

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

October 16, 1991

The City Council of the City of Grand Junction, Colorado, convened in regular session the 16th day of October, 1991, at 7:30 p.m. in the City/County Auditorium at City Hall. Those present were Jim Baughman, John Bennett, Bill Bessinger, Bill McCurry, Paul Nelson, Reford Theobold, and President of the Council Conner Shepherd. Also present were Assistant to the City Manager Jody Kole, City Attorney Dan Wilson, and City Clerk Neva Lockhart.

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

INVOCATION - Councilman Reford Theobold.

MINUTES

Councilman Bennett corrected the Minutes of the October 2, 1991, City Council Meeting to reflect that he voted NO on the motion regarding placing a cap of future expenditures by the Riverfront Commission. Upon motion by Councilman Bennett, seconded by Councilman Nelson and carried, the Minutes of the October 2, 1991, City Council Meeting were approved as corrected.

PROCLAMATION DECLARING DECEMBER 7, 1991, AS "PEARL HARBOR REMEMBRANCE DAY" IN GRAND JUNCTION

PRESENTATION OF APPRECIATION PLAQUES TO HELEN TRAYLOR, CHRIS JOUFLAS, AND HAROLD ELAM FOR THEIR SERVICE ON THE RIVERFRONT COMMISSION

PRESENTATION OF SPECIAL RECOGNITION AWARDS TO MARK PETERSON, DIANA MC GUIRE, AND RONALD POND OF THE FIRE DEPARTMENT

ILLENE ROGGENSACK, DIRECTOR OF UNITED WAY, TO RECOGNIZE CITY FOR THIS YEAR'S UNITED WAY CAMPAIGN EFFORTS - RECOGNITION PLAQUE PRESENTED TO PARKS AND RECREATION DEPARTMENT FOR HIGHEST DONATION PER EMPLOYEE

HEARING #59-91 - PROPOSED ORDINANCE - EASEMENT VACATION - REQUEST TO VACATE A WATER LINE EASEMENT IN AN EXISTING RESIDENTIAL-SINGLE-FAMILY EIGHT UNITS PER ACRE (RSF-8) ZONE LOCATED AT 275 HOLLY LANE

The following entitled proposed ordinance was presented: VACATING AN EASEMENT LOCATED ON PROPERTY WITH A STREET ADDRESS OF 275 HOLLY LANE. Upon motion by Councilman Theobold, seconded by Councilman McCurry and carried, the proposed ordinance was passed for publication.

PROPOSED ORDINANCE - MAKING MUNICIPAL COURT A QUALIFIED COURT OF RECORD, CHAPTER 18.5, CODE OF ORDINANCES

The following entitled proposed ordinance was presented: CODE OF ORDINANCES OF THE CITY OF GRAND JUNCTION, COLORADO. Upon motion by Councilman Theobold, seconded by Councilman McCurry and carried, the proposed ordinance was passed for publication.

PROPOSED ORDINANCE - AMENDMENT TO CODE OF ORDINANCES, CHAPTER 19, SECTION 6, ON DEFINITION OF DISORDERLY HOUSE

The following entitled proposed ordinance was presented: AMENDING CHAPTER 19, SECTION 19-6 OF THE CODE OF ORDINANCES OF THE CITY OF GRAND JUNCTION, COLORADO. Upon motion by

Councilman Theobold, seconded by Councilman McCurry and carried, the proposed ordinance was passed for publication.

PROPOSED ORDINANCE - MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 1991 BUDGET OF THE CITY OF GRAND JUNCTION

The following entitled proposed ordinance was presented: AN ORDINANCE MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 1991 BUDGET OF THE CITY OF GRAND JUNCTION. Upon motion by Councilman Theobold, seconded by Councilman McCurry and carried, the proposed ordinance was passed for publication.

RESOLUTION NO. 62-91 CONCERNING THE ISSUANCE OF TEMPORARY PERMIT BY THE LOCAL LICENSING AUTHORITY AUTHORIZING THE SALES OF BEVERAGES CONTAINING ALCOHOL PENDING A TRANSFER OF A LICENSE TO SELL BEVERAGES CONTAINING ALCOHOL AT RETAIL

The following Resolution was presented: (See next page.). Upon motion by Councilman Theobold, seconded by Councilman McCurry and carried by roll call vote, the Resolution was passed and adopted.

SANITARY SEWER DISTRICT NO. 36-91 - O'NAN SUBDIVISION - CITY UTILITY ENGINEER'S STATEMENT OF COMPLETION - RESOLUTION NO. 63-91 ASSESSING COSTS AND GIVING NOTICE OF HEARING

The following Resolution was presented: (See next page.). Upon motion by Councilman Theobold, seconded by Councilman McCurry and carried by roll call vote, the Resolution was passed and adopted.

RESOLUTION NO. 64-91 ACCEPTING PETITIONS FOR WILSON RANCH ANNEXATIONS NO. 1 NO. 2, AND NO. 3 CONTAINING APPROXIMATELY 25.4 ACRES LOCATED AT 25-1/2 ROAD AND G-3/8 ROAD AND GIVING NOTICE OF HEARING

The following Resolution was presented: (See next page.). Upon motion by Councilman Theobold, seconded by Councilman McCurry and carried by roll call vote, the Resolution was passed and adopted.

RESOLUTION NO. 65-91 ACCEPTING PETITION FOR ALPINE MEADOWS ANNEXATION CONTAINING APPROXIMATELY 25.6 ACRES LOCATED SOUTH OF H ROAD AND WEST OF 27 ROAD AND GIVING NOTICE OF HEARING

The following Resolution was presented: (See next page.). Upon motion by Councilman Theobold, seconded by Councilman McCurry and carried by roll call vote, the Resolution was passed and adopted.

RESOLUTION NO. 66-91 ACCEPTING PETITION FOR BLUE HERON ANNEXATION CONTAINING APPROXIMATELY 180 ACRES LOCATED AT RIVER ROAD AND REDLANDS PARKWAY AND GIVING NOTICE OF HEARING

The following Resolution was presented: (See next page.). Upon motion by Councilman Theobold, seconded by Councilman McCurry and carried by roll call vote, the Resolution was passed and adopted.

RESOLUTION NO. 67-91 AUTHORIZING A FIVE-YEAR LEASE OF THE HALLENBECK PROPERTY TO ROD AND STEVE BONNELL

The following Resolution was presented: (See next page.). Upon motion by Councilman Theobold, seconded by Councilman McCurry and carried by roll call vote, the Resolution was passed and adopted.

HEARING #62-91 - EASTGATE VILLAGE TOWNHOMES FILING 3 - REQUEST FOR A FINAL PLAN AND PLAT FOR 22 RESIDENCES ON 2.92 ACRES IN AN EXISTING PLANNED RESIDENTIAL (PR) ZONE LOCATED AT ELM AVENUE AND 28-1/4 ROAD

A hearing was held after proper notice on the petition by Robert L. Dorssey for Eastgate Village Townhomes Filing 3, a request for a Final Plan and Plat for 22 residences on 2.92 acres in an existing Planned Residential (PR) Zone located at Elm Avenue and 28-1/4 Road. City Planner Karl Metzner reviewed this item. He stated that the Planning Commission denied this request. All of the technical issues have been satisfactorily addressed by the applicant. The Planning Commission's review dealt with its review of the Planned Development Regulations in the Zoning & Development Code, specifically two issues:

1. The open-space or lack of usable open-space;

RESOLUTION NO. 62-91

CONCERNING THE ISSUANCE OF TEMPORARY PERMITS BY THE LOCAL LICENSING AUTHORITY AUTHORIZING THE SALES OF BEVERAGES CONTAINING ALCOHOL PENDING A TRANSFER OF A LICENSE TO SELL BEVERAGES CONTAINING ALCOHOL AT RETAIL

WHEREAS, the General Assembly of the State of Colorado has adopted Senate Bill 91-139 with an effective date of July 1, 1991, which amends Articles 46 and 47 of Title 12, Colorado Revised Statutes, 1985 Repl. Vol., as amended, by the addition of new Sections 12-46-106.5 and 12-47-106.5 (Liquor and Beer Codes respectively) which provides for the issuance of Temporary Permits by a local licensing authority to authorize the sale of beverages containing alcohol pending a transfer of a license to sell beverages containing alcohol at retail;

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

(1) Notwithstanding anything in Articles 46 and 47 to the contrary, the Local Licensing Authority for the City of Grand Junction, Colorado, shall have discretionary power to issue a Temporary Permit to a transferee of a Fermented Malt Beverage License pursuant to 12-46-106.5, C.R.S., or a transferee of any class of Liquor License pursuant to 12-47-106.5, C.R.S., issued by the State Licensing Authority. Such Temporary Permit shall authorize a transferee to continue selling such fermented malt beverages or such alcoholic beverages as permitted under the permanent license during the period in which an application to transfer the ownership of the license is pending;

(2) A Temporary Permit shall authorize a transferee to conduct business and sell fermented malt beverages or alcoholic beverages at retail in accordance with the license of the transferor subject to compliance with the following conditions:

(a) The premises where such malt beverages or where such alcoholic beverages are sold shall have been previously licensed by the State and Local Licensing Authorities, and such license shall have been valid at the time the application for transfer of ownership was filed with the Local Licensing Authority which has jurisdiction to approve an application for a Temporary Permit.

