

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

May 15, 1991

The City Council of the City of Grand Junction, Colorado, convened in regular session the 15th day of May, 1991, at 7:30 p.m. in the City/County Auditorium at City Hall. Those present were Jim Baughman, John Bennett, Bill Bessinger, Paul Nelson, Conner Shepherd, and Reford Theobold. President of the Council William McCurry was absent. Also present were City Manager Mark Achen, City Attorney Dan Wilson, and City Clerk Neva Lockhart.

ELECTION OF PRESIDENT OF THE COUNCIL EX-OFFICIO MAYOR

Upon motion by Councilman Theobold, seconded by Councilman Bessinger and carried, Conner W. Shepherd was elected President of the Council Ex-Officio Mayor.

ELECTION OF PRESIDENT OF THE COUNCIL PRO TEMPORE EX-OFFICIO MAYOR PRO TEMPORE

Upon motion by Councilman Theobold, seconded by Councilman Bessinger and carried, Paul W. Nelson was elected President of the Council Pro Tempore Ex-Officio Mayor Pro Tempore.

OATHS OF OFFICE

City Clerk Neva Lockhart administered the Oath of Office to President of the Council Ex-Officio Mayor Conner W. Shepherd, and President of the Council Pro Tempore Ex-Officio Mayor Pro Tempore Paul W. Nelson.

REORGANIZATION OF COUNCIL

Upon motion by Councilman Bennett, seconded by Councilman Theobold and carried, Councilmembers were appointed to the following boards:

Associated Governments of Northwest Colorado	-		McCurry (Bennett, Bessinger)
	Colorado Association of Ski Towns	-	Shepherd (Nelson)
	Colorado	-	Bennett

	Municipal League Policy Committee		
	Downtown Development Authority	-	Shepherd (Nelson)
	Golden Sister City Committee	-	McCurry, Bennett
	Grand Junction Housing Authority	-	Bessinger
	Grand Junction Visitors & Convention Bureau	-	Nelson (Theobold)
	Grand Junction/Mesa County Riverfront Commission	-	Baughman (Nelson)
	Mesa County Economic Development Council	-	Theobold (Bessinger)
	Mesa County Transportation Policy Advisory Comm	-	Bessinger
	Mesa County UMTRA Advisory Committee	-	Nelson
	MesAbility	-	Baughman
	Parks and Recreation Citizens Advisory Board	-	McCurry
	Parks Improvement Advisory Committee	-	McCurry
	Walker Field,	-	Bennett

	Colorado, Airport Authority		
	Ad Hoc Committees		
	City Services	-	Baughman, Bennett, and Nelson
	Growth		
	goals assigned: annexation, Riverfront	-	Bessinger, McCurry, and Theobold
	Capital Improvement Planning		
	goal assigned: financial planning	-	Baughman, Bennett, and Bessinger
	Quality of Life		
	goals assigned: vision, park master planning, public communication	-	McCurry, Nelson, and Theobold

RESOLUTION NO. 27-91 ENDORSING THE CANDIDACY OF COUNCILMAN REFORD C. THEOBOLD FOR A POSITION ON THE EXECUTIVE BOARD OF THE COLORADO MUNICIPAL LEAGUE

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

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

PLEDGE OF ALLEGIANCE - Mayor Conner Shepherd led in the Pledge of Allegiance. He was assisted by his daughter Sarah Shepherd who presented the Pledge in sign language.

INVOCATION - Councilman Reford Theobold.

INTRODUCTION OF MAYOR'S FAMILY

President of the Council Conner Shepherd introduced his mother Esther, his wife Camille, his daughter Sarah, and son Owen.

CONSIDERATION OF MINUTES

Upon motion by Councilman Nelson, seconded by Councilman Bennett and carried, the Minutes of the May 1, 1991, City Council Meeting were approved as submitted.

PROCLAMATION DECLARING MAY 12-18, 1991, AS "NATIONAL HISTORIC PRESERVATION WEEK"

PROCLAMATION DECLARING MAY 24, 1991, AS "COLORADO NATIONAL MONUMENT DAY"

PROCLAMATION DECLARING JUNE 17-23, 1991, AS "AMATEUR RADIO WEEK"

RESOLUTION NO. 27-91

ENDORING THE CANDIDACY OF REFORD C. THEOBOLD FOR A POSITION ON THE EXECUTIVE BOARD OF THE COLORADO MUNICIPAL LEAGUE

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

That Councilman Reford C. Theobold is endorsed as a candidate for a position on the Executive Board of the Colorado Municipal League at the annual meeting of the League on June 20, 1991.

