVENANTS AND DETAILS IN CONNECTION THEREWITH.

City Attorney Dan Wilson explained that this process has begun as a first reading tonight, if approved. City Staff would then talk to both bond counsel, disclosure counsel and underwriters, and by second reading the City would have all of the final details. This would authorize the Finance Director to go ahead with negotiations and come back on January 16, 1991, for second reading of the ordinance. Administrative Services Director Ron Lappi stated that if final passage takes place on the 16th of January, the completion date for closing the bond purchase and delivery of the bonds and proceeds would be approximately February 18, 1991. A bond insurer needs to be designated.

Potential Purchase of Valley Federal Building - Resolution No. 92-90 Ratifying the City Manager to Execute the Contract to Purchase Lands and Structures and to Perform All Acts Reasonably Required to Complete the Purchase of the Property Identified in the Contract and Authorizing the City Manager to Expend up to \$20,000 from the Contingency Funds for a Structural Engineering Review and an Environmental Review

City Manager Mark Achen explained that the City Attorney has documents of an offer to RTC for the purchase of Valley Federal who has in turn accepted the City's offer. The City's offer was contingent upon City Council approval, which is to be discussed this evening. The City Attorney stated that one dispute that is not in the contract documents, but if and when Council approves the City Manager's signature accepting the Contract, he would like it added at that time. It deals with some minor items for some personal property. He continued that when he was negotiating the Contract language, the RTC person with whom he negotiated, is in RTC's Real Estate Division, and they have a separate division that deals with personal property. Due to that division, the City was unable to finalize some personal property issues, which, if the City buys Valley Federal, he is recommending that Council authorize the City Attorney to acquire and negotiate for up to \$5,000 worth of personal property which would include some items that are unique to the building, such as the front kiosk, and a front reception desk, and a board room, conference table that is already there and in the room, and some sundry chairs. It is not in the written document so he asked that it be included in tonight's motion if Council decides to proceed.

If Council votes to do this, it is directing Staff to hire a structural engineer, and an environmental audit, and in the next 30 days Staff will review to see if the building is sound, to see if there are hazardous materials on site, and to be certain that the title is good and marketable. The leases will be reviewed making certain there are no problems. If there are no problems with any of those areas, a vote tonight would obligate the City to purchase the Valley Federal building. Only if there is a defect would the City have an out regarding the purchase.

Mr. Bill Fiegel, 1425 Orchard Avenue, questioned why the private sector has not jumped at the opportunity to purchase the 17 year

old Valley Federal building. He questioned the leasing rates anticipated by the City. City Manager Mark Achen projected a 6% increase in rents over a decade. The current rents now range from \$8 to \$14 per square foot. The space that would not be occupied by City offices is 90% occupied at present. The City will occupy 23,000 square feet out of 71,000 available space (approximately 32%). The remaining 68% would be available for rent to the public. The square footage that the City would occupy is only nominally rented at present. Most of that area is not rented. RTC occupies a portion of it. Most of the area that the City wishes to inhabit is currently empty.

Councilman Shepherd stated that one reason the private investors were not interested in the building beforehand was that they could not see a logical occupant of that massive area (the 23,000 square feet) that the City would occupy. One of the prohibitions is that no banking facility can occupy the building anymore (distance from other banks). Now that the City has shown interest in the building, there have been a number of people interested in purchasing the building contingent upon the City occupying a portion of the building. So there is quite a bit of private interest in the purchase of the building.

Mr. Fiegel stated that with the possibility of war in the very near future he felt people are turning more and more conservative, making only very necessary expenditures, and deferring major purchases which spin off revenues and tax money. Once Valley Federal is purchased, the City is looking at obligating the taxpayers through a bond issue. Councilman Shepherd explained that based on the prevailing interest rates for bonding today the ability to bond and stretch out the payments in the long run actually saves the City money. Councilman Nelson stated that Council is conscious of the fact that it is intruding into the private sector, and it does not want to do that anymore than is necessary. He stated that there are people who would like to buy the remainder of the building after the City has what it needs. Council will be very happy to talk to them because it will remove the City from the private sector. Unfortunately, the City is required to purchase the entire building to get the portion that it want. What the City does with the building after it is purchased is another matter. He wanted the public to know that he thinks the public will look back on this and feel that City Council has acted wisely if the purchase is approved tonight.

Mr. Fiegel questioned if these prospective lessees are in the near future, or are they long term speculation. City Manager Achen stated at this time it is entirely potential. There are no real offers on the table. There are some complex legal issues when you have multiple ownership in a building. City Attorney Wilson explained that by the time the City got to closing, it might have a concept, although not the details, of a sale with some third party. That would be the best that could happen.

Mr. John Moore, 337 25-3/4 Road, a tenant in the Valley Federal

Plaza building, questioned if the City authorizes a \$20,000 expenditure will the City recover that expense if there is a serious defect with the property. City Attorney Wilson assured him that RTC in the end agreed that if the City does not close because of an environmental defect or a structural defect, then they will reimburse the reasonable costs of the structural and environmental inspections. Mr. Moore asked if the City has considered the cost of liability insurance associated with the ownership of the building. City Manager Achen responded that a recent analysis of the City's insurance was done and the City pays a substantial amount of liability coverage. The additional coverage is more associated with the building specifically as opposed to liability for the normal things that we think of as a liability as opposed to say constructural problems caused by bad wiring, those kinds of things, which will require some additional insurance. City Property Agent Tim Woodmansee stated that the City's premium would increase by \$2800 per year. City Attorney Wilson stated that it would cover any risk.