(b) The applicant has filed with the Local Licensing Authority on forms provided by the Department of Revenue an application for the transfer of the fermented malt beverage license or the transfer of the liquor license. Such application shall include, but not be limited to, the following information:

(I) The name and address of the applicant; if the applicant is a partnership, the names and addresses of all the partners; and, if the applicant is a corporation, the names and addresses of the President, Vice-President, Secretary, and Managing Officer;

(II) The applicant's financial interest in the proposed transfer;

(III) The premises for which the Temporary Permit is sought; and

(IV) Such other information as the Local Licensing Authority may require.

(c) The application for a Temporary Permit shall be filed no later than thirty (30) days after the filing of the application for transfer of ownership and shall be accompanied by a Temporary Permit fee of one hundred dollars (\$100.00).

(3) A Temporary Permit, if granted by the Local Licensing Authority through its agent the City Clerk, shall be issued within three (3) working days after the receipt of such application. A Temporary Permit issued pursuant to the respective Sections shall be valid until such time as the application to transfer ownership of the license to the applicant is granted or for one hundred twenty (120) days, whichever shall first occur; except that, if the application to transfer the license has not been granted within the one-hundred-twenty-day period and the transferee demonstrates good cause, the Local Licensing Authority may extend, in its discretion, the validity of said Permit for an additional period not to exceed sixty (60) days.

(4) A Temporary Permit shall also be authorized in the event of a transfer of possession of the licensed premises by operation of law, a petition in bankruptcy pursuant to Federal Bankruptcy Law, the appointment of a receiver, a foreclosure action by a secured party, or a court order dispossessing the prior licensee of all rights of possession pursuant to Article 40 of Title 13, C.R.S.

(5) A Temporary Permit may be cancelled, revoked, or summarily suspended if the Local or State Licensing Authority determines that there is probable cause to believe that the transferee has violated any provision of Articles 46 or 47 of Title 12, C.R.S. or has violated any rule or regulation adopted by the Local or State Licensing Authority or has failed to truthfully disclose those matters required pursuant to the application forms required by the Department of Revenue.

PASSED and ADOPTED this 16th day of October, 1991.

Conner W. Shepherd

President of the Council

ATTEST:

Neva B. Lockhart, CMC

City Clerk

RESOLUTION NO. 63-91

WHEREAS, the City Council of the City of Grand Junction, Colorado, has reported the completion of Sanitary Sewer Improvement District No. SS-36-91; and

WHEREAS, the City Council has caused to be prepared a statement showing the assessable cost of the improvements of Alley Improvement District No. SS-36-91, 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. SS-36-91;

3. 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. SS-36-91 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 20th day of March, 1991, declaring the intention of the City Council of the City of Grand Junction, Colorado, to create a sanitary sewer improvement district to be known as Sanitary Sewer Improvement District No. SS-36-91 with the terms and provisions of a resolution passed and adopted on the 20th day of March, 1991 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 \$159,757.05, and the whole cost of the improvements to be assessed has been definitely ascertained and is in the sum of \$86,662.47, 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 \$86,662.47 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:

TAX SCHEDULE NO.: 2945-012-02-008 LEGAL DESCRIPTION: LOT 8 BLOCK 2 SECOND ADDITION TO O'NAN SUBDIVISION.
ASSESSMENT . . . \$2,222.11

TAX SCHEDULE NO.: 2945-012-02-009 LEGAL DESCRIPTION: LOT 9 BLOCK 2 SECOND ADDITION TO O'NAN SUBDIVISION.
ASSESSMENT . . . \$2,222.11

TAX SCHEDULE NO.: 2945-012-02-010 LEGAL DESCRIPTION: LOT 10 BLOCK 2 SECOND ADDITION TO O'NAN SUBDIVISION.

ASSESSMENT . . . \$2,222.11

TAX SCHEDULE NO.: 2945-012-02-011 LEGAL DESCRIPTION: LOT 11 BLOCK 2 SECOND ADDITION TO O'NAN SUBDIVISION.

ASSESSMENT . . . \$2,222.11

TAX SCHEDULE NO.: 2945-012-02-012 LEGAL DESCRIPTION: LOT 12 BLOCK 2 SECOND ADDITION TO O'NAN SUBDIVISION.

ASSESSMENT . . . \$2,222.11

TAX SCHEDULE NO.: 2945-012-02-013 LEGAL DESCRIPTION: LOT 13 BLOCK 2 SECOND ADDITION TO O'NAN SUBDIVISION.

ASSESSMENT . . . \$2,222.11

TAX SCHEDULE NO.: 2945-012-02-014 LEGAL DESCRIPTION: LOT 14 BLOCK 2 SECOND ADDITION TO O'NAN SUBDIVISION.

ASSESSMENT . . . \$2,222.11

TAX SCHEDULE NO.: 2945-012-03-001 LEGAL DESCRIPTION: LOT 1 BLOCK 3 OF BLOCKS 4 AND 7 AND PART OF BLOCK 3 O'NAN SUBDIVISION.

ASSESSMENT . . . \$2,222.11

TAX SCHEDULE NO.: 2945-012-03-002 LEGAL DESCRIPTION: LOT 2 BLOCK 3 FIRST ADDITION TO O'NAN SUBDIVISION.

ASSESSMENT . . . \$2,222.11

TAX SCHEDULE NO.: 2945-012-03-003 LEGAL DESCRIPTION: LOT 3 BLOCK 3 FIRST ADDITION TO O'NAN SUBDIVISION.

ASSESSMENT . . . \$2,222.11

TAX SCHEDULE NO.: 2945-012-03-004 LEGAL DESCRIPTION: LOT 4 BLOCK 3 FIRST ADDITION TO O'NAN SUBDIVISION.

ASSESSMENT . . . \$2,222.11

TAX SCHEDULE NO.: 2945-012-03-005 LEGAL DESCRIPTION: LOT 5 BLOCK 3 FIRST ADDITION TO O'NAN SUBDIVISION.

ASSESSMENT . . . \$2,222.11

TAX SCHEDULE NO.: 2945-012-03-006 LEGAL DESCRIPTION: LOT 6 BLOCK 3 FIRST ADDITION TO O'NAN SUBDIVISION.

ASSESSMENT . . . \$2,222.11

TAX SCHEDULE NO.: 2945-012-03-007 LEGAL DESCRIPTION: LOT 7 BLOCK 3 OF BLOCKS 4 AND 7 AND PART OF BLOCK 3 O'NAN SUBDIVISION.

ASSESSMENT . . . \$2,222.11

TAX SCHEDULE NO.: 2945-012-03-008 LEGAL DESCRIPTION: LOT 8 BLOCK 3 OF BLOCKS 4 AND 7 AND PART OF BLOCK 3 O'NAN SUBDIVISION.

ASSESSMENT . . . \$2,222.11

TAX SCHEDULE NO.: 2945-012-03-009 LEGAL DESCRIPTION: LOT 9 BLOCK 3 OF BLOCKS 4 AND 7 AND PART OF BLOCK 3 O'NAN SUBDIVISION.

ASSESSMENT . . . \$2,222.11

TAX SCHEDULE NO.: 2945-012-03-010 LEGAL DESCRIPTION: LOT 10 BLOCK 3 OF BLOCKS 4 AND 7 AND PART OF BLOCK 3 O'NAN SUBDIVISION.

ASSESSMENT . . . \$2,222.11

TAX SCHEDULE NO.: 2945-012-03-011 LEGAL DESCRIPTION: LOT 11 BLOCK 3 OF BLOCKS 4 AND 7 AND PART OF BLOCK 3 O'NAN SUBDIVISION.