PASSED and ADOPTED this 15th day of May, 1991.

Conner W. Shepherd

President of the Council

Attest:

City Clerk

PROCLAMATION DECLARING MAY, 1991, AS "REACT MONTH"

RESOLUTION NO. 33-91 APPOINTING EARL F. PAYNE TO THE WALKER FIELD, COLORADO, PUBLIC AIRPORT AUTHORITY - FOUR-YEAR TERM

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

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

AUDREY ROBBINS PRESENTS POSITION PAPER ON BEHALF OF THE AGING AND HANDICAPPED IN MESA COUNTY REGARDING PUBLIC TRANSPORTATION IN MESA COUNTY

Audrey Robbins, Habitat P.O. Box 4947, President of the Mesa County Council on Aging, presented a position paper on behalf of the Aging and Handicapped in Mesa County: (See next page).

The subject was public transportation for the aging and handicapped in Mesa County. She requested that the City of Grand Junction give \$30,000 with matching funds to cover only drivers' salaries and gasoline for such a program. City Clerk submitted for the record a letter from Ron Halsey regarding this item.

President of the Council Shepherd thanked Ms Robbins for her comments and assured her that this issue will be before City Council as a formal agenda item in the near future.

WATER SEEPAGE IN MANOR AVENUE AREA - ED CURRIER, PRESIDENT OF GRAND VALLEY IRRIGATION COMPANY, RESPONDS

Mr. Ed Currier, 832 25 Road, President of the Grand Valley Irrigation Company, was present to bring the City Council and the residents in the Manor Avenue area up-to-date regarding what appears to the residents to be canal leakage. Phil Bertram, Superintendent of the Company, was also present.

Tony and Barbara Casano, 2330 N. 22nd Street, were present and explained they first noticed the water last year. Mr. Casano installed a sump pump in the basement and waited until the canal went dry to see if the sump went dry. He said that approximately last August the sump went dry and it was dry all winter. Approximately April 22 this year he checked the sump and it had two feet of water. Shortly thereafter, they started getting water in their basement and the sump has been pumping 60 gallons of water an hour into the street.

Mr. Currier stated that the Grand Valley Canal has been here since 1882. It serves approximately 40,000 acres of land in the Valley, and there are some 100 miles of canals that the Grand Valley Irrigation Company operates and maintains in a manner, he believes, appropriate and in conformity with normally accepted levels of care and management. With particular reference to this problem, Mr. Currier indicated the Company has been working very closely and cooperatively with the Grand Junction Drainage District to alleviate the recurring problem of water coming through the Mancos shale that the canal passes through in that area. During the past week, in cooperation with the Grand Junction Drainage District, they have installed an additional length of

underground clay drainage. Mr. Currier suggested that there are sources of water other than the canal that contribute to the general ground water intake of the area. They intend to do further testing this summer. Until they know a little more precisely about the nature of the groundwater contribution, he was not prepared to discuss lining the canal.

Doug Cline, Public Works Department, stated that he had talked with John Ballagh of the Grand Junction Drainage District this morning, and Mr. Ballagh said his Board had a very high degree of reluctance to do any major digging at the base of the Canal now because of a concern there might possibly be some failure of the Canal bank.

City Manager Mark Achen said that from the City's prospective when they met in the neighborhood on Monday, the hope was that something could be done sooner rather than later. Part of the Canal Company's argument as he understood it is that these problems occur at the beginning of the irrigation season and then the swelling of the soils causes the problem to abate. If the problem abates and does not return, the urgency to do something isn't as great as long as it's done before the next irrigation season. However, if the problem continues, or if it returns, the City would be all the more convinced that if it's possible and if there is not a safety issue that something be done now.

The City will continue to monitor the situation at the Casano's house on a daily basis. It will also continue to cooperate with the Grand Valley Irrigation Company and the Grand Junction Drainage District in their efforts to find a solution.

HEARING #5-91 - TEXT AMENDMENTS FOR 1991 TO THE GRAND JUNCTION ZONING AND DEVELOPMENT CODE REGARDING SIGNS, PARKING AND MISCELLANEOUS ADMINISTRATIVE PROCEDURES - CONTINUED TO JUNE 5, 1991, MEETING

Upon motion by Councilman Bennett, seconded by Councilman Theobold and carried, the hearing was continued to June 5, 1991.

HEARING #25-91 - PROPOSED ORDINANCE - EASEMENT VACATION IN AN RSF-8 ZONE AT 317 HOPI DRIVE

A hearing was held after proper notice on the petition by Bradley K. and Marlene J. Loucks for an easement vacation in an RSF-8 Zone at 317 Hopi Drive. There were no opponents, letters, or counterpetitions.