Tim Baughman, 2975 F Road, stated that he is worried about the direction the present City leadership seems to be taking us. It seems like the leadership has no sense of fiscal responsibility. Just a couple of years ago the citizens were asked to retain the 3/4 percent City Sales Tax. The citizens were assured that if the City did not retain the sales tax, City government would cease to function. Since that time the City has purchased Watkins Island and the Frank Dunn property, the Somerville Ranch on Kannah Creek on Grand Mesa, the Jarvis property for \$2.2 million which is an incredible \$40,000 per acre, and the La Court Hotel property for approximately \$600,000. Now the City suggests spending an extra \$1.8 million for the Valley Federal building. According to the Daily Sentinel December 16, 1990, "City revenues have increased approximately three fold over the past ten years. Full time City employees have decreased approximately 10% during the same time frame." Thus, you have been left with excess millions to dabble in real estate. Speaking for himself, his family and friends, Mr. Baughman said they are having a tough time surviving let alone getting ahead. Most people live from pay check to pay check. Excessive taxation and government intervention continues to suppress us. He submitted for Council's consideration the option of decreasing the City of Grand Junction's lust for more property, run the City government on a budget which can be afforded now, and not mortgage our future. Finally, he said, when existing debts are paid, get rid of the extra 3/4 percent sales tax they have been saddled with. The City should not be in the rental business - that's a function of the private sector, not government. The City would be much better off to put money in the present location of City Hall, when space requirements dictate that option. The City should not undertake additional debt at the present time. The City acquiring the Valley Federal Plaza building is a lot like owning a motel room versus owning a house. Even if you would rent the upstairs or sell the upstairs of that building, there would be traffic through the building and it wouldn't be a solvent entity like the present City Hall is now.

John Crouch, 202 Easter Hill Drive, and Terry Hammer, 203 Epps Drive, suggested that the purchase of Valley Federal building be placed on the April, 1991, election ballot, and let the citizenry decide whether to purchase or not.

Mr. Richard Rice, 439 Lorey Drive, stated that he did not feel the Valley Federal Plaza will meet the needs of City government. The City needs the expertise of a good architect to look at the prospects of the building.

Mr. Ken Baughman, 2145 Olympic Court, was concerned about the City competing with the private sector in leasing office space and moreover he was concerned with the indebtedness to try to purchase the property. He felt that the City should be on a prudent fiscal policy, spending only as the City can afford to. He discouraged borrowing in the future to get what we think we want today. He reminded Council that Amendment #1 was defeated by approximately 60% of the Mesa County registered voters trying to get across the message that all levels of government are over-taxing the public and over-spending. He felt that we all need to tighten our belts. No matter how good this deal looks, if we can't afford it, we can't afford it.

John R. Ellis, 1920 N. 7th Street, asked what the City is going to do with the \$1.6 million cash, what it is going to do with the \$4.5 million bond issue. Does that mean that Council is not going to try to reduce the sale tax? City Manager Achen responded by stating that the City's ten-year financial plan assumes the 3/4 percent sales tax will be in existence for the full ten years. If you extended that plan out it would require the 3/4 percent sales tax into the future unless some substantial changes were made in the way the City does business. The \$4.5 million bond issue is set up for ten years. Mr. Ellis asked if the City is going to renege on its promise to the people. Councilman Nelson responded that there was no promise that the 3/4 percent sales tax would be temporary.

The following Resolution No. 92-90 ratifying the City Manager to execute the Contract to Purchase Valley Federal building was presented and read: (See next page.).

Upon motion by Councilman Mantlo, seconded by Councilman Nelson and carried by roll call vote with Councilmembers SHEPHERD and THEOBOLD voting NO, the Resolution was passed and adopted as read and authorized the City Attorney to use \$5,000 for negotiation of certain personal property at his discretion.

Upon motion by Councilman Payne, seconded by Councilman Nelson and carried with councilmembers SHEPHERD and THEOBOLD voting NO, the proposed ordinance was passed for publication.

PROPOSED ORDINANCE - PROVIDING FOR AN ALTERNATIVE SALES AND USE TAX CALCULATION TO APPLY TO THE SALE OR USE OF CONSTRUCTION

EQUIPMENT AND VEHICLES

The following entitled proposed ordinance was presented and read: AN ORDINANCE WHICH PROVIDES FOR AN ALTERNATIVE SALES AND USE TAX CALCULATION TO APPLY TO THE SALE OR USE OF CONSTRUCTION EQUIPMENT AND VEHICLES. Upon motion by Councilman Shepherd, seconded by Councilman Mantlo 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 to the City Council prior to the meeting.

RESOLUTION 92-90

RATIFYING THE EXECUTION OF A CONTRACT TO PURCHASE THE VALLEY FEDERAL BUILDING, 225 NORTH FIFTH STREET, GRAND JUNCTION, COLORADO

WHEREAS, the existing City Hall will not allow for continued expansion without extensive and expensive construction and remodeling.

WHEREAS, the purchase of the Valley Federal Building for a price of \$1,776,501 provides a unique opportunity for the City to acquire sufficient space for many years for City Hall purposes.

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

1. The Council deems it to be in the best interests of the City to purchase the property known as the Valley Federal Building.
2. The City Manager is directed to take such steps and to execute such documents as may be reasonably necessary to purchase the Valley Federal Building which has a street address of 225 North 5th Street, Grand Junction, Colorado 81501.
3. Council recognizes, pursuant to prior Council direction, that the City Manager has previously executed an offer to purchase the Valley Federal complex. The Council is informed that the Resolution Trust Corporation has also executed that agreement. The Council hereby ratifies the City Manager's signature on said agreement and by the adoption of this resolution, acknowledges the City Council's intent to enter into such contract to purchase the Valley Federal complex and to bind the City and the Resolution Trust Corporation to consummate the transaction. The City Manager is authorized to expend up to \$20,000 for engineering and environmental review of the complex, plus not more than a total of \$1,790,000 which includes \$1,776,501 pursuant to the contract to acquire the Valley Federal Complex.

