

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

DECEMBER 4, 1991

The City Council of Grand Junction, Colorado, convened in regular session the 4th day of December, 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 Theobald, and President of the Council Conner Shepherd. Also present were City Manager Mark Achen, 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. The audience remained standing during the invocation by Pastor Terry Baxter of the Grand Junction Baptist Church.

PROCLAMATIONS/RECOGNITIONS

PROCLAMATION DECLARING DECEMBER 15 - 21, 1991, AS "BILL OF RIGHTS WEEK" IN GRAND JUNCTION

PRESENTATION OF APPRECIATION PLAQUE TO STEVE LOVE FOR OVER FOUR YEARS OF SERVICE ON THE PLANNING COMMISSION

PRESENTATION OF APPRECIATION PLAQUE TO MIKE SUTHERLAND FOR OVER TWO YEARS OF SERVICE ON THE FORESTRY BOARD

PRESENTATION OF APPRECIATION PLAQUE TO HAROLD O'NEAL FOR OVER SIX YEARS OF SERVICE ON THE CONTRACTORS' LICENSING BOARD

* * * CONSENT CALENDAR * * *

Upon motion by Councilman Theobald and seconded by Councilman Nelson, and carried by roll call vote with the following result, the Consent Calendar was approved:

1. Approve minutes of the Regular Meeting November 20, 1991 Voting AYE: Unanimous

2. Award Contract for Gasoline and Diesel Fuel for 1992

Bids were opened November 15th for the 1992 gasoline and diesel fuel contract. Five (5) local distributors were invited to bid, only one bid was received from Lipson Oil Co. LOCO's bid totals \$201,423 (estimate). The Equipment Fund has budgeted \$193,121 for gas and diesel fuel purchases next year.

Voting AYE: Unanimous

3. Approve Grand Junction Rural Fire District Agreement

Authorization of this contract with the Grand Junction Rural Fire District for 1992 will result in revenue to the City of

\$1,009,210, including \$6,827 for the Rural Fire District's share of the SARA budget. The contract is essentially the same as in previous years, with a modification to allow for payment adjustments during the City's budget review process for the following year.

Voting AYE: Unanimous

4. *Resolution No. 78-91 accepting a petition for the annexation of lands to the City of Grand Junction, Colorado, and setting a hearing on such annexation (see next page).

Alpine Meadows Annexation - Approximately 25.6 acres located south of H Road and west of 27 Road.

Voting AYE: Unanimous

5. *Resolution No. 79-91 authorizing a 3-year dry grazing lease with William Mertz for 240 acres of City property located south of Whitewater (see next page).

Mr. Mertz has held two successive 1-year leases on this property since 1989. Mr. Mertz has installed over 2 miles of new fence and posts, and removed several loads of metal junk and trash. Mr. Mertz uses the property to graze goats and mules.

Voting AYE: Unanimous

6. *Resolution No. 80-91 authorizing a 3-year lease with JESST, Inc., the new owner, dba Wrigley Field, of City parking lot on North 18th Street (adjacent to Fire Station #2) (see next page).

The proposed lease would allow patrons of Wrigley Field Restaurant to utilize this parking lot for a period of 3 years commencing December 1, 1991. JESST, Inc., would be responsible for maintaining the parking lot and for the payment of general property taxes (est. @ \$400). Rent would begin at \$200 per month with 5% increases per annum.

Voting AYE: Unanimous

7. Approve contract to initiate the preparation of a Park, Recreation, and Open Space Master Plan for the City of Grand Junction

Design Workshop of Aspen, Colorado, was selected to prepare the Park, Recreation, and Open Space Master Plan for the City of Grand Junction. This plan will project future park, recreation, and open space needs for the next 10 years and will contain a proposed 10-year capital improvement plan.

Voting AYE: NELSON, THEOBOLD, MCCURRY, SHEPHERD. Voting NO: BAUGHMAN, BENNETT, BESSINGER

RESOLUTION NO. 78-91

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 4th day of December, 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 TIN RIW; 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 8th day of January, 1992, 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 4th day of December, 1991.

Attest:

President of the Council

City Clerk

RESOLUTION NO. 79-91

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

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

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

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

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

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

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

and;

WHEREAS, William Arthur Mertz is desirous of securing from the City a dry grazing lease for the above described real property for a term of three years and for a total rental fee in the amount of \$915.00.