RESOLUTION NO. 33-91

APPOINTING EARL F. PAYNE AS CITY REPRESENTATIVE ON THE BOARD OF THE WALKER FIELD, COLORADO, PUBLIC AIRPORT AUTHORITY BOARD

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

That Earl F. Payne be appointed as City representative to the Walker Field, Colorado, Public Airport Authority Board for a regular four-year term on that Board, which term expires May, 1995.

PASSED and ADOPTED this 15th day of May, 1991.

Conner W. Shepherd

President of the Council

Attest:

Neva B. Lockhart, CMC

City Clerk

Mesa County Council on Aging

POSITION STATEMENT

WHEREAS: Transportation for senior citizens and people with disabilities to doctor appointments, shopping, recreation and other activities has long been identified as a major problem in the Grand Junction area.

*United Way Needs Assessment, 1989 and 1990

*Colorado Rehabilitation Services Facilities and Services Plan, 1990

*Grand Junction/Mesa County Transportation Development Plan (TDP) 1990-92

WHEREAS: The Grand Junction Urbanized Area is allocated approximately \$300,00 annually in federal Urban Mass Transportation Administration (UMTA) funds. At the end of 1990, at total of approximately \$1.2 million in UMTA funding was available but not used because of lack of local match.

*TDP, 1990-92

WHEREAS: Grand Junction is marketed as an ideal retirement community. 20.1% of the population within the City of Grand Junction is over sixty years old.

*TDP, 1990-92

WHEREAS: The largest concentration of people with disabilities in Mesa County reside within Grand Junction City limits.

*TDP, 1990-92

THEREFORE: It is the position of the Mesa County Council on Aging

that the City of Grand Junction participate at the initial amount of \$30,000 to match the available federal UMTA funds.

PARTICIPATION WILL:

- 1) MAXIMIZE AVAILABLE FEDERAL DOLLARS
- 2) INCREASE TRANSPORTATION SERVICES FOR SENIOR CITIZENS AND PEOPLE WITH DISABILITIES
- 3) FURTHER THE GOAL OF ECONOMIC AND GROWTH DEVELOPMENT FOR THE CITY OF GRAND JUNCTION

MESA COUNTY COUNCIL ON AGING MEMBERSHIP LIST

DESIGNATED MEMBERS:		
NAME	ORGANIZATION	ALTERNATE
Benge, Marietta	St. Mary's Senior Life Center	
Calhoun, Betty	Grand Junction Older American Center	
Dickey, Josephine	Handy Chapel & NAACP	
Gross, Marian	Green Thumb, Inc.	
Guth, Ann	AARP-Chapter #349	
Kanaly, Lois	The Resource Center, Inc.	
Land, Earl	Nat'l Assoc. of Retired Federal Employees	
Morby, Minta	Foster Grandparent Program	Mary Rose Arquillo
Shanahan, Pat	Mesa Co. Dept. of Social Services	

Whinery, Jack	Prime-Timers/Assembly of God Church	
Winokur, Saul	Golden Age Group	
Ulibarri, Juanita	Anciano Advocacy	
Robbins, Audrey	RSVP	
Gerhard, Carolyn	Grand Villa	
Brown, Agnes	Mesa View Retirement Residence	Eylene Rasor
Pat Jones	CRLS Ombudsman Program	
Dick Sehler	Senior Beacon	

MEMBERS AT LARGE:	
NAME	ALTERNATE
Ellis, Verna	
Rector, Stella	
Swain, Richard	

ASSOCIATE MEMBERS:		
NAME	ORGANIZATION	ALTERNATE

Aust, Carolyn	St. Mary's Senior Life Center	
Capps, Susan	Senior Beacon	
	Ratekin Towers	Barb Ward
Forhock, Norma	Foster Grandparent Program	
Hoskin, Dot	RSVP-Mesa County	
Marin, Paula	Mesa View Retirement Residence	
Meiklejohn, Sharon	Gray Gourmet	Rose Guillen
Richardson, Marilyn	CRLS-Long Term Care Ombudsman Program	
Sanchez, Sherrill	Social Security Administration	
Sours, Linda	Hilltop Corp.-Home Health Care Services	
Stephenson, Betty	Grand Villa	
Karen Foster	Palisade Nursing Home	
McCallister, Angie	Family Health West, the OAKS	

The following entitled proposed ordinance was presented and read: AN ORDINANCE VACATING AN EASEMENT IN AN RSF-8 ZONE AT 317 HOPI DRIVE. Upon motion by Councilman Nelson, seconded by Councilman Bennett and carried, the proposed ordinance was passed for publication.