READ, PASSED, and ADOPTED this 19th day of December, 1990.

William E. McCurry

President of the Council

ATTEST:

Neva B. Lockhart, CMC

City Clerk

ORDINANCE NO. 2498 - APPROPRIATIONS FOR 1991

Upon motion by Councilman Theobold, seconded by Councilman Mantlo and carried, the following entitled proposed ordinance was called up for final passage and read by title only: AN ORDINANCE APPROPRIATING CERTAIN SUMS OF MONEY TO DEFRAY THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF GRAND JUNCTION, COLORADO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 1991, AND ENDING DECEMBER 31, 1991.

There were no comments. Upon motion by Councilman Theobold, seconded by Councilman Payne and carried by roll call vote, the Ordinance was passed, adopted, numbered 2498, and ordered published.

ORDINANCE NO. 2499 - ZONING AND DEVELOPMENT CODE AMENDMENT TO SECTION 2-2-2(G), CHAPTER 32, TO INCLUDE A \$50 FEET FOR RESUBDIVISION AND ADJUSTMENTS TO PROPERTY LINES APPLICATIONS

Upon motion by Councilman Theobold, seconded by Councilman Mantlo and carried, the following entitled proposed ordinance was called up for final passage and read by title only: ZONING AND DEVELOPMENT CODE AMENDMENT TO SECTION 2-2-(G), CHAPTER 32, TO INCLUDE A \$50 FEE FOR RESUBDIVISION AND ADJUSTMENTS TO PROPERTY LINES APPLICATIONS.

There were no comments. Upon motion by Councilman Theobold, seconded by Councilman Nelson and carried by roll call vote, the Ordinance was passed, adopted, numbered 2499, and ordered published.

RESOLUTION NO. 89-90 ADOPTING THE 1991 BUDGET (INCLUDING SALARY SCHEDULE AND POSITION CLASSIFICATIONS)

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.

ANNEXATION MAP AND PLAN, 1990

City Planner Karl Metzner described the outer boundaries of the Annexation Map and Plan for 1990 as A to I Roads, 19 to 33 Roads.

Upon motion by Councilman Theobold, seconded by Councilman Mantlo and carried, the Annexation Map and Plan for 1990 was approved.

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

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.

RESOLUTION NO. 90-90 - ONE-YEAR LEASE OF CITY PROPERTY AT 1140 SOUTH 5TH STREET (OLD U.S. WELDING BUILDING) TO MERICANA CORPORATION - \$310 PER MONTH

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

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

I.D. ST-90 ALLEY IMPROVEMENTS - ENGINEER'S STATEMENT OF COMPLETION - RESOLUTION NO. 91-90 GIVING NOTICE OF HEARING ON ASSESSMENTS (HEARING DATE: FEBRUARY 6, 1991)

Councilman Nelson abstained from discussion on this item because of a conflict of interest.

The Engineer's Statement of Completion on I.D. ST-90 Alley Improvements was presented. 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 with Councilman NELSON ABSTAINING, the Resolution was passed and adopted as read.

FIRE STATION NO. 2 RELOCATION

City Manager Achen stated that the recommended location for the Relocation of Fire Station No. 2 is 500 feet north of Patterson Road at 28-1/4 Road as the number one choice of property. The second choice of property is 28 Road at Sunnyside Court. John Miller, 2675 Springside Court and Nate Gieseeman, 333-1/2 Epps Drive, members of the Site Relocation Committee for Fire Station No. 2, along with the City Fire Chief Mike Thompson, recommended the relocation of Fire Station No. 2 be 500 feet north of Patterson Road at 28-1/4 Road. Upon motion by Councilman Payne, seconded by Councilman Shepherd and carried, the City Council accepted the recommendation of the Site Selection Committee and

the new location of Fire Station No. 2, 500 feet north of Patterson Road at 28-1/4 Road was approved.

MESA COUNTY FAUS REQUEST - REFERRED TO STAFF

PROCLAMATION DECLARING THURSDAY, DECEMBER 20, 1990, "MARK ACHEN DAY" IN THE CITY OF GRAND JUNCTION

ADJOURNMENT

The President adjourned the meeting.

Neva B. Lockhart

Neva B. Lockhart, CMC
City Clerk

RESOLUTION NO. 89-90

A RESOLUTION ADOPTING A BUDGET (INCLUDING SALARY SCHEDULE AND POSITION CLASSIFICATIONS) FOR THE PURPOSE OF DEFRAYING THE EXPENSES AND LIABILITIES FOR THE FISCAL YEAR ENDING DECEMBER 31, 1991.

WHEREAS, in accordance with the provisions of Article VI, Section 50 of the Charter of the City of Grand Junction, the City Manager of said City has submitted to the City Council, a budget estimate of the revenues and expenses of conducting the affairs thereof for the fiscal year ending December 31, 1991; and

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

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

That the budget estimate of the revenues and expenses of conducting the affairs of said City for the fiscal year ending December 31, 1991, as submitted by the City Manager, be and the same is hereby adopted and approved as the budget for defraying the expenses of and liabilities against the City of Grand Junction, Colorado for the fiscal year ending December 31, 1991.

ADOPTED AND APPROVED THIS 19th DAY OF DECEMBER, 1990.