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

That the City Manager be authorized, on behalf of the City and as the act of the City, to execute the attached Ground Lease agreement with William Arthur Mertz for the lease of said real property for a term of three years, commencing on the 1st day of January, 1992, and terminating on the 31st day of December, 1994, and for a total rental fee of \$915.00; subject to the several terms and conditions of the attached Ground Lease.

PASSED and ADOPTED this 4th day of December, 1991.

Attest:

NAME

President of City Council

Neva B. Lockhart, CMC

City Clerk

GROUND LEASE

THIS GROUND LEASE is entered into as of the 1st day of January, 1992, between The City of Grand Junction, a municipal corporation, hereinafter referred to as "City", and William Arthur Mertz, hereinafter referred to as "Lessee", whose address for the purpose of this Lease is P.O. Box 204, Clifton, Colorado 81520.

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

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

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

and also;

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

Section 30: Lots 2 & 4

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

Section 31: N1/2 NW1/4

All in Mesa County, Colorado and hereinafter referred to as the "Property".

B. Lessee desires to lease the Property for dry grazing purposes.

C. The 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 at on the 1st day of January, 1992, and terminate on the 31st day of December, 1994. For the purposes of this Lease, a Lease Year shall commence on January 1 of each calendar year during the term of this lease and terminate on December 31 of the same year

2. Lessee agrees to pay City as rental for the Property the total amount of \$915.00, due and payable as follows: For the first Lease Year, Lessee shall pay to the City the amount of \$290.00 on or before January 1, 1992; For the second Lease Year, Lessee shall pay to the City the amount of \$305.00 on or before January 1,

1993; For the third Lease Year, Lessee shall pay to the City the amount of \$320.00 on or before January 1, 1994. In the event payment of the rent is not received on or before the said due dates, this Lease shall automatically terminate and the City may immediately retake possession of the Property.

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

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

5. Lessee agrees to:

a. Maintain the Property, including but not limited to all fences, gates and all other improvements on the Property, in the same or better condition as they were at the commencement of this Lease, all at Lessee's expense, and at the expiration of this Lease, surrender the Property and improvements thereon to City, in as good a condition as when Lessee entered the Property, reasonable use and wear excepted.

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

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

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

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

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

Property. Lessee acknowledges that in the event such materials or tailings must be removed, Lessee shall cooperate fully with any and all such removal efforts and that Lessee waives and releases the City and its officers, agents and employees from any claims for lost profits or lost opportunities. City agrees to keep Lessee informed concerning any plans to remove such materials and tailings, but the City reserves the right, as owner, to approve the plan(s) for remediation or removal. If Lessee elects, Lessee may terminate this Lease if the plan(s) approved by the City are unacceptable. In such event, Lessee shall be thereafter released from his obligation to pay rent.

8. During the term of this Lease, Lessee shall have the exclusive right-of-way for ingress and egress to and from the Property, provided that the City, its officers, agents and employees retain the right to be on the Property during emergencies and may inspect the Property at anytime.

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

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

11. If Lessee is in default in the performance of any term or condition of this Lease, the City may, at its option, terminate this Lease upon 30 days written notice. If Lessee fails within any such 30 day period to remedy any default specified in the City's notice, this Lease shall terminate. All notices sent pursuant to this agreement shall be delivered by United States certified mail, return receipt requested, and shall be considered served upon Lessee of the date of mailing indicated on the postal receipt. All notices shall be sent to Lessee at P.O. Box 204, Clifton, Colorado 81520. All notices to the City shall be sent to the City Property Agent, 250 North 5th Street, Grand Junction, Colorado 81501.

12. Lessee shall not sublet, assign or transfer any of his interests in this Lease, or enter into any contract or agreement affecting Lessee's interest in this Lease, without obtaining prior written approval of the City. Further, Lessee shall install no structural improvements without the prior written consent of the City, which consent shall not be unreasonably withheld.

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

14. Should Lessee fail, for whatever reason, to vacate the

premises at the end or when this lease is terminated, Lessee agrees to pay to the City \$15.00 per day for each and every day thereafter. The parties agree that it would be difficult to establish the actual damages to the City in such event and that said \$15.00 is an appropriate liquidated damages amount.

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

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

THE CITY OF GRAND JUNCTION, COLORADO

ATTEST:

BY: NAME

City Manager

Neva B. Lockhart, CMC

City Clerk

LESSEE:

William Arthur Mertz

RESOLUTION NO. 80-91

AUTHORIZING THE LEASE OF CITY PROPERTY TO JESST, INC., A COLORADO CORPORATION

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

Lot Eleven and the South ten (10) feet of Lot Ten, Block Seven, Elmwood Plaza, according to the re-filing plat thereof, Mesa County, Colorado; and

WHEREAS, JESST, Inc., a Colorado corporation, is desirous of securing from the City a lease for the above described real property for a term of three years.