ASSESSMENT . . . \$2,222.11

TAX SCHEDULE NO.: 2945-012-03-012 LOT 12 BLOCK 3 OF BLOCKS 4 AND 7 AND PART OF BLOCK 3 O'NAN SUBDIVISION.

ASSESSMENT . . . \$2,222.11

TAX SCHEDULE NO.: 2945-012-03-014 LEGAL DESCRIPTION: LOT 13A BLOCK 3 FIRST ADDITION TO O'NAN SUBDIVISION.

ASSESSMENT . . . \$2,222.11

TAX SCHEDULE NO.: 2945-012-03-018 LEGAL DESCRIPTION: LOT 13 BLOCK 3 FIRST ADDITION TO O'NAN SUBDIVISION EXCEPT THE NORTH 40 FEET.

ASSESSMENT . . . \$2,222.11

TAX SCHEDULE NO.: 2945-012-04-001 LEGAL DESCRIPTION: LOT 1 BLOCK 4 OF BLOCKS 4 AND 7 AND PART OF BLOCK 3 O'NAN SUBDIVISION.

ASSESSMENT . . . \$2,222.11

TAX SCHEDULE NO.: 2945-012-04-003 LEGAL DESCRIPTION: LOT 9 BLOCK 4 OF BLOCKS 4 AND 7 AND PART OF BLOCK 3 O'NAN SUBDIVISION.

ASSESSMENT . . . \$2,222.11

TAX SCHEDULE NO.: 2945-012-04-005 LEGAL DESCRIPTION: LOT 4 BLOCK 4 OF BLOCKS 4 AND 7 AND PART OF BLOCK 3 O'NAN SUBDIVISION.

ASSESSMENT . . . \$2,222.11

TAX SCHEDULE NO.: 2945-012-04-006 LEGAL DESCRIPTION: LOT 5 BLOCK 4 OF BLOCKS 4 AND 7 AND PART OF BLOCK 3 O'NAN SUBDIVISION.

ASSESSMENT . . . \$2,222.11

TAX SCHEDULE NO.: 2945-012-04-007 LEGAL DESCRIPTION: LOT 6 BLOCK 4 OF BLOCKS 4 AND 7 AND PART OF BLOCK 3 O'NAN SUBDIVISION.

ASSESSMENT . . . \$2,222.11

TAX SCHEDULE NO.: 2945-012-04-008 LEGAL DESCRIPTION: LOT 7 BLOCK 4 OF BLOCKS 4 AND 7 AND PART OF BLOCK 3 O'NAN SUBDIVISION.

ASSESSMENT . . . \$2,222.11

TAX SCHEDULE NO.: 2945-012-04-009 LEGAL DESCRIPTION: LOT 8 BLOCK 4 OF BLOCKS 4 AND 7 AND PART OF BLOCK 3 O'NAN SUBDIVISION.

ASSESSMENT . . . \$2,222.11

TAX SCHEDULE NO.: 2945-012-04-010 LEGAL DESCRIPTION: LOT 6 BLOCK PLAT OF LOTS 1-7-8-9-10-11&12 BLOCK 3 BLOCK 4 BLOCK 7 O'NAN SUBDIVISION.

ASSESSMENT . . . \$2,222.11

TAX SCHEDULE NO.: 2945-012-04-011 LEGAL DESCRIPTION: LOT 2 BLOCK 4 OF BLOCKS 4 AND 7 AND PART OF BLOCK 3 O'NAN SUBDIVISION.

ASSESSMENT . . . \$2,222.11

TAX SCHEDULE NO.: 2945-012-05-002 LEGAL DESCRIPTION: LOT 2 BLOCK 5 O'NAN SUBDIVISION.

ASSESSMENT . . . \$2,222.11

TAX SCHEDULE NO.: 2945-012-05-003 LEGAL DESCRIPTION: LOT 3 BLOCK 5 O'NAN SUBDIVISION.
ASSESSMENT . . . \$2,222.11

TAX SCHEDULE NO.: 2945-012-05-004 LEGAL DESCRIPTION: LOT 4 BLOCK 5 O'NAN SUBDIVISION.
ASSESSMENT . . . \$2,222.11

TAX SCHEDULE NO.: 2945-012-05-005 LEGAL DESCRIPTION: LOT 5 BLOCK 5 O'NAN SUBDIVISION.
ASSESSMENT . . . \$2,222.11

TAX SCHEDULE NO.: 2945-012-05-006 LEGAL DESCRIPTION: LOT 6 BLOCK 5 O'NAN SUBDIVISION.
ASSESSMENT . . . \$2,222.11

TAX SCHEDULE NO.: 2945-012-06-001 LEGAL DESCRIPTION: LOT 1 AND S 16 FT OF LOT 2 BLOCK
6 O'NAN SUBDIVISION.
ASSESSMENT . . . \$2,222.11

TAX SCHEDULE NO.: 2945-012-06-002 LEGAL DESCRIPTION: N 100 FT OF LOT 2 AND S 17 FT OF
LOT 3 BLOCK 6 O'NAN SUBDIVISION.
ASSESSMENT . . . \$2,222.11

TAX SCHEDULE NO.: 2945-012-06-003 LEGAL DESCRIPTION: N 100 FT OF LOT 3 BLOCK 6 O'NAN
SUBDIVISION.
ASSESSMENT . . . \$2,222.11

TAX SCHEDULE NO.: 2945-012-07-003 LEGAL DESCRIPTION: LOT 3 BLOCK 7 OF BLOCKS 4 AND 7
AND PART OF BLOCK 3 O'NAN SUBDIVISION.
ASSESSMENT . . . \$2,222.11

TAX SCHEDULE NO.: 2945-012-07-004 LEGAL DESCRIPTION: LOT 4 BLOCK 7 OF BLOCKS 4 AND 7
AND PART OF BLOCK 3 O'NAN SUBDIVISION.
ASSESSMENT . . . \$2,222.11

Dated at Grand Junction, Colorado, this 16th day of October, 1991.

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

By: Neva B. Lockhart, CMC

City Clerk

PASSED and ADOPTED this 16th day of October, 1991.

Conner W. Shepherd

President of the Council

Attest:

Neva B. Lockhart, CMC

City Clerk

RESOLUTION NO. 64-91

ACCEPTING A PETITION FOR THE ANNEXATION OF LANDS TO THE CITY OF GRAND JUNCTION, COLORADO, AND SETTING A HEARING ON SUCH ANNEXATION WILSON RANCH ANNEXATIONS NO. 1, 2, AND 3, WHICH SHALL BE ACCOMPLISHED IN A SERIES APPROXIMATELY 25.4 ACRES LOCATED AT 25 1/2 ROAD AND G 3/8 ROAD

WHEREAS, on the 16th day of October, 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:

WILSON RANCH ANNEXATION NO. 1

Beginning at a point lying 30.00 feet North and 24.00 feet West of the Southwest Corner SE 1/4 Section 34, T1N R1W, thence West 441.00 feet; thence North 370.00 feet; thence East 440.00 feet; thence North 500.00 feet; thence East 1.00 foot; thence South to the Point of Beginning.

WILSON RANCH ANNEXATION NO. 2

Beginning at a Point 900.00 feet North and 25.00 feet West of the Southwest Corner SE 1/4 Section 34, T1N R1W; thence North to the North Right-of-Way line of G 3/8 Road as dedicated in Book 997, Pages 330 and 331 of the records of the Mesa County Clerk and Recorder; thence East to the West line of the SE 1/4 Section 34, T1N R1W; thence South along said line to said Southwest Corner SE 1/4; thence West 24 feet; thence North 900 feet; thence West 1 foot to the Point of Beginning.