APPROVED:

William E. McCurry

President of the Council

ATTEST:

Neva B. Lockhart, CMC

City Clerk

CITY OF GRAND JUNCTION

1991 CLASSIFICATION & COMPENSATION SCHEDULE

		BUDGETED POSITIONS	CLASSIFICATION	RANGE	ENTRY	INTER I	INTER II	INTER III	PROFICIENT
90	90R	91							
2	2	2	Convention Center Worker	5	\$1,266				\$1,455
2	1	1	Administrative Clerk I	6	\$1,297				\$1,492
2	2	0	Meter Reader	9	\$1,397				\$1,607
1	1	1	Parking Control Officer	9	\$1,397				\$1,607
2	2	2	Administrative Clerk II	10	\$1,432				\$1,647
11	12	12	Acco	14	\$1,5				\$1,8

			unting Clerk		81				18
7	7	8	Administrative Secretary	14	\$1,581				\$1,818
8	8	8	Police Records Technician	14	\$1,581				\$1,818
1	1	1	Stores Clerk	14	\$1,581				\$1,818
2	2	2	Cemetery Groundskeeper	15	\$1,620				\$1,863
12	12	12	Public Safety Telecommunicator	16	\$1,572	\$1,660			\$1,910
1	0	0	Wastewater Treatment Plant Operator I	16	\$1,661				\$1,910

2	2	2	Computer Operator	18	\$1,745				\$2,006
1	1	1	Deputy City Clerk	18	\$1,745				\$2,006
1	1	1	Print Shop Operator	18	\$1,745	\$1,824			\$2,006
7	7	6	Senior Administrative Secretary	18	\$1,745				\$2,006
1	1	1	Cemetery Maintenance Worker	19	\$1,788				\$2,056
1	1	1	Golf Course Maintenance Worker	19	\$1,788				\$2,056
1	1	1	Parking Meter Service Technician	19	\$1,788				\$2,056

4	4	4	Park s Main tena nce Work er	19	\$1,7 88				\$2,0 56
19	18	21	Publ ic Work s Main tena nce Work er	19	\$1,7 88				\$2,0 56
10	10	10	Sani tati on Equi pmen t Oper ator	19	\$1,7 88				\$2,0 56
1	1	1	Evid ence Cust odia n	20	\$1,8 33				\$2,1 08
0	0	1	PC Main tena nce Tech nici an	20	\$1,8 33				\$2,1 08
4	4	4	Fore stry Main tena nce Work er	21	\$1,8 79				\$2,1 61
1	1	1	Seni or Mete r Read	21	\$1,8 79				\$2,1 61

			er						
3	3	3	Senior Sanitation Equipment Operator	21	\$1,879				\$2,161
2	2	2	Stationary Equipment Operator	21	\$1,879				\$2,161
2	2	2	Street Sweeper Operator	21	\$1,879				\$2,161
0	1	1	Utility Locator	21	\$1,879				\$2,161
3	3	3	Communications Shift Supervisor	22	\$2,013				\$2,215
1	1	1	Executive Secretary	22	\$1,926				\$2,215
0	0	0	Planning Tech	22	\$1,926				\$2,215

			nici an I						
1	1	0	Seni or Comp uter Oper ator	22	\$2,0 13				\$2,2 15
5	5	5	Mech anic II	23	\$1,9 74				\$2,2 70
2	2	2	Park s Equi pmen t Mech anic	23	\$1,9 74				\$2,2 70
4	5	5	Plan t Mech anic	23	\$1,9 74				\$2,2 70
3	3	3	Seni or Golf Cour se Main tena nce Work er	23	\$1,9 74				\$2,2 70
5	5	5	Seni or Park s Main tena nce Work er	23	\$1,9 74				\$2,2 70
20	20	20	Seni or Publ ic Work s	23	\$1,9 74				\$2,2 70

			Main tena nce Work er						
1	1	1	Budg et Aide	24	\$2,0 23				\$2,3 27
0	0	1	Code Enfo rcem ent Offi cer	24	\$2,0 23				\$2,3 27
2	2	2	Engi neer ing Tech nici an	24	\$2,0 23				\$2,3 27
0	0	1	Eng. Tech /Rea lty Spec iali st	24	\$2,0 23				\$2,3 27
0	1	1	Grou p Sale s Mana ger, VCB	24	\$2,0 23				\$2,3 27
1	1	1	Plan ning Tech nici an II	24	\$2,0 23				\$2,3 27
1	1	1	Poli ce Crim e Lab Tech nici	24	\$2,0 23				\$2,3 27

			an						
1	1	1	Police Technician	24	\$2,023				\$2,327
1	1	1	Wastewater Treatment Plant Operator III	24	\$2,023				\$2,327
20	18	20	Firefighter	25	\$1,908	\$2,003	\$2,122		\$2,385
					EMT-B	\$22.35			
1	1	1	Cemetery Maintenance Crew Chief	27	\$2,179				\$2,506
1	1	1	Chef	27	\$2,179				\$2,506
1	1	1	Golf Course Maintenance Crew Chief	27	\$2,179				\$2,506
1	1	1	Senior Mech	27	\$2,179				\$2,506

			anic						
2	2	2	Quality Control Laboratory Analyst	28	\$2,233				\$2,568
1	1	1	Senior Engineering Technician	28	\$2,233				\$2,568
1	1	1	Survey Technician	28	\$2,233				\$2,568
6	6	6	Wastewater Treatment Plant Operator IV	28	\$2,233				\$2,568
4	4	4	Water Treatment Plant Operator IV	28	\$2,233				\$2,568
12	12	12	Fire Engineer	29	\$2,393	\$2,573			\$2,632