HEARING #30-91 - STREET DESIGN CRITERIA - REQUEST TO ADOPT STREET DESIGN CRITERIA IN THE CITY OF GRAND JUNCTION ZONING AND

DEVELOPMENT CODE - CONTINUED TO JUNE 5, 1991 MEETING

Upon motion by Councilman Bennett, seconded by Councilman Bessinger and carried, this item was continued to the June 5, 1991, meeting.

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

PROPOSED ORDINANCE AMENDING ORDINANCE NO. 2104 OF THE CITY OF GRAND JUNCTION

The following entitled proposed ordinance was presented and read: AMENDING ORDINANCE 2104 OF THE CITY OF GRAND JUNCTION. Upon motion by Councilman Bennett, seconded by Councilman Bessinger and carried with Councilman NELSON voting NO, the proposed ordinance was passed for publication.

ORDINANCE NO. 2519 - CHANGING THE ZONING ON CERTAIN LANDS WITHIN THE CITY OF GRAND JUNCTION LOCATED ON THE SOUTHEAST CORNER OF 7TH STREET AND PATTERSON ROAD (F ROAD) FROM B-1 TO PB (ST. MARY'S HOSPITAL)

Proof of Publication on the following Ordinance proposed for final passage has been received and filed. Copies of the Ordinance proposed for final passage were submitted to the City Council prior to the meeting.

Upon motion by Councilman Theobald, seconded by Councilman Nelson and carried, the following entitled proposed ordinance was called up for final passage and read by title only: CHANGING THE ZONING ON CERTAIN LANDS WITHIN THE CITY OF GRAND JUNCTION LOCATED ON THE SOUTHEAST CORNER OF 7TH STREET AND PATTERSON ROAD (F ROAD).

There were no comments. Upon motion by Councilman Theobald, seconded by Councilman Bessinger and carried by roll call vote, the Ordinance was passed and adopted, numbered 2519, and ordered published.

RESOLUTION NO. 28-91 AUTHORIZING THE LEASE OF THE CITY-OWNED BUILDING AT 120 SOUTH FIRST STREET TO RAYMOND GUZIAK, DBA SOUTHWEST IMAGERY, FOR THREE YEARS - \$200/MONTH

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

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

RESOLUTION NO. 29-91 ACCEPTING PETITION FOR DIAMOND SHAMROCK ANNEXATION NO. 2 AND GIVING NOTICE OF HEARING, LOCATED AT THE SOUTHEAST CORNER OF 29 ROAD AND NORTH AVENUE

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

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

RESOLUTION NO. 30-91 AUTHORIZING OFFICERS OF THE CITY TO DIRECT THE REDEMPTION AND EXCHANGE OF SECURITIES HELD IN AN ESCROW ACCOUNT CREATED IN THE CITY'S ORDINANCE NO. 2179, RATIFYING ALL ACTIONS HERETOFORE TAKEN IN CONNECTION THEREWITH; AND PROVIDING OTHER DETAILS IN CONNECTION THEREWITH

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

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

RESOLUTION NO. 31-91 AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO SL VENTURES, INC., TO ALLOW THE INSTALLATION OF A REAL ESTATE SIGN IN THE UNIMPROVED RIGHT-OF-WAY FOR HORIZON DRIVE ADJACENT TO THE PROPOSED HORIZON GLEN SUBDIVISION

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

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

REPORT ON MILL TAILINGS HAUL ROUTES AND NIGHTTIME NOISE

City Attorney Wilson stated that the City is trying to determine if there have actually been violations concerning the Mill Tailings haul routes and allegations of excessive noise at night. Police Chief Bob Evers or Capt. Marty Currie and Mr. Wilson plan to visit with the residents. Mr. Wilson will report back to Council after said discussions.

RESOLUTION NO. 32-91 CONCERNING CITY PROPERTY TAX - POSTPONED TO JUNE 5, 1991, MEETING

Councilman Theobold suggested that Council adopt a Resolution indicating that because of the increase in assessments just recently mailed to property owners in the valley that the City of Grand Junction inform the public by Resolution, or whatever means, our intent to lower the mill levy proportionate to the increase in assessments to keep our property tax revenue neutral.

This item was postponed to the June 5, 1991, Meeting.