WILSON RANCH ANNEXATION NO. 3

All of Wilson Ranch Subdivision as recorded in Book 13, Pages 282 and 283, of the records of the Mesa County Clerk and Recorder.

and

Beginning 380.90 feet North from S 1/4 Corner Section 34, T1N R1W; thence North 938.95 feet; thence North 89 Degrees 57 min. 30 sec. East 1,296.50 feet; thence South 37 Degrees 25 Min. 00 Sec. West 271.65 feet; thence South 73 Degrees 38 Min. 00 Sec. West 174.67 feet; thence South 23 Degrees 01 Min. 00 Sec. West 288.40 feet; thence South 14 Degrees 48 Min. 00 Sec. West 152.52 feet; thence West 551.90 feet to Beginning and Beginning North 1,319.85 feet from S 1/4 Corner said Section 34 North 6.63 feet; thence North 89 Degrees 20 Min. 11 Sec. East 1,296.58 feet; thence South 20.70 feet; thence South 89 Degrees 57 Min. 30 Sec. West 1,296.50 feet to Beginning except Beginning 380.90 feet North from S 1/4 Corner said Section 34; thence North 290.43 feet; thence North 74 Degrees 10 Min. 00 Sec. East 75 feet; thence N 88 Degrees 01 Min. 10 Sec. East 596.96 feet; thence South 23 Degrees 10 Min. 00 Sec. West 200.22 feet; thence South 10 Degrees 00 Min. 00 Sec. West 275.00 feet; thence South 90 Degrees 00 Min. 00 Sec. West 551.00 feet to Beginning and except West 25.00 feet for road including the Right-of-Way for 25 1/2 Road as dedicated in Book 911 Page 54 of the records of the Mesa County Clerk and Recorder.

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 20th day of November, 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 16th day of October, 1991.

Conner W. Shepherd

President of the Council

Attest:

Neva B. Lockhart, CMC

City Clerk

RESOLUTION NO. 65-91

ACCEPTING A PETITION FOR THE ANNEXATION OF LANDS TO THE CITY OF GRAND JUNCTION, COLORADO, AND SETTING A HEARING ON SUCH ANNEXATION ALPINE MEADOWS ANNEXATION APPROXIMATELY 25.6 ACRES LOCATED SOUTH OF H ROAD AND WEST OF 27 ROAD

WHEREAS, on the 16th day of October, 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:

All of Alpine Meadows Subdivision as recorded in Book 1847 Page 355 of the records of the Mesa County Clerk and Recorder including adjoining R.O.W. for 27 Road lying West of the East Section Line of Section 35 T1N R1W; and

All of La Casa de Dominguez Subdivision Filing #3 as recorded in Book 13 Page 393 of the records of the Mesa County Clerk and Recorder.

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 20th day of November, 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 16th day of October, 1991.

Conner W. Shepherd

President of the Council

Attest:

Neva B. Lockhart, CMC

City Clerk

RESOLUTION NO. 66-91

ACCEPTING A PETITION FOR THE ANNEXATION OF LANDS TO THE CITY OF GRAND JUNCTION, COLORADO, AND SETTING A HEARING ON SUCH ANNEXATION BLUE HERON ANNEXATION APPROXIMATELY 180 ACRES LOCATED AT RIVER ROAD AND REDLANDS PARKWAY

WHEREAS, on the 16th day of October, 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:

Lots 27, 28, and 29 of Orchard Grove Subdivision lying south and west of Redlands Parkway R.O.W. including adjacent R.O.W. for 23 1/2 Road and all accreted land lying south of Lots 23 and 29 Orchard Grove Subdivision as per action No. 19066 Book 959 Page 269 of the records of the Mesa County Clerk and Recorder; and

That part of GLO Lot 1 in Section 8 T1S R1W lying south and east of Redlands Parkway R.O.W.; and

That part of the NW 1/4 NE 1/4 Section 8 T1S R1W lying south of Redlands Parkway R.O.W.; and

That part of the SE 1/4 NW 1/4 lying north of the north bank of the Colorado River; and

That part of the NE 1/4 NE 1/4 Section 8 T1S R1W and the West 46 feet of the NW 1/4 NW 1/4 Section 9 T1S R1W all lying South and West of River Road R.O.W. except the following described parcel; Beginning S 89 Degrees 54 Minutes 36 Seconds W 1327.51 feet from the common corner of Sections 4, 5, 8, and 9 T1S R1W thence N 0 Degrees 00 Minutes 09 Seconds E 312.04 feet thence S 56 Degrees 34 Minutes 41 Seconds E 448.57 feet along the R.O.W. for Redlands Parkway thence S 33 Degrees 25 Minutes 19 Seconds W 136.61 feet thence S 0 Degrees 19 Minutes 47 Seconds E 151.22 feet thence S 03 Degrees 43 Minutes 19 Seconds W 240.60 feet thence S 0 Degrees 19 Minutes 47 Seconds E 70 feet thence S 37 Degrees 51 Minutes 21 Seconds W 65.15 thence S 87 Degrees 20 Minutes 42 Seconds W 241.39 feet to the west line NE 1/4 NE 1/4 Section 8 T1S R1W thence N 0 Degrees 22 Minutes 14 Seconds W 572.99 feet to the Point of Beginning except all lands in the SE 1/4 SE 1/4 Section 5 T1S R1W; and

All of Mathews Subdivision, a replat of part of Lots 9 and 10, Riverside Subdivision; and

All of the public R.O.W. for River Road commencing at its intersection with the North line of the SE 1/4 NW 1/4 Section 15 T1S R1W and extending Northwesterly through Sections 15, 10, 9, 8, and 5 all in T1S R1W and termination at the SE corner extended of A Replat of Lot 18 Smith and Bailey's Riverside Subdivision, Section 6 T1S R1W; and

All public R.O.W. for U. S. Highway 6 & 50 located in Section 6 T1S R1W; and

All of the private R.O.W. of the Denver and Rio Grande Western Railroad beginning at the East line of Section 8 T1S R1W and extending Northwesterly through Sections 8, 5, and 6 T1S R1W and terminating at the North line of Section said Section 6; and

Beginning at the NW Corner of the SW 1/4 NW 1/4 of Section 9, T1S R1W of the Ute Meridian; thence along the West line of said SW 1/4 NW 1/4 S 0 Degrees 08 Minutes 51 Seconds E 1003.20 feet; thence S 63 Degrees 53 Minutes 51 Seconds E 152.38 feet; thence S 26 Degrees 06 Minutes 01 Seconds W 188.66 feet; thence S 0 Degrees 08 Minutes 51 Seconds E 135.65 feet; thence N 89 Degrees 57 Minutes

13 Seconds E 1059.74 feet; thence S 0 Degrees 02 Minutes 47 Seconds E 711.83 feet; thence N 90 Degrees 00 Minutes 00 Seconds E 200.00 feet to the East line of the W 1/2 SW 1/4 of said Section 9; thence along East line of said W 1/2 SW 1/4 S 0 Degrees 02 Minutes 50 Seconds E 468.59 feet to the North bank of the Colorado River; thence along said North bank the following ten courses: S 64 Degrees 47 Minutes 16 Seconds W 581.40 feet; thence N 85 Degrees 56 Minutes W 251 feet; thence N 32 Degrees 06 Minutes W 457 feet; thence N 40 Degrees 24 Minutes W 452 feet; thence N 5 Degrees 33 Minutes W 743.49 feet; thence N 11 Degrees 14 Minutes W 452 feet; thence N 28 Degrees 59 Minutes W 235 feet; thence N 32 Degrees 55 Minutes 265 feet; thence N 41 Degrees 19 Minutes W 137 feet; thence N 32 Degrees 41 Minutes 09 Seconds W 514.21 feet; thence leaving said North bank N 0 Degrees 09 Minutes 00 Seconds W 188.10 feet; thence 89 Degrees 55 Minutes 03 Seconds E 725.00 feet to the point of beginning; and

Commencing at the Northwest Corner of the SW 1/4 NW 1/4 of Section 9, T1S, R1W of the Ute Meridian; thence S 89 Degrees 55 Minutes 03 Seconds W 725.00 feet; thence S 0 Degrees 09 Minutes 00 Seconds E 188.10 feet to the North bank of the Colorado River and the true point of beginning; thence S 9 Degrees 00 Minutes 00 Seconds E 200 feet more or less to the center of the Colorado River; thence Southeasterly along the center of the Colorado River to the East line of the W 1/2 SW 1/4 of said Section 9; thence N 0 Degrees 02 Minutes 50 Seconds W 370 feet more or less to the North bank of the Colorado River; thence along said North bank the following ten courses: S 64 Degrees 47 Minutes 16 Seconds W 581.40 feet; thence N 85 Degrees 56 Minutes W 251 feet; thence N 32 Degrees 06 Minutes W 457 feet; thence N 40 Degrees 24 Minutes 452 feet; thence N 5 Degrees 33 Minutes W 743.49 feet; thence N 11 Degrees 14 Minutes W 163.66 feet; thence N 28 Degrees 59 Minutes W 235 feet; thence N 32 Degrees 55 Minutes W 265 feet; thence N 41 Degrees 19 Minutes W 137 feet; thence N 32 Degrees 41 Minutes 09 Seconds W 514.21 feet to the true point of beginning; and