5	5	5	Fire figh ter/ Para medi c	29	\$2,1 06	\$2,2 40	\$2,3 71		\$2,6 32
44	44	46	Poli ce Offi cer	29	\$2,1 70	\$2,2 79	\$2,3 93		\$2,6 32
1	1	1	Acco unta nt	29	\$2,2 89				\$2,6 32
1	1	1	Admi nist rati ve Anal yst	30	\$2,3 46				\$2,6 98
2	2	2	Cons truc tion Insp ecto r	30	\$2,3 46				\$2,6 98
1	1	1	Indu stri al Pre- Trea tmen t Coor dina tor	30	\$2,3 46				\$2,6 98
1	1	1	Netw ork Syst ems Admi nist rator	30	\$2,3 46				\$2,6 98
1	1	1	Pers onne l Anal	30	\$2,3 46				\$2,6 98

			yst						
1	1	1	Plan ner I	30	\$2,3 46				\$2,6 98
2	2	2	Prog ramm er Anal yst	30	\$2,3 46				\$2,6 98
0	0	1	PC Prog ramm er Spec iali st	30	\$2,3 46				\$2,6 98
0	0	1	Ass' t Two Rive rs Conv . Ctr Mana ger	31	\$2,4 05				\$2,7 66
0	2	2	Fire Prev enti on Offi cer	31	\$2,4 05				\$2,7 66
2	2	2	Park s Main tena nce Supe rvis or	31	\$2,4 05				\$2,7 66
1	1	1	Poli ce Reco rds Admi nist rato	31	\$2,4 05				\$2,7 66

			r						
5	5	5	Public Works Main- tenance Super- visor	31	\$2,4 05				\$2,7 66
1	1	1	Sr. Buyer	31	\$2,4 05				\$2,7 66
1	1	1	Water Supply Super- visor	31	\$2,4 05				\$2,7 66
1	1	1	Crim- inal- ist	32	\$2,4 65				\$2,8 35
2	2	2	Qual- ity Cont- rol Labo- rato- ry Chem- ist	32	\$2,4 65				\$2,8 35
1	1	1	Seni- or Surv- ey Tech- nici- an	32	\$2,4 65				\$2,8 35
1	1	1	City Cler- k	33	\$2,5 27				\$2,9 06
1	1	0	Equi- pment	33	\$2,5 27				\$2,9 06

			Maintenance Supervisor						
12	12	12	Fire Unit Supervisor	33	\$2,767	\$2,813	\$2,859		\$2,906
1	1	1	Senior Accountant	33	\$2,642				\$2,906
1	1	1	Wastewater Maintenance Supervisor	33	\$2,527				\$2,906
1	2	2	Planner II	34	\$2,590				\$2,978
1	1	1	Property Agent	34	\$2,590				\$2,978
1	1	1	Senior Construction Inspector	34	\$2,590				\$2,978
1	1	0	Senior Programmer Analyst	34	\$2,708				\$2,978

1	1	1	Traffic Engineer	34	\$2,590				\$2,978
1	1	1	Collections Supervisor	37	\$2,789				\$3,207
1	1	1	Communications Center Manager	37	\$2,789				\$3,207
1	1	1	Convention Center Manager	37	\$2,789				\$3,207
1	1	1	Fire Unit Supervisor/Paramedic	37	\$3,055	\$3,104	\$3,154		\$3,207
0	0	1	Fleet Manager	37	\$2,789				\$3,207
1	1	1	Golf Course Superintendent	37	\$2,789				\$3,207
10	10	10	Police Sergeant	37	\$3,055				\$3,207

3	3	3	Public Works Superintendent	37	\$2,789				\$3,207
1	1	1	Purchasing Agent	37	\$2,789				\$3,207
1	1	1	Quality Control Laboratory Supt.	37	\$2,789				\$3,207
2	2	2	Recreation Superintendent	37	\$2,789				\$3,207
1	1	1	Risk Manager	37	\$2,789				\$3,207
1	1	1	Volunteer Coordinator	37	\$2,789				\$3,207
1	1	1	Water Treatment Plant Superintendent	37	\$2,789				\$3,207

			nt						
1	1	1	Assi stan t City Atto rney	38	\$2,8 59				\$3,2 88
0	0	1	Deve lop ment Engi neer	38	\$2,8 59				\$3,2 88
2	2	2	Proj ect Engi neer	38	\$2,8 59				\$3,2 88
1	1	1	Wast ewat er Serv ices Supe rint ende nt	39	\$2,9 30				\$3,3 70
7	7	7	Admi nist rati ve Fire Offi cer	41	\$3,3 72				\$3,5 40
6	6	6	Poli ce Lieu tena nt	41	\$3,3 72				\$3,5 40
1	1	1	Util ity Engi neer	42	\$3,1 56				\$3,6 29
1	1	1	Comp trol ler	43	\$3,2 34				\$3,7 20
1	1	1	Info rmat	43	\$3,2				\$3,7 20

			ion Services Manager		34				
1	1	1	Park Manager	43	\$3,2 34				\$3,7 20
1	1	1	Publ ic Work s Oper atio ns Mana ger	43	\$3,2 34				\$3,7 20
1	0	0	City Plan ner	45	\$3,3 98				\$3,9 08
1	1	1	Pers onne l Mana ger	46	\$3,4 83				\$4,0 06
1	1	1	City Engi neer	47	\$3,5 70				\$4,1 06
2	2	2	Poli ce Capt ain	47	\$3,9 10				\$4,1 06
1	1	1	Util ity Mana ger	47	\$3,5 70				\$4,1 06
1	1	1	Visi tors and Conv enti on Bure au Dire	N/C					\$3,4 20

			ctor						
1	1	1	Asst. to the City Mgr.	N/C					\$3,667
1	1	1	Administrative Services Director	N/C					\$4,425
0	1	1	Community Development Director	N/C					\$4,417
1	1	1	Parks and Recreation Director	N/C					\$4,425
1	1	1	Fire Chief	N/C					\$4,646
1	1	1	City Attorney	N/C					\$4,975
1	1	1	Police Chief	N/C					\$4,709
1	1	1	Public Works and Util	N/C					\$4,917

			ities Director						
1	1	1	City Manager	N/C					\$5,959
368	370	379							

RESOLUTION 80-90

REVOCATION OF THE REVOCABLE PERMIT ISSUED TO FIRST NATIONAL BANK FOR CONSTRUCTION & MAINTENANCE OF A TUNNEL IN BLOCK 103

WHEREAS, in 1959 the First National Bank of Grand Junction applied for and received a revocable permit for a tunnel in the north alley between 4th and 5th Streets, and

WHEREAS, the revocable permit was issued with the provision that it may be revoked by the City Council at its pleasure at any time, and

WHEREAS, the tunnel is no longer in use, and

WHEREAS, the tunnel may eventually collapse, causing damage to the alley,

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

The City Council hereby revokes the permit issued to First National Bank recorded in Book 854 Page 220 of the County recorder's records.