RESOLUTION NO. 28-91

AUTHORIZING A LEASE OF THE CITY PROPERTY AT 120 SOUTH FIRST STREET TO RAY M. GUZIAK, DOING BUSINESS AS SOUTHWEST IMAGERY

WHEREAS, the City of Grand Junction is owner of the real property located at 120 South First Street in the City of Grand Junction; and

WHEREAS, Ray M. Guziak, doing business as Southwest Imagery, has requested a lease for the purpose of operating a photograph enlargement, framing and art gallery on the 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 Ray M. Guziak, doing business as Southwest Imagery, for the lease of said property for a term of three years, commencing on May 15, 1991 and terminating on May 14, 1994, and for a rental fee of \$200.00 per month, subject to the several other terms and conditions of the attached Lease Agreement.

PASSED and ADOPTED this 15th day of May, 1991.

Conner W. Shepherd

President of the Council

Attest:

City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into as of the 15th day of May, 1991 between The City of Grand Junction, a municipal corporation, hereinafter referred to as "City", and Ray M. Guziak, doing business as Southwest Imagery, hereinafter referred to as "Lessee", whose address for the purposes of this Lease is 120 South First Street, Grand Junction, Colorado 81501.

RECITALS

A. City is the owner of the real property located at 120 South First Street in the City of Grand Junction, Mesa County, Colorado, and the building and improvements situated thereon, hereinafter referred to as the "Property".

B. Lessee is desirous of securing a lease for the purpose of operating a photograph enlargement, framing and art gallery business on the Property.

C. City 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 promises set forth below, City does hereby lease to Lessee the above described Property.

1. The term of this Lease shall commence on May 15, 1991 and expire on May 14, 1994.

2. Lessee agrees to pay City as rental for the Property the amount of \$200.00 per month, in advance, due and payable without demand by City on or before the 15th day of each month during the term of this Lease. In the event payment of the rent is not received on or before the 25th day of each month, Lessee agrees to pay a late charge of \$25.00, 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 his 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 person 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 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. Either party may, at each party's option, terminate this Lease upon 90 days written notice to the other party without any requirement for payment by Lessee of the monthly rental due for the remainder of the lease term.

9. 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.

10. 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 120 South First 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 his Southwest Imagery business: becomes insolvent; is subject to bankruptcy filing whether or not voluntary or involuntary; is subject to an assignment for the benefit of creditors or if a receiver is appointed; if Lessee should become disabled or suffer death; if Lessee fails in any manner to comply with any of the terms, covenants, or conditions of this Lease to be kept and performed by Lessee; or should Lessee, by any act of negligence or carelessness, or through any act of commission or omission permit, or suffer to be permitted, damage to the Property or the demised premises in any substantial manner. In such event, the City may immediately retake possession.

If this Lease is terminated by the City, except termination due to expiration of the lease term, Lessee shall have reasonable access to the Property for a reasonable time, not to exceed 30 days, to remove Lessee's personal property. If Lessee fails to remove his

personal property within the time prescribed, the City shall not be responsible for the care and safekeeping thereof and may remove the same and store the same in a reasonable manner, the cost, expense and risk of which shall be borne by Lessee. Lessee hereby agrees that items not timely removed may be sold by the City to cover expenses with net proceeds after expenses paid to Lessee. The City may also set off amounts owed under this Lease against proceeds of said sale.

11. 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.

12. 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.

13. Lessee's parking privileges shall not extend beyond the immediate perimeter of the Property and shall not extend beyond the west line of the alley located to the east of the Property.

14. 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.

15. 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 and 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.

16. 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

LESSEE:

Ray M. Guziak\dba Southwest Imagery

RESOLUTION NO. 29-91

ACCEPTING A PETITION FOR THE ANNEXATION OF LANDS TO THE CITY OF GRAND JUNCTION, COLORADO, AND SETTING A HEARING ON SUCH ANNEXATION (DIAMOND SHAMROCK ANNEXATION NO. 2)

WHEREAS, on the 15th day of May, 1991, a petition was submitted to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

Beginning at the Northwest Corner of Section 17 T1S, R1E, Ute Meridian; thence S 89 deg. 45 min. 43 sec. E along the north line of said section 17 170 ft. thence S 00 deg. 00 min. 00 sec. E 40 ft. to the true point of beginning; thence S 00 deg. 00 min. 00 sec. E 224 ft. thence N 89 deg. 45 min. 43 sec. W 120 ft. thence N 00 deg. 00 min. 00 sec. E 224 ft. thence east to the true point of beginning.