Commencing at the NE Corner of the SW 1/4 NW 1/4 of Section 9, T1S, R1W of the Ute Meridian; thence S. 0 Degrees 02 Minutes 41 Seconds E 915.07 feet to the SE Corner of Blue Heron Industrial Park; thence S 89 Degrees 57 Minutes 19 Seconds W 242.41 feet to the true point of beginning; thence S 89 Degrees 57 Minutes 19 Seconds W 290.20 feet; thence along the arc of a curve to the right whose radius is 430 feet and whose long chord bears N 85 Degrees 50 Minutes 50 Seconds W 62.20 feet; thence N 81 Degrees 45 Minutes 00 Seconds W 474.70 feet; thence S 26 Degrees 06 Minutes 01 Seconds W 443.90 feet; thence S 0 Degrees 08 Minutes 51 Seconds E 135.65 feet; thence N 89 Degrees 57 Minutes 13 Seconds E 1059.74 feet; thence N 0 Degrees 02 Minutes 47 Seconds 30.0 feet; thence S 89 Degrees 57 Minutes 13 Seconds W 42.40 feet; thence N 0 Degrees 02 Minutes 47 Seconds W 431.12 feet to the true point of beginning; and

Commencing at the Northwest Corner of the NE 1/4 SE 1/4 of Section 9, T1S, R1W of the Ute Meridian; thence along the west line of said NE 1/4 SW 1/4 S 00 Degrees 02 Minutes 50 Seconds E 1241.63 feet to the North bank of the Colorado River and the true point of beginning; thence S 00 Degrees 02 Minutes 50 Seconds E 370 feet more or less to the center of the Colorado River; thence northeasterly along the center of the Colorado River to the east line of the NW 1/4 SE 1/4 of said Section 9; thence along said east line N 00 Degrees 00 Minutes 06 Seconds W 140 feet more or less to the North bank of the Colorado River; thence along said North bank the following fourteen courses: N 76 Degrees 07 Minutes 20 Seconds W 81.62 feet; thence N 62 Degrees 58 Minutes W 122.00 feet; thence N 65 Degrees 43 Minutes W 188.00 feet; thence N 78 Degrees 16 Minutes W 181.00 feet; thence N 80 Degrees 34 Minutes W 136.00 feet; thence N 85 Degrees 42 Minutes W 193.00 feet; thence S 83 Degrees 58 Minutes 293.05 feet; thence S 78 Degrees 41 Minutes W 160.00 feet; thence S 74 Degrees 19 Minutes 21 Seconds W 175.45 feet; thence S 70 Degrees 35 Minutes 247.00 feet; thence S 60 Degrees 53 Minutes W 290.00 feet; thence S 66 Degrees 55 Minutes 45 Seconds W 370.63 feet; thence S 68 Degrees 09 Minutes W 150.00 feet; thence S 73 Degrees 38 Minutes 44 Seconds W 183.61 feet to the true point of beginning, EXCEPTING THEREFROM the North 650 feet of the SE 1/4 SW 1/4, and also EXCEPT Lots 14 and 15 of Riverside Subdivision, all in said Section 9.

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 20th day of November, 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 16th day of October, 1991.

Conner W. Shepherd

President of the Council

Attest:

Neva B. Lockhart, CMC

City Clerk

RESOLUTION NO. 67-91

AUTHORIZING A FIVE YEAR LEASE OF CITY PROPERTY TO STEVEN BONNELL AND RODNEY BONNELL

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 Steven Bonnell and Rodney Bonnell for the lease of City property for a period of five years, commencing on November 1, 1991, and terminating on October 31, 1996, and for a total rental fee of \$10,000.20, subject to the several terms and conditions of the attached Lease Agreement.

PASSED and ADOPTED this 16th day of October, 1991.

Conner W. Shepherd

President of the City Council

Attest:

Neva B. Lockhart, CMC

City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into as of the 1st day of March, 1991 between the City of Grand Junction, a municipal corporation, hereinafter referred to as "City", and Steven Bonnell and Rodney

Bonnell, hereinafter referred to as "Lessees", whose address for the purpose of this Lease is 3333 Purdy Mesa Road, Whitewater, Colorado 81527.

A. City is the owner of the real property described in the attached Exhibit A, which is incorporated herein by reference and hereinafter referred to as the "Property".

B. Lessees desire 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 Lessees the Property and the improvements situated thereon.

1. The term of this Lease shall be for five years, commencing on the 1st day of November, 1991, and terminating on the 31st day of October, 1996.

For the purposes of this Lease, a "lease year" shall mean the period commencing on November 1 of each year during the term of this Lease and terminating on the 31st day of October of the succeeding year.

2. Lessees agree to pay City, as rental for the Property, improvements and appurtenances, the sum of \$10,000.20, payable as follows:

\$1,800.00 shall be paid on or before November 1, 1991
\$1,800.00 shall be paid on or before November 1, 1992
\$2,000.00 shall be paid on or before November 1, 1993
\$2,200.00 shall be paid on or before November 1, 1994
\$2,200.00 shall be paid on or before November 1, 1995

In the event rental payments are not received on or before the 10th day of November of each lease year, Lessees agree to pay a late charge of \$50.00 for each and every day following the specified due date, which late charge shall be added to the amount of rent due. This Lease, at the option of City, shall automatically terminate, and the City may immediately retake possession of the Property, if rental payments are not received on or before November 30 of each lease year.

3. (a) Lessees agree to timely pay any and all real estate taxes and improvement assessments which may be levied against the Property, and any taxes or assessments levied against the crops, livestock and other personal property of Lessees or any other leasehold interest acquired by Lessees under this Lease. Lessees further agree to pay any and all utilities charges and other expenses incurred in connection with Lessee's use and operation of the Property, including, but not limited to, all charges for natural gas, electricity, telephone and other utilities used on or in connection with the Property. Lessees shall pay any such charges on or before the date the same become due. (b) If Lessees fail 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 the rate of 15% per annum, shall be added to the amount(s) of the rent due and payable by Lessees.

4. The City specifically retains and reserves from this Lease any and all water and water rights owned by the City, including, but not limited to, any water rights which may have been previously used on or in connection with the Property, for whatever purpose. Subject to the provisions of this Section 4, and Sections 5 and 8, Lessees may have the right to use water as the City shall make available to Lessees for use on the Property as follows:

4.1 Lessees shall have the right to use up to 200 acre feet of City reservoir water for irrigation purposes for two ten day periods in July and August of each lease year, to be released through the outlet of the appropriated City reservoir, for no fees in addition to the basic rental for the Property; Provided, however, that the City shall have the right at any time to take possession and control of said water and water right for any purpose including, but not limited to, sale, exchange or conversion to municipal use. Prior to the 1992 irrigation season, the City agrees to install a concrete divider box in the Juniata Ditch where the

water is to be released to the Property, provided, however, that during the term of this lease, Lessees shall be responsible for, under the direction of the City, the proper care and maintenance of said divider box.

4.2 (a) In addition to water identified in paragraph 4.1, each lease year the City may, in its sole discretion, on or before the first day of May of each year, make additional water available for rent to Lessees by notification to Lessees in writing of the amount of irrigation water (expressed in terms of c.f.s. or acre feet) which may be available to Lessees to utilize on the Property during that lease year. (b) Within fifteen (15) days of written notification by the City, Lessees shall inform the City of the amount of water Lessees request to use for that year. The City shall determine, in its sole discretion, the water fee Lessee shall pay for this water, which amount shall be no less than \$2.00 per acre foot and no more than \$5.00 per acre foot. Lessees shall not be entitled to any water which is not paid for in full within the aforementioned fifteen (15) day period, and Lessees shall not be entitled to a refund for water paid for by them which they have not diverted or utilized.

4.3 Lessees shall also be entitled to utilize the City's right to divert water of 10 c.f.s. out of Kannah Creek through the headgate of the Juniata Ditch Enlarged, under Priority No. 716. Lessee's rights, however, shall in all respects be subordinate to the filling rights of the Juniata Enlarged Reservoir and the Purdy Mesa Reservoir.

4.4 All water made available to Lessees shall be released to Lessees upon three (3) days notice, provided the capacity to release such amount can be provided through the outlet of the appropriate City reservoir. The City shall release the water to Lessees and measure that water at the reservoir outlet, and it shall be the responsibility of Lessees to divert and transport such water from its point of release to its point of use.