PASSED AND ADOPTED this 19th day of December, 1990.

William E. McCurry

President of the Council

ATTEST:

Neva B. Lockhart, CMC

City Clerk

RESOLUTION NO. 90-90

AUTHORIZING A LEASE OF THE CITY PROPERTY AT 1140 SOUTH 5TH STREET TO MERICANA CORPORATION

WHEREAS, the City of Grand Junction is owner of the real property described as Lot 2 of Block 2, South Fifth Street Subdivision, also known as 1140 South 5th Street; and

WHEREAS, Mericana Corporation, a Colorado corporation, has requested a one-year lease of said property.

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 Mericana Corporation for the lease of said property for a term of one year, commencing on January 1, 1991 and terminating on December 31, 1991, and for a rental fee of \$310.00 per month, subject to the several other terms and conditions of the attached Lease Agreement.

PASSED and ADOPTED this 19th day of December, 1990.

William E. McCurry

President of City Council

Attest:

Neva B. Lockhart, CMC

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 the Mericana Corporation, a Colorado corporation, hereinafter referred to as "Lessee", whose address for the purpose of this Lease is 1140 South 5th Street, 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:

Lot 2 of Block 2, South 5th Street Subdivision, also known as 1140 South 5th Street 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 one year, commencing on January 1, 1991 and terminating on December 31, 1991.

2. Lessee agrees to pay City as rental for the Property the amount of \$310.00 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. Maintain and keep the building and all improvements and fixtures upon the Property, including but not limited to sewer connections, roofing, plumbing, heating and ventilation systems, wiring and glass, in good repair, all at Lessee's expense, and at the expiration of this Lease, surrender the Property and improvements thereon to City in as good a condition as when Lessee entered the Property, reasonable use and wear excepted.

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

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

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 1140 South 5th Street, 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 of 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:

City Manager Date

ATTEST:

City Clerk Date

MERICANA CORPORATION, a Colorado Corporation

Daniel L. Roberts,
President

ATTEST:

RESOLUTION NO. 91-90

WHEREAS, the City Council of the City of Grand Junction, Colorado, has reported the completion of Alley Improvement District No. ST-90; and

WHEREAS, the City Council has caused to be prepared a statement showing the assessable cost of the improvements of Alley Improvement District No. ST-90, and apportioning the same upon each lot or tract of land to be assessed for the same.

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

1. That the improvements connected therewith in said District be, and the same are hereby, approved and accepted; that said statement be, and the same is hereby, approved and accepted as the statement of the assessable cost of the improvements of said Alley Improvement District No. ST-90;

2. That the same be apportioned on each lot or tract of land to be assessed for the same;

3. That the City Clerk shall immediately advertise for three (3) days in the Daily Sentinel, a newspaper of general circulation published in said City, a Notice to the owners of the real estate to be assessed, and all persons interested generally without naming such owner or owners, which Notice shall be in

substantially the form set forth in the attached "NOTICE", that said improvements have been completed and accepted, specifying the assessable cost of the improvements and the share so apportioned to each lot or tract of land; that any complaints or objections that may be made in writing by such owners or persons shall be made to the Council and filed with the City Clerk within thirty (30) days from the first publication of said Notice; that any objections may be heard and determined by the City Council at its first regular meeting after said thirty (30) days and before the passage of the ordinance assessing the cost of the improvements, all being in accordance with the terms and provisions of Chapter 18 of the Code of Ordinances of the City of Grand Junction, Colorado, being Ordinance No. 178, as amended.

NOTICE

NOTICE IS HEREBY GIVEN to the owners of the real estate hereinafter described, said real estate comprising the district of lands known as Improvement District No. ST-90 and to all persons interested therein as follows:

That the improvements in and for said District, which are authorized by and in accordance with the terms and provisions of a resolution passed and adopted on the 5th day of July, 1990, declaring the intention of the City Council of the City of Grand Junction, Colorado, to create a local alley improvement district to be known as Improvement District No. ST-90 with the terms and provisions of a resolution passed and adopted on the 5th day of July, 1990 creating and establishing said District, all being in accordance with the terms and provisions of Chapter 18 of the Code of Ordinances of the City of Grand Junction, Colorado, being Ordinance No. 178, as amended, have been completed and have been accepted by the City Council of the City of Grand Junction, Colorado;

That the whole cost of the improvements has been definitely ascertained and is in the sum of \$87,467.74, and the whole cost of the improvements to be assessed has been definitely ascertained and is in the sum of \$31,471.18, said amount including six percent (6%) for cost of collection and other incidentals; that the part apportioned to and upon each lot or tract of land within said District and assessable for said improvements is hereinafter set forth; that payment may be made to the Finance Director of the City of Grand Junction at any time within thirty (30) days after the final publication of the assessing ordinance assessing the real estate in said District for the cost of said improvements, and that the owner(s) so paying should be entitled to an allowance of six percent (6%) for cost of collection and other incidentals;

That any complaints or objections that may be made in writing by the said owner or owners of land within the said District and assessable for said improvements, or by any person interested, may be made to the City Council and filed in the office of the City Clerk of said City within thirty (30) days from the first

publication of this Notice will be heard and determined by the said City Council at its first regular meeting after said mentioned date and before the passage of any ordinance assessing the cost of said improvements against the real estate in said District, and against said owners respectively as by law provided;