WHEREAS, the Council has found and determined that the petition complies substantially with the provisions of the Municipal Annexation Act and a hearing should be held to determine whether or not the lands should be annexed to the City by Ordinance;

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

That a hearing will be held on the 3rd day of July, 1991, in the City-County Auditorium in City Hall of the City of Grand Junction, Colorado, at 7:30 o'clock p.m. to determine whether one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; whether a community of interest exists between the territory and the City; whether the territory proposed to be annexed is urban or will be urbanized in the near future; whether the territory is integrated or is capable of being integrated with said City; whether any land in single ownership has been divided by the proposed annexation; whether any land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; whether any of the land is now subject to other annexation proceedings; and whether an election is required under the Municipal Annexation Act of 1965.

PASSED and ADOPTED this 15th day of May, 1991.

President of the Council

Attest:

City Clerk

RESOLUTION NO. 30-91

A RESOLUTION AUTHORIZING OFFICERS OF THE CITY TO DIRECT THE REDEMPTION AND EXCHANGE OF SECURITIES HELD IN AN ESCROW ACCOUNT CREATED IN THE CITY'S ORDINANCE NO. 2179; RATIFYING ALL ACTIONS HERETOFORE TAKEN IN CONNECTION THEREWITH; AND PROVIDING OTHER DETAILS IN CONNECTION THEREWITH.

WHEREAS, the City of Grand Junction has heretofore issued its General Obligation Refunding Bonds, Series 1984 (the "Series 1984 Bonds") pursuant to the City's Ordinance No. 2179 (the "1984 Bond Ordinance"); and

WHEREAS, pursuant to the 1984 Bond Ordinance and an Escrow Agreement dated as of April 15, 1984, as amended by the First Supplement thereto (the "Escrow Agreement") between the City and Central Bank Denver, National Association (the "Bank"), the City established two special funds (the "1978 Escrow Account" and the "1982 Escrow Account") for the payment of the principal of, premium, if any, and interest on certain outstanding bonds described in the Escrow Agreement (the "1978 Bonds" and the "1982 Bonds"); and

WHEREAS, a portion of the proceeds of the Series 1984 Bonds and

certain legally available City moneys were used to purchase for the 1978 Escrow Account the securities listed in Exhibit "A" to the Escrow Agreement, and the securities listed on Exhibit "B" to the Escrow Agreement, which were purchased with certain legally available City moneys, were additionally pledged to pay the 1978 Bonds (the "1978 Escrow Securities"); and

WHEREAS, the City Council has been advised that prevailing market conditions permit additional financial gain to the City by the redemption and exchange of certain of the 1978 Escrow Securities for other securities which satisfy the requirements of the Escrow Agreement (the "Escrow Revision Program"); and

WHEREAS, the 1982 Escrow Account will not be affected by the Escrow Revision Program; and

WHEREAS, from 1984 through and including 1990, City General Fund subsidies of the City Water Fund have been approximately \$1,500,000; therefore, the financial gain to the City from the Escrow Revision Program is not required to be paid into the Water Fund; and

WHEREAS, the City Council has determined that it is in the best interests of the City to proceed with the Escrow Revision Program; and

WHEREAS, there is attached hereto as Exhibit A a form of agreement between the City and the parties designated therein (the "Escrow Revision Agreement"), to effect the Escrow Revision Program.

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

Section 1. The Escrow Revision Program is hereby authorized, and the Mayor and the City Clerk are hereby authorized and directed to execute the Escrow Revision Agreement in substantially the form attached hereto as Exhibit A, with such completion and modification as may be required by the circumstances and permitted by law.

Section 2. Moneys realized by the City from the Escrow Revision Program shall be used by the City for lawful City purposes as directed by the City Council.

Section 3. Sherman & Howard, Denver, Colorado, is hereby retained as special counsel to the City in connection with the Escrow Revision Program, the fees of such special counsel to be defrayed with the proceeds derived by the City from the Escrow Revision Program.

Section 4. The officers and employees of the City are hereby authorized and directed to take all action necessary or appropriate to implement the provisions of this resolution.

Section 5. All action heretofore taken by the City (not inconsistent with this resolution) in connection with the Escrow Revision Program is hereby ratified, approved, and confirmed.

PASSED, ADOPTED AND APPROVED this May 15, 1991.

Conner W. Shepherd

Mayor

(SEAL)

Attest:

Neva B. Lockhart, CMC

City Clerk

EXHIBIT A

ESCROW REVISION AGREEMENT

This ESCROW REVISION AGREEMENT (the "Agreement") dated _____, 1991, by and between (i) City of Grand Junction, Colorado (the "City"), (ii) Central Bank Denver, National Association (the "Escrow Bank"), and (iii) Dougherty, Dawkins, Strand & Bigelow (the "Consultants").