4.5 Lessees shall exercise proper diligence to ensure that the amount water so made available is utilized to its full extent on and solely for the benefit of the Property and Lessee's operations thereon. Lessees shall utilize all water released to Lessees for the first and all subsequent lease years on the Property only and shall do so in a prudent and careful manner in order to obtain the most efficient use of the water for irrigation of the Property and as stock water for livestock kept and maintained on the Property. Lessees shall comply with all rules, regulations and valid administrative orders applicable to the water provided under this Lease.

4.6 By utilizing the water released to them by the City, Lessees agree to waive and forego any claim, cause of action or demand Lessees may have against the City, its officers, employees and agents for injury to, or destruction of, any property, real and personal, including any livestock of Lessees or any third person that may be lost, injured, destroyed or devalued as a result of the act, or failure to act, of Lessees or any third person; and to indemnify the City, its officers, employees agents and to hold the City, its officers, employees and agents harmless from any and all claims, damages, actions, costs and expenses of every kind in any manner arising out of, or resulting from, Lessee's use or non-use of the water.

5. Lessee shall cooperate with and assist the City in developing and implementing long range programs to ensure that the water and water rights associated with the Property are put to beneficial use on the Property. Lessees shall, at Lessee's sole cost, provide the labor and capital necessary to improve crop production on the Property through the rehabilitation of existing fields and the cultivation of additional fields as specified in said programs.

5.1 Lessees shall furnish, at Lessee's sole expense, all labor and machinery during the term of this Lease, and shall plant, raise, cultivate, irrigate and thresh all crops grown on the demised premises at Lessee's own expense. Lessees shall be entitled to and responsible for all proceeds and debts and debt losses incurred and associated with all crops grown on the premises.

5.2 Lessees shall cultivate and irrigate the Property in a good and husbandlike manner in accordance with the best methods of cultivation and irrigation practices in the County of Mesa, State of Colorado.

5.3 Lessees agree to cooperate and comply with all farm crop programs promulgated by the United States or the State of Colorado and approved by the City.

5.4 The type and quantity of fertilizer, herbicides and other chemicals shall be selected after the advice and consent of the City.

5.5 Lessees shall be responsible for ensuring that the water is transported through clean irrigation ditches of adequate size from the point of release to the point of use.

5.6 Lessee's right to use the water as described above shall be subject to the express conditions of this paragraph 5.6. If the City, in its sole discretion, requires the use of some or all of the water described in this Lease, notwithstanding prior notice to the contrary, the City has the right, upon 15 days written notice to Lessees, to use, transfer and possess all of the water described in this Lease at locations and for the purposes deemed necessary by City, even though such purposes and location are adverse to the needs and uses of Lessees.

5.7 Lessees shall be responsible for adjusting all headgates in a manner that provides for releasing to the Property the proper amount of water that is adjudicated to, or may be beneficially applied for the benefit of, the Property. Lessees shall record the dates of irrigation and the number of acres on which water is applied to adequately provide for the development of historic consumptive use records.

6. Lessees agree to:

6.1 At Lessee's sole cost and expense, install, maintain and repair all fences and gates and shall ensure that all gates and fences upon the Property are properly installed and functioning. All fences shall be "lawful fences" as defined by Colorado law.

6.2 At Lessee's sole cost and expense, maintain and keep the Property and all improvements and buildings upon the Property, including, but not limited to, fixtures, roofing, plumbing, heating and ventilation systems, wiring, glass, fences, gates, wells and well systems, pumps and pump systems, cattle guards and all other improvements on the Property, in the same or better condition as they were at the commencement of this Lease or, if improvements have been made, to the condition after improvement, 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 Lessees entered the Property, reasonable use and wear excepted.

6.3 Keep the Property free from all litter, dirt, debris and obstructions, and shall not commit or permit to be committed any waste on the Property or demised premises. Lessees agree that all uses shall be lawful uses only. No hazardous wastes shall be kept or discharged on the Property.

6.4 Install no structural improvements without the prior written consent of the City, which consent shall not be unreasonably withheld.

6.5 Waive and forego any claim, cause of action or demand Lessees may have against the City, its officers, agents and employees for injury to or destruction of any property of Lessees or any third person that may be lost, injured, destroyed or devalued as a result of the act, or failure to act, of Lessees or any third person; and to indemnify the City, its officers, employees and agents and to hold the City, its officers, employees and agents harmless from any and all claims, damages, actions, costs and expenses of every kind in any manner arising out of, or resulting from Lessee's use of the Property.

6.6 At Lessee's sole expense and during the term of this Lease, purchase and maintain in effect suitable "Farmowner's Comprehensive" liability insurance which will protect the City, its officers, employees and agents and assets of the City, 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, and a policy which insures the Property and all improvements thereon. All required policies shall have terms and amounts approved by the City's Risk Manager. Such insurance shall not be cancellable without thirty (30) days prior written notice to the City and shall be written for at least a minimum of \$500,000.00, combined single limit. The certificate of insurance must be deposited with the City and must designate the City of Grand Junction, its officers,

employees and agents as additional insureds. If a policy approved by the Risk Manager is not at all times in full force and effect, this Lease shall automatically terminate.

6.7 At Lessee's sole expense and during the term of this Lease, purchase and maintain in effect suitable extended coverage insurance on all insurable improvements on the Property, to the full extent of their value, but no less than \$20,000.00. Such insurance shall not be cancellable without thirty (30) days prior written notice to the City and must designate the City of Grand Junction, its officers, employees and agents as additional insureds. The certificate of insurance must be deposited with the City and must designate the City of Grand Junction, its officers, employees and agents as additional insureds. If a policy approved by the Risk Manager is not at all times in full force and effect, this Lease shall automatically terminate.

6.8 Use the Property for ranching and farming operations only and conduct said operations in a proper and workmanlike manner and in a manner that will not over-graze, cause deterioration of or destruction to the Property. Use of the Property for outfitting or guide purposes by the Lessees is prohibited.

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

7. Lessees warrant that they have thoroughly and carefully inspected the Property and demised premises and accept the same in its present condition. Lessees agree that the condition of the Property is sufficient for the purposes of Lessees. The City makes no warranties nor promises that the Property is sufficient for the purposes of Lessees.

8. During the term of this Lease, Lessees shall have the exclusive right-of-way for ingress and egress, to and from the Property; provided, however, that the City, its officers, agents, and employees retain the right to be on the Property during emergencies and may inspect the Property at anytime. The City, at its option, shall have the right to enter the Property to construct such facilities as it deems necessary for the City to utilize the water and water rights associated with and appurtenant to the Property for municipal or other use. Following such construction the City shall have the right to use said water rights or make them available to the Lessees as the City deems appropriate.

9. The City retains and reserves for its sole use, lease, sale, or other disposition all oil, gas, coal and other minerals and mineral rights underlying or appurtenant to the Property, together with the rights of ingress and egress to and from the Property for the purpose of exploring, developing, mining, producing and removing any such minerals, oil, gas and coal.

10. Lessees shall, after the last day of the term of this Lease or any extension or upon earlier termination of this Lease, surrender to the City the Property in good order, condition and state of repair, reasonable wear and use excepted. Should Lessees fail, for whatever reason, to vacate the premises at the end or when this lease is terminated, Lessees agree to pay to the City the sum of \$50.00 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 \$50.0 is an appropriate liquidated damages amount.

11. Lessees agree that all fences, gates and other improvements of a permanent nature constructed or installed on the Property during the term of this Lease, whether by City or Lessees, shall be and remain the sole property of the City upon termination or expiration of this Lease.

12. On or before July 31 of each calendar year, the terms and conditions of this Lease shall be reviewed by the Lessees and the City. Unless changed by an amendment of mutual agreement, the terms and conditions of this Lease will remain the same.

13. Except as otherwise provided for (automatic and immediate termination), if Lessees are 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 Lessees fail within any such 30 day period to remedy any default specified in the City's notice, this Lease shall automatically terminate. If Lessees remedy such default, Lessees

shall not thereafter have the right of 30 days (to remedy) with respect to the same default, but rather, the Lessee's rights shall, with respect to a subsequent similar default, terminate upon the giving of notice by the City. Any notices sent pursuant to this agreement shall be delivered by United States certified mail, return receipt requested, and shall be considered served upon Lessees as of the date of mailing indicated on the postal receipt. All notices shall be sent to Lessees at 3333 Purdy Mesa Road, Whitewater, Colorado 81527. All notices sent to the City by Lessees shall be addressed to the City of Grand Junction, Attention Property Agent, 250 North 5th Street, Grand Junction, Colorado, 81501.