That the sum of \$31,471.18 for improvements is to be apportioned against the real estate in said District and against the owners respectively as by law provided in the following proportions and amounts severally as follows, to wit:

ALLEY 4TH TO 5TH, OURAY TO CHIPETA:

TAX SCHEDULE NO.: 2945-142-33-001 LEGAL DESCRIPTION: LOTS 1 & 2,
BLOCK 59, CITY OF GRAND JUNCTION, COLORADO.
ASSESSMENT . . . \$318.00

TAX SCHEDULE NO.: 2945-142-33-002 LEGAL DESCRIPTION: LOTS 3 & 4,
BLOCK 59, CITY OF GRAND JUNCTION, COLORADO.
ASSESSMENT . . . \$318.00

TAX SCHEDULE NO.: 2945-142-33-003 LEGAL DESCRIPTION: LOTS 7 & 8,
BLOCK 59, CITY OF GRAND JUNCTION, COLORADO.
ASSESSMENT . . . \$318.00

TAX SCHEDULE NO.: 2945-142-33-004 LEGAL DESCRIPTION: LOTS 9 & 10,
BLOCK 59, CITY OF GRAND JUNCTION, COLORADO.
ASSESSMENT . . . \$318.00

TAX SCHEDULE NO.: 2945-142-33-008 LEGAL DESCRIPTION: LOT 6, BLOCK
59, CITY OF GRAND JUNCTION, COLORADO.
ASSESSMENT . . . \$159.00

TAX SCHEDULE NO.: 2945-142-33-009 LEGAL DESCRIPTION: LOT 5, BLOCK
59, CITY OF GRAND JUNCTION, COLORADO.
ASSESSMENT . . . \$159.00

TAX SCHEDULE NO.: 2945-142-33-010 LEGAL DESCRIPTION: BEGINNING AT
THE NE CORNER LOT 17, THENCE SOUTH 39.32 FEET, THENCE WEST 18
FEET, THENCE N 68 DEG. 03 MIN. W 14.87 FEET, THENCE WEST 31.35
FEET, THENCE NORTH 32.92 FEET, THENCE EAST 62.75 FEET TO
BEGINNING, BLOCK 59, CITY OF GRAND JUNCTION, COLORADO.
ASSESSMENT . . . \$397.50

TAX SCHEDULE NO.: 2945-142-33-012 LEGAL DESCRIPTION: THE WEST HALF
OF LOT 19 AND ALL OF LOTS 20 AND 21, BLOCK 59, CITY OF GRAND
JUNCTION, COLORADO.
ASSESSMENT . . . \$397.50

TAX SCHEDULE NO.: 2945-142-33-013 LEGAL DESCRIPTION: LOTS 24 AND
25, BLOCK 59, CITY OF GRAND JUNCTION, COLORADO.
ASSESSMENT . . . \$318.00

TAX SCHEDULE NO.: 2945-142-33-014 LEGAL DESCRIPTION: LOTS 22 AND

23, BLOCK 59, CITY OF GRAND JUNCTION, COLORADO.
ASSESSMENT . . . \$318.00

TAX SCHEDULE NO.: 2945-142-33-015 LEGAL DESCRIPTION: LOTS 26 & 27,
BLOCK 59, CITY OF GRAND JUNCTION, COLORADO.
ASSESSMENT . . . \$318.00

TAX SCHEDULE NO.: 2945-142-33-016 LEGAL DESCRIPTION: LOTS 28, 29
AND THE EAST HALF OF LOT 30, BLOCK 59, CITY OF GRAND JUNCTION,
COLORADO.
ASSESSMENT . . . \$397.50

TAX SCHEDULE NO.: 2945-142-33-017 LEGAL DESCRIPTION: WEST HALF LOT
30 AND ALL LOTS 31 AND 32, BLOCK 59, CITY OF GRAND JUNCTION,
COLORADO.
ASSESSMENT . . . \$397.50

TAX SCHEDULE NO.: 2945-142-33-018 LEGAL DESCRIPTION: LOTS 11
THROUGH 16, INCLUSIVE, BLOCK 59, CITY OF GRAND JUNCTION, COLORADO.
ASSESSMENT . . . \$954.00

"T" ALLEY 6TH TO 7TH, GRAND TO OURAY

TAX SCHEDULE NO.: 2945-141-37-001 LEGAL DESCRIPTION: LOTS 11 AND
12 AND THE NORTH HALF OF LOT 13, BLOCK 72, CITY OF GRAND JUNCTION,
COLORADO.
ASSESSMENT . . . \$397.50

TAX SCHEDULE NO.: 2945-141-37-002 LEGAL DESCRIPTION: SOUTH ONE-
HALF LOT 13 AND ALL LOTS 14 AND 15, BLOCK 72, CITY OF GRAND
JUNCTION, COLORADO.
ASSESSMENT . . . \$1,258.64

TAX SCHEDULE NO.: 2945-141-37-003 LEGAL DESCRIPTION: LOTS 16, 17
AND 18, BLOCK 72, CITY OF GRAND JUNCTION, COLORADO.
ASSESSMENT . . . \$861.14

TAX SCHEDULE NO.: 2945-141-37-004 LEGAL DESCRIPTION: LOTS 19, 20
AND 21, BLOCK 72, CITY OF GRAND JUNCTION, COLORADO.
ASSESSMENT . . . \$000.00

TAX SCHEDULE NO.: 2945-142-42-001 LEGAL DESCRIPTION: LOTS 1, 2 AND
THE WEST HALF OF LOT 3, BLOCK 72, CITY OF GRAND JUNCTION,
COLORADO.
ASSESSMENT . . . \$397.50