WITNESSETH:

(1) WHEREAS, by that Escrow Agreement, dated as of April 15, 1984 (the "Escrow Agreement") and the first supplement thereto (the "First Supplement"), by and between the City and the Escrow Bank, the City established two special funds (the "1978 Escrow Account" and the "1982 Escrow Account") for the payment of the principal of, interest on, and any prior redemption premiums due in connection with (the "Bond Requirements") certain outstanding bonds of the City described therein (the "1978 Bonds" and the "1982 Bonds"); and

(2) WHEREAS, the City has been advised by the Consultants that prevailing market conditions permit additional financial gain to the City by the redemption and exchange of certain securities listed in Exhibit "B" to the Escrow Agreement (the "Original 1978 Escrow Securities"); and

(3) WHEREAS, the City Council of the City has determined that it is in the City's best financial interest to authorize and direct (i) the redemption by sale of the Original 1978 Escrow Securities, (ii) the reinvestment of the net proceeds of such sale in substitute escrow securities (the "Substitute 1978 Escrow Securities"), and (iii) the withdrawal from the 1978 Escrow Account by the City of the moneys in excess of the amounts needed to pay the Bond Requirements of the 1978 Bonds (collectively the

"Escrow Revision Program"); and

(4) WHEREAS, the Escrow Revision Program is permitted pursuant to the provisions of Section 3 of the Escrow Agreement and Section 2 of the First Supplement.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Upon execution of this Agreement, the Escrow Bank and Consultants will take such action as is necessary to effect, on a date mutually satisfactory to the parties hereto, the sale of the Original 1978 Escrow Securities as provided and at the price listed in Exhibit 1.

Section 2. Immediately upon receipt of such sale proceeds, the Escrow Bank, with the net investment proceeds, shall deposit such cash sum in the 1978 Escrow Account as is necessary (together with the Substitute 1978 Escrow Securities) to maintain the sufficiency of the 1978 Escrow Account and shall purchase the Substitute 1978 Escrow Securities listed in Exhibit 2 hereto, at the price listed in Exhibit 2. The Substitute 1978 Escrow Securities shall be held by the Escrow Bank in the 1978 Escrow Account for the payment of the Bond Requirements of the 1978 Bonds, and, except as expressly or by necessary implication otherwise herein provided, the Escrow Bank shall be bound in all respects in such connection to the terms and provisions of the Escrow Agreement as amended, as if the 1978 Escrow Securities described therein included the Substitute 1978 Escrow Securities.

Section 3. Any sums remaining after such sale, deposit and reinvestment shall be immediately paid by the Escrow Bank to the City for use in defraying the expenses of the Escrow Revision Program and for such other lawful use as the City may determine.

Section 4. Prior to or simultaneously with the completion of the Escrow Revision Program, but as a condition to such completion, the provisions of Section 3 of the Escrow Agreement and Section 2 of the First Supplement shall have been met.

Section 5. The duties and responsibilities of the Escrow Bank are limited to those expressly and specifically stated in the Escrow Agreement as amended, as modified by necessary implication by this Agreement.

Section 6. If any section, paragraph, clause, or provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be

signed in its name by its Mayor, to be sealed with its seal and attested by its City Clerk; the Escrow Bank has caused this Agreement to be signed in its name by one of its Authorized Officers, sealed with its corporate seal, and attested by one of its Authorized Officers; and the Consultants have caused this Agreement to be signed in such firm's name by one of its authorized representatives; all as of the day and year first above written.

CITY OF GRAND JUNCTION, COLORADO

BY

Conner W. Shepherd
Mayor

(SEAL)

Attest:

BY

Neva B. Lockhart, CMC
City Clerk

CENTRAL BANK DENVER, NATIONAL ASSOCIATION

BY

NAME
\Title

(SEAL)

Attest:

BY

NAME
\Title

DOUGHERTY, DAWKINS, STRAND & BIGELOW INCORPORATED

BY

NAME
\Title

Exhibit 1

CITY OF GRAND JUNCTION, COLORADO

1991 ESCROW SWAP

INVESTMENTS TO BE REDEEMED

Maturity Date	US Treasury Strips Par Amount	Interest Rate	Sale Price		Sale Proceeds
05/15/05	\$1,165,000	8.25%			
				Total	

Exhibit 2

CITY OF GRAND JUNCTION, COLORADO

1991 ESCROW SWAP

INVESTMENTS TO BE PURCHASED

Maturity Date	US Treasury Strips Par Amount	Interest Rate	Sale Price		Sale Proceeds
05/15/05	\$1,165,000	0%			
				Total	

RESOLUTION NO. 31-91

CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO S.L. VENTURES, INC.