This Lease shall automatically terminate in the event Lessees: become insolvent; are subject to a bankruptcy filing whether or not voluntary or involuntary; are subject to an assignment for the benefit of creditors or if a receiver is appointed; if Lessees should become disabled or suffer death; if Lessees fail in any manner to comply with any of the terms, covenants, or conditions of this Lease to be kept and performed by Lessees; or should Lessees, 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.

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

Upon termination of this Lease, Lessees shall remove all personal property and livestock from the property and demised premises within 30 days from the date of termination. If Lessees fail to remove Lessee's personal property and livestock 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 Lessee's. Lessees hereby agree that items not timely removed may be sold by the City to cover expenses with net proceeds after expenses paid to Lessees. The City may also set off amounts owed under this Lease against proceeds of said sale.

14. Lessees shall not sublet, assign or transfer any of Lessee's interests in this Lease, or enter into any contract or agreement affecting Lessee's interest in this Lease, without obtaining prior written approval of the City.

15. If the premises are damaged due to fire or other casualty, the City shall have no obligation to repair the improvements nor to otherwise make the premises usable or occupiable; damages shall be at Lessee's risk. If the City determines not to perform repairs or to otherwise make the premises usable or occupiable, Lessees may terminate this Lease by giving Lessee's notice to the City that the lease is terminated. The City may, however, at its election, apply the proceeds of any insurance obtained by Lessees for this purpose, to repair the damaged improvements.

16. 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. Lessees shall save, indemnify and hold the City, its officers, employees and agents harmless against all liability or loss, and against all claims or actions based upon or arising out of any claim, lien, damage or injury, (including death), to persons or property caused by Lessees or sustained in connection with the performance of this Lease or by conditions created thereby, or based upon any violation of any statute, ordinance, code or regulation, and the defense of any such claims or actions, including attorney's fees.

Lessees shall also pay and indemnify the City of Grand Junction, its officers, employees and agents against all liability and loss in connection with, and shall assume full responsibility for payment for 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.

17. In the event the City uses its City Attorney or engages an attorney to enforce the City's rights hereunder, Lessees agree to pay for the value or cost of such attorney fees, 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.

18. The provisions of this Lease shall not inure to the benefit of the heirs, successors and assigns of the parties hereto. The obligation of the City to proceed with the terms and conditions of this Lease is expressly subject to the Council of the City approving and ratifying this Lease within thirty (30) days of execution of this Lease by the City Manager. If such approval is not obtained within said 30 day period, then this Lease shall be of no force and effect.

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

THE CITY OF GRAND JUNCTION
a municipal corporation

City Manager Date

ATTEST:

City Clerk Date

LESSEE:

Steven Bonnell Date

LESSEE:

Rodney Bonnell Date

EXHIBIT A

DESCRIPTION OF PROPERTY:

Township 2 South, Range 2 East of the Ute Meridian:

Section 25: SE 1/4 SW 1/4, NW 1/4 SE 1/4, and all that part of the N 1/2 SW 1/4, SE 1/4 NW 1/4, S 1/2 NE 1/4, NE 1/4 NE 1/4 lying South and East of Lands End Road;

Section 35: SE 1/4 NE 1/4, excluding the North 100 feet;

Township 12 South, Range 98 West, 6th Principal Meridian:

Commencing at the SW Corner of Section 36, thence East along the South line of said Section 36 a distance of 660.00 feet to the True Point of Beginning, said point being the Southwest corner of that tract of land conveyed by instrument in Book 1145, Page 824 filed with the Mesa County Clerk and Recorder's office; thence S 89 deg. 55 min. 31 sec. E a distance of 3314.31 feet, more or less; thence N 00 deg. 59 min. 04 sec. E along a strand barbwire fence for livestock purposes a distance of 529.82 feet, more or less, to an existing fence corner; thence N 84 deg. 34 min. 44 sec. W along said fence line a distance of 906.87 feet; thence continuing along said fence line S 01 deg. 51 min. 29 sec. a distance of 80.46 feet, more or less, to an existing fence corner; thence S 88 deg. 57 min. 38 sec. W along said fence line a

distance of 412.29 feet; thence continuing along said fence line S 89 deg. 28 min. 22 sec. W a distance of 916.30 feet, more or less, to an existing fence corner; thence N 50 deg. 54 min. 21 sec. W along said fence line a distance of 850.80 feet, more or less, to an existing fence corner; thence S 00 deg. 04 min. 01 sec. W along said fence line a distance of 1009.63 feet, more or less, to the True Point of Beginning.

2. Parking - the lots meet the City Code as far as off-street parking is concerned (two spaces per dwelling unit); regarding the on-street parking especially around the cul-de-sac, the driveways are spaced rather closely together. The Planning Commission was concerned that there would not be enough room for on-street parking around the cul-de-sac.

Mr. Dale Beede, 694 26-1/2 Road, was present representing Mr. Dorsey, the petitioner. Mr. Beede stated that these townhomes are being marketed primarily to widows, widowers, and retirees. Approximately 95% of the prospective inhabitants stated they have only one car.

There were no opponents, letters, or counterpetitions. Upon motion by Councilman Theobold, seconded by Councilman Nelson and carried with Councilman BESSINGER voting NO, the Final Plan and Plat for 22 residences on 2.92 acres in an existing Planned Residential (PR) Zone located at Elm Avenue and 28-1/4 Road was approved, subject to review agency's comments.

RESOLUTION NO. 68-91 CHAMBER OF COMMERCE REQUEST FOR CITY SPONSORSHIP OF BROADWAY BEAUTIFICATION PROJECT - APPROVED AS AMENDED

Bob Arcieri, 1525 N. 1st Street, was present representing the Chamber of Commerce Beautification Project. He explained that a weed barrier will be used and covered with gravel. Junipers need to be planted when the weed barrier is installed. Councilman Bennett stressed the fact that he wanted the Chamber of Commerce to be held responsible for perpetuity for weed control and for cleanup of the area.

Mr. Arcieri continued that the curb, gutter, and major site improvements would be handled through a State contract. The State Highway Department would actually administer it.

Diane Schwenke, Chamber of Commerce Director, stated that the Beautification Fund began as a memorial fund for Merle Jensen. It has been supplemented with fund raising efforts. There is currently a balance in that fund of approximately \$6,000.

The following Resolution was presented: (See next page.). City Attorney Wilson recommended that a new sub-paragraph 3 be added to the Resolution which would indicate that the Chamber of Commerce would permanently clean and police the area, and replace plantings on as-needed basis, and segregate and maintain separately from other chamber funds, a Maintenance Beautification Fund.

Upon motion by Councilman Theobold, seconded by Councilman McCurry and carried by roll call vote with Councilman BESSINGER voting NO, the Resolution was passed and adopted as amended, with the Chamber of Commerce proposal as an attachment.

Councilman Theobold recognized Eileen Jensen who was in the audience, and who has spearheaded this project. He expressed appreciation for all her effort.

ORDINANCE NO. 2541 - ADDING SECTION 5-5-1 N. (ESTABLISHING PARKING REQUIREMENTS FOR THE DOWNTOWN) TO THE GRAND JUNCTION ZONING AND DEVELOPMENT CODE

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

Upon motion by Councilman McCurry, seconded by Councilman Theobold and carried, the following entitled proposed ordinance was called up for final passage and read by title only: ADDING SECTION 5-5-1 N. (ESTABLISHING PARKING REQUIREMENTS FOR THE DOWNTOWN) TO THE GRAND JUNCTION ZONING AND DEVELOPMENT CODE.

There were no comments. Upon motion by Councilman Theobold, seconded by Councilman Baughman and carried by roll call vote, the Ordinance was passed and adopted, numbered 2541, and ordered published.

ORDINANCE NO. 2542 - ESTABLISHING A WATERSHED DISTRICT AND ESTABLISHING PROCEDURES AND STANDARDS FOR WATERSHED DISTRICT PERMITS - CONTINUED TO NOVEMBER 6, 1991

Upon motion by Councilman McCurry, seconded by Councilman Theobold and carried, this item was continued to November 6, 1991.

POLICE STATION REMODELING - ACCEPT RECOMMENDATION TO PROCEED WITH REMODELING OF POLICE STATION IN CONJUNCTION WITH UMTRA ACTIVITIES - ACCEPT CHAMBERLIN AND ASSOCIATES' PROPOSAL NOT TO EXCEED \$38,285 FOR DESIGN SERVICES ASSOCIATED WITH THE REMODELING

Upon motion by Councilman Theobold, seconded by Councilman McCurry and carried, the recommendation to proceed with remodeling of the Police Station in conjunction with UMTRA activities was accepted.