TAX SCHEDULE NO.: 2945-142-42-002 LEGAL DESCRIPTION: THE EAST HALF
OF LOT 3 AND ALL OF LOT 4, BLOCK 72, CITY OF GRAND JUNCTION,
COLORADO.
ASSESSMENT . . . \$238.50

TAX SCHEDULE NO.: 2945-142-42-003 LEGAL DESCRIPTION: LOTS 5 AND 6,
BLOCK 72, CITY OF GRAND JUNCTION, COLORADO.
ASSESSMENT . . . \$318.00

TAX SCHEDULE NO.: 2945-142-42-004 LEGAL DESCRIPTION: LOTS 7 AND 8,
BLOCK 72, CITY OF GRAND JUNCTION, COLORADO.
ASSESSMENT . . . \$318.00

TAX SCHEDULE NO.: 2945-142-42-005 LEGAL DESCRIPTION: LOTS 9 AND
10, BLOCK 72, CITY OF GRAND JUNCTION, COLORADO.
ASSESSMENT . . . \$1,113.00

TAX SCHEDULE NO.: 2945-142-42-006 LEGAL DESCRIPTION: LOT 22, BLOCK
72, CITY OF GRAND JUNCTION, COLORADO.
ASSESSMENT . . . \$596.25

TAX SCHEDULE NO.: 2945-142-42-007 LEGAL DESCRIPTION: LOTS 23 AND
24, BLOCK 72, CITY OF GRAND JUNCTION, COLORADO.
ASSESSMENT . . . \$1,192.50

TAX SCHEDULE NO.: 2945-142-42-008 LEGAL DESCRIPTION: LOTS 25 AND
26, BLOCK 72, CITY OF GRAND JUNCTION, COLORADO.
ASSESSMENT . . . \$1,192.50

TAX SCHEDULE NO.: 2945-142-42-009 LEGAL DESCRIPTION: LOT 27 AND
THE EAST 5.0 FEET OF LOT 28, BLOCK 72, CITY OF GRAND JUNCTION,
COLORADO.
ASSESSMENT . . . \$715.50

TAX SCHEDULE NO.: 2945-142-42-010 LEGAL DESCRIPTION: THE WEST 20.0
FEET OF LOT 28 AND ALL OF LOT 29, BLOCK 72, CITY OF GRAND
JUNCTION, COLORADO.
ASSESSMENT . . . \$1,073.25

TAX SCHEDULE NO.: 2945-142-42-011 LEGAL DESCRIPTION: LOTS 30 AND
31, BLOCK 72, CITY OF GRAND JUNCTION, COLORADO.
ASSESSMENT . . . \$1,192.50

"T" ALLEY 7TH TO 8TH, HILL TO TELLER

TAX SCHEDULE NO.: 2945-141-14-002 LEGAL DESCRIPTION: ALL OF LOT 13
AND THE WEST HALF OF LOT 14, BLOCK 27, CITY OF GRAND JUNCTION,
COLORADO.
ASSESSMENT . . . \$238.50

TAX SCHEDULE NO.: 2945-141-14-005 LEGAL DESCRIPTION: LOTS 18 AND
19, BLOCK 27, CITY OF GRAND JUNCTION, COLORADO.
ASSESSMENT . . . \$318.00

TAX SCHEDULE NO.: 2945-141-14-006 LEGAL DESCRIPTION: LOTS 1
THROUGH 5, INCLUSIVE, BLOCK 27, CITY OF GRAND JUNCTION, COLORADO.
ASSESSMENT . . . \$1,685.40

TAX SCHEDULE NO.: 2945-141-14-007 LEGAL DESCRIPTION: THE WEST HALF
OF LOT 27 AND ALL OF LOT 28, BLOCK 27, CITY OF GRAND JUNCTION,
COLORADO.
ASSESSMENT . . . \$1,033.50

TAX SCHEDULE NO.: 2945-141-14-008 LEGAL DESCRIPTION: LOT 26 AND EAST HALF OF LOT 27, BLOCK 27, CITY OF GRAND JUNCTION, COLORADO.
ASSESSMENT . . . \$238.50

TAX SCHEDULE NO.: 2945-141-14-009 LEGAL DESCRIPTION: LOTS 24 AND 25, BLOCK 27, CITY OF GRAND JUNCTION, COLORADO.
ASSESSMENT . . . \$318.00

TAX SCHEDULE NO.: 2945-141-14-010 LEGAL DESCRIPTION: LOTS 22 AND 23, BLOCK 27, CITY OF GRAND JUNCTION, COLORADO.
ASSESSMENT . . . \$318.00

TAX SCHEDULE NO.: 2945-141-14-011 LEGAL DESCRIPTION: LOTS 20 AND 21, BLOCK 27, CITY OF GRAND JUNCTION, COLORADO.
ASSESSMENT . . . \$318.00

TAX SCHEDULE NO.: 2945-141-14-012 LEGAL DESCRIPTION: THE EAST HALF OF LOT 14 AND ALL OF LOT 15, BLOCK 27, CITY OF GRAND JUNCTION, COLORADO.
ASSESSMENT . . . \$238.50

TAX SCHEDULE NO.: 2945-141-14-014 LEGAL DESCRIPTION: LOTS 16 AND 17, BLOCK 27, CITY OF GRAND JUNCTION, COLORADO.
ASSESSMENT . . . \$318.00

TAX SCHEDULE NO.: 2945-141-14-015 LEGAL DESCRIPTION: LOTS 6 THROUGH 12, INCLUSIVE, BLOCK 27, CITY OF GRAND JUNCTION, COLORADO.
ASSESSMENT . . . \$10,494.00

Dated at Grand Junction, Colorado, this 19th day of December, 1990.

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

By: Neva B. Lockhart, CMC

City Clerk

PASSED and ADOPTED this 19th day of December, 1990.

William E. McCurry

President of the Council

Attest:

Neva B. Lockhart, CMC

City Clerk