WHEREAS, S.L. Ventures, Inc., a Colorado corporation, has petitioned the City Council of the City of Grand Junction for a Revocable Permit to allow the installation of a sign in the public right-of-way for Horizon Drive, as shown on the attached Exhibit A, for the purpose of promoting Horizon Glen Subdivision, a proposed subdivision in the City of Grand Junction; 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; provided, however, that the issuance of said Revocable Permit shall be conditioned upon the following: The installation of said sign shall conform with all applicable rules and regulations of Section 5-7 of the Zoning and Development Code of the City of Grand Junction; The Petitioner will not hold the City liable for any damages caused to the sign, 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; Said 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, its officers, employees and agents harmless from, and indemnify the City, its officers, employees and agents, any claims or causes of action however stated arising out of the encroachment or use granted, and that upon revocation of such Permit by the City the Petitioner will, within thirty (30) days of and, at the Petitioners' own expense, remove any encroachment so as to restore the right-of-way to its original condition.

PASSED and ADOPTED this 15th day of May, 1991.

Conner W. Shepherd

President of the Council

Attest:

City Clerk

REVOCABLE PERMIT

WHEREAS, S.L. Ventures, Inc., a Colorado corporation, has petitioned the City Council of the City of Grand Junction for a Revocable Permit to allow the installation of a sign in the public right-of-way for Horizon Drive, as shown on the attached Exhibit A, for the purpose of promoting Horizon Glen Subdivision, a proposed subdivision in the City of Grand Junction; 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 S.L. Ventures, Inc., a Colorado 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: The installation of said sign shall conform with all applicable rules and regulations of Section 5-7 of the Zoning and Development Code of the City of Grand Junction; The Petitioner will not hold the City liable for any damages caused to said sign, 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 Petitioners of an agreement that the Petitioners will save and hold the City, its officers, employees and agents harmless from, and indemnify the City, its officers, employees and agents, any claims or causes of action however stated arising out of the encroachment or use granted, and that upon revocation of this Permit by the City will, within thirty (30) days of notice of revocation, peaceably surrender said right-of-way to the City and, at the Petitioners' own expense, remove any encroachment so as to restore the right-of-way to its original condition.

DATED this _____ day of _____, 1991.

Mark K. Achen, City Manager

Attest:

City Clerk

Acceptance:

S.L. Ventures, Inc., a Colorado corporation

Timothy E. Foster, Secretary

William E. Foster, II, President

AGREEMENT

S.L. Ventures, Inc., a Colorado 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, does hereby agree 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 at Grand Junction, Colorado, this _____ day of _____, 1991.

S.L. Ventures, Inc., a Colorado corporation

William E. Foster II, President

Attest:

Timothy E. Foster, Secretary

STATE OF COLORADO)	
)	SS:
COUNTY OF MESA)	

The foregoing Agreement was acknowledged before me this _____ day of _____, 1991, by William E. Foster II, President and Timothy E. Foster, Secretary, S.L. Ventures, Inc.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

VISITORS AND CONVENTION BUREAU CONTRACT WITH PRIME SPORTS NETWORK
- \$12,500

Upon motion by Councilman Theobald, seconded by Councilman Bessinger and carried, the Visitors and Convention Bureau Contract

with Prime Sports Network which broadcasts the JUCO Junior College World Series Baseball Tournament in the amount of \$12,500 was approved, with the transfer of an additional \$7,500 from the Contingency account to the Marketing Account within the VCB.

INTERN PROGRAM WITH THE COLORADO DEPARTMENT OF LOCAL AFFAIRS FOR CITY ADMINISTRATION - SALARY \$15,000 ANNUALLY - CITY'S SHARE APPROXIMATELY \$10,500 ANNUALLY

Upon motion by Councilman Theobold, seconded by Councilman Bessinger and carried with Councilman BAUGHMAN voting NO, the transfer of \$15,842 from the Contingency Fund for the Intern Program with the Colorado Department of Local Affairs for City Administration was approved.

MOTION TO CANCEL THE JUNE 19, 1991, CITY COUNCIL MEETING

Upon motion by Councilman Theobold, seconded by Councilman Bessinger and carried, the June 19, 1991, City Council Meeting was cancelled.

ADJOURNMENT

The President adjourned the meeting.

Neva B. Lockhart, CMC

Neva B. Lockhart, CMC
City Clerk