Upon motion by Councilman McCurry, seconded by Councilman Theobold and carried, Chamberlin and Associates' Proposal not to exceed \$38,285 for Design Services associated with the remodeling of the Police Station was accepted.

RESOLUTION NO. 68-91

CONCERNING THE PRIMARY SPONSORSHIP BY THE CITY OF THE CHAMBER OF COMMERCE COLORADO HIGHWAY 340, BROADWAY BEAUTIFICATION PROJECT, MEMORIAL PARKWAY SECTION.

WHEREAS, the City of Grand Junction recognizes the importance of maintaining an attractive and inviting civic environment, and recognizes the good efforts of the Chamber to eliminate the visual blight found at the entrances to our city in order to encourage travellers to stop and enjoy the city's amenities; and, WHEREAS, the Chamber has, to this end, already secured funding in the amount of \$50,000;

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

- 1) The City shall become the primary sponsor and co-applicant for grant monies to be awarded by the Colorado Department of Highways for the purpose of beautifying the entrances to the City of Grand Junction;
- 2) The City shall adopt the following responsibilities in connection with this sponsorship:
 - a) Funding of no more than 50% of site improvement costs, including partial plantings (the remaining percentage of site improvement costs to be funded by the Colorado Department of Transportation and the Chamber of Commerce).
 - b) Design review and recommendations.
 - c) Limited Operation & maintenance of automatic irrigation system, electrical billings for controller clock, infrequent weeding, pruning, fertilization, and pest control, with substantial O/M funding to be obtained by the Chamber.
- 3) The Chamber of Commerce shall permanently:

- a) Clean & police the area, and replace planted flora on an as needed basis.
- b) Segregate and maintain separately from the Chamber monies fund a maintenance "Beautification" fund.
- 4) Attached is the proposal which further explains the obligation, purposes, and elements of the program and the grant.

PASSED and ADOPTED this _____ day of _____, 1991.

President of the Council

ATTEST:

City Clerk

REQUEST FOR FUNDING PARTICIPATION TO THE COLORADO DEPARTMENT OF
TRANSPORTATION

COLORADO HIGHWAY 340 BROADWAY BEAUTIFICATION PROJECT MEMORIAL PARKWAY
SECTION

Sponsorship

The Broadway Beautification Project is currently being sponsored by the Grand Junction Area Chamber of Commerce with a request pending before the City of Grand Junction to assume primary sponsorship.

Project Selection

In recent years, the Chamber of Commerce has committed itself to a major beautification effort enveloping the entirety of the Grand Valley, with particular attention given to the various community entrances. The Chamber selected Colorado Highway 340 as its first major project because of its high visibility, great potential for improvement, and its critical linkage from the City of Grand Junction to the Colorado National Monument, the much developed Redlands area, and the soon to be Connected Lakes State Park.

Project Location

The proposed project is located in Mesa County on the westerly edge of the City of Grand Junction. It is located completely within the right-of-way of Colorado Highway 340, which is locally known as "Broadway". The project limits extend from the Colorado River on the east to Mayfield Drive on the west, a distance of approximately 2,670 linear feet.

Project Description

The involved section of Colorado Highway 340 is a four-lane, divided highway. The proposed project addresses the improvement of the median strip which is presently 43 ft. wide. Anticipated improvements include: the installation of barrier curb and gutter (Type II) around the median; removal of substandard fencing; placement of fill materials; grading and drainage modifications; soil preparation; an automatic bubbler irrigation system; and the placement of river rock top dressing over weed barrier. The entire project is specifically designed for extremely low maintenance.

Memorial Parkway Concept

Plantings of trees are not included in the funding request to the Colorado Department of Transportation or to the City of Grand Junction. The Chamber will provide these plantings over time as funding becomes available from private sources. The Chamber will seek out donations from groups or individuals who wish to provide a tree in memory of a loved-one. This process will likely require several years for completion. The Chamber will assume administrative responsibilities for funding acquisition, installation and maintenance of the plant materials.

Public-Private Partnership

As currently envisioned, the various aspects of the project--construction, landscaping, operation, and maintenance--would involve a partnership of the State of Colorado, the City of Grand Junction, the Chamber, Redlands Water and Power Company, civic groups, garden clubs, local businesses, and private individuals, with responsibilities as follows:

Proposed Responsibilities

1. Colorado Department of Transportation

- * Funding 50% of site improvement costs, including partial plantings.
- * Technical design & engineering assistance.
- * Project coordination and bidding.

2. City of Grand Junction

- * Funding 50% of site improvement costs, including partial plantings.
- * Design review and recommendations.
- * Limited operation & maintenance: manage automatic irrigation system, electrical billings for controller clock (no pump), infrequent weeding, pruning, fertilization, and pest control. Substantial O/M funding obtained by Chamber.

3. Redlands Water and Power Company

- * Provide agricultural water supply.
- * Tap main line for water supply.

4. Chamber of Commerce

- * Provide design fees.
- * Administer design and construction program.
- * Administer memorial parkway program.
- * Acquire funding for partial plant installation.
- * Obtain operation and maintenance funding in an amount equal to the original cost of tree installation.
- * Administer replacement of dead plant materials from O/M fund.
- * Administer a clean-up maintenance program, such as "adopt-a-highway" through the participation of "Partners" or similar organization.
- * Provide design, construction and administration of a second phase of beautification aimed at the improvement of both outside edges of highway from asphalt to right-of-way.

SPECIFIC FUNDING REQUESTS

The following funding requests are respectfully made and the following funding commitments are given. Please see attached cost estimates for derivation of amounts included; design and in-kind services not included.

Funding Requests: Project Improvements

Colorado Department of Transportation \$96,625

City of Grand Junction \$96,625

Funding Commitment: Installation of Trees

Grand Junction Area Chamber of Commerce \$11,655

Funding Commitment: Operations and Maintenance

Grand Junction Area Chamber of Commerce \$11,655

COLORADO HIGHWAY 340 BROADWAY BEAUTIFICATION PROJECT MEMORIAL PARKWAY SECTION

PRELIMINARY BUDGET

Median Strip Only

SITE IMPROVEMENTS

1. REMOVALS

Fence, Trash, Vegetation \$500.00

2. CURB & GUTTER (Type II)

Concrete

Asphalt Removal

Preparation & Compaction

Road Base

Asphalt Patching

Traffic Control

5,040 LF @ \$13.50/LF 68,040.00

3. SOIL PREPARATION

Chisel Plowing

Interface Plowing

Fill Material

Grading 19,320.00

4. ENCASEMENTS

Irrigation Lines - Burial

Bridge Passage 2,500.00

5. SIGNAGE

Relocations

Additions 4,000.00

6. GUARD RAILS

Upgrading ---

7. AUTOMATIC IRRIGATION SYSTEM 27,288.00

8. WEED BARRIER 15,048.00

9. RIVER ROCK TOP DRESSING 16,880.00

10. PLANTING:

258 Shrubs, 5 gallon @ \$25 per shrub
 672 Junipers (groundcover), 5 gallon @ \$25 per plant 23,250.00

Subtotal \$176,826.00

CONTINGENCY
 10% \$15,357.00
 Pump Option 1,000.00

TOTAL COST ESTIMATE - SITE IMPROVEMENTS \$193,183.00

INSTALLATION OF TREES OPERATION AND MAINTENANCE FUND*
 Median Strip Only

Quan.	Plant Type & Size	Installation Fund	O/M Fund
			40Shade Trees, 1 1/2 in. caliper @ \$300 per tree\$6,000\$6,000
25	Ornamental Trees, 1 ft. caliper @ \$150 per tree	1,875	1,875
21	Evergreen Trees, 5 ft. - 6 ft. @ \$360 per tree	3,780	3,780
	TOTAL ALLOCATED TO EACH FUND	\$11,655	\$11,655

*Funds obtained by the Grand Junction Area Chamber of Commerce from private sources.

ADJOURN TO EXECUTIVE SESSION

Upon motion by Councilman McCurry, seconded by Councilman Bessinger and carried, the meeting was adjourned to Executive Session to discuss MCEDC, Inc., request for the City Council to provide funds for an Incentive Grant.

Neva B. Lockhart, CMC

 Neva B. Lockhart, CMC
 City Clerk