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

JESST., Inc., for a term of three years commencing on the 1st day of December, 1991, and terminating on the 30th day of November, 1994, subject to the several terms and conditions of the attached Lease Agreement.

PASSED and ADOPTED this 4th day of December, 1991

Attest:

NAME

President of the Council

Neva B. Lockhart, CMC

City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT is made as of the 1st day of December, 1991, between the City of Grand Junction, a municipal corporation, hereinafter referred to as "City", and JESST, INC., a Colorado corporation doing business as Wrigley Field Restaurant, hereinafter referred to as "Lessee".

A. City owns the following described real property, to wit:

Lot Eleven and the South ten (10) feet of Lot Ten, Block Seven, Elmwood Plaza, according to the re-filing plat thereof, Mesa County, Colorado,

hereinafter referred to as the "Property".

B. Lessee desires to lease the Property for the use of a parking lot in conjunction with Wrigley Field Restaurant located at 1810 North Avenue in Grand Junction.

NOW, THEREFORE, In consideration of the recitals above, and the performance of the promises set forth below and the conditions herein described, the parties hereto agree as follows:

1. Under the terms, conditions and provisions hereinafter stated, the City does hereby lease to Lessee the above described Property.
2. The term of the Lease shall commence on December 1, 1991, and terminate on November 30, 1994. For the purposes of this Lease, a Lease Year shall commence on December 1 of each calendar year during the term of this lease and terminate on November 30 of the following year.
3. Lessee agrees to pay City as rental for the Property the total amount of \$7,566.00, payable as follows: For the first Lease Year, Lessee shall pay to the City the amount of \$200.00 per month; For the second Lease Year, Lessee shall pay to the City the amount of

\$210.00 per month; For the third Lease Year, Lessee shall pay to the City the amount of \$220.50 per month. All monthly payments shall be made in advance, due and payable on or before the 1st day of each month during the term of this Lease.

In the event payment of the rent is not received on or before the 10th day of each month, Lessee agrees to pay a late charge of \$50.00, which amount shall be added to the amount of the rent due; the parties agree that it is impossible to determine the actual damage to the City if rents are not timely paid, therefore, said \$50.00 is agreed to be fair and reasonable liquidated damages.

4. (a) Lessee agrees to timely pay any and all taxes which may 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, electricity 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 amount(s) 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.

5. Lessee agrees to:

a. Use the property as a parking lot only for the benefit and use of its customers, and to comply with all state, federal and local laws, ordinances and regulations regarding such use.

b. At all times: maintain and keep the Property free of litter, dirt, debris, weeds and obstructions; keep all sidewalks free from snow and ice; keep the Property and all improvements upon the Property 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.

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 not arising out of the willful misconduct of the City, its officers, employees and agents in their official capacities.

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, sanitary and zoning regulations imposed by any municipal, state or federal authority either now in force or hereinafter

enacted, and to use the premises for no improper or questionable purposes whatsoever.

e. At Lessee's expense and during the term of the Lease, purchase and maintain in effect suitable liability insurance which will protect the City, its officers, employees and agents from liability in the event of loss of life, personal injury, or property damage suffered by any person or persons on, about or using the Property. Such insurance shall not be cancellable without thirty (30) days prior written notice to the 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 City and must designate the City of Grand Junction, its officers, employees and agents as additional insureds.

6. During the term of this Lease, the City, its officers, agents and employees shall have the right to be on the Property during emergencies and may inspect the Property upon giving Lessee reasonable advanced notice.

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

If the Property and the improvements situated thereon become damaged due to any cause to the extent where the Property and improvements are no longer functional for the purposes of Lessee, the City shall have no obligation to repair the Property and improvements nor to otherwise make the premises usable or occupiable; damages shall be at Lessee's own 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 written notice to the City that this Lease is terminated, and Lessee shall thereby be released of any further obligation to pay rent.

8. Lessee acknowledges that the City does not control whether or not uranium mill tailings or other materials considered to be hazardous exist the Property and the improvements. Lessee shall cooperate fully with any and all uranium mill tailings or other hazardous materials removal efforts and waives and releases the City and its officers, employees and agents from any claims for loss of business, lost profits or lost opportunities. City agrees to keep Lessee informed concerning any plans to remove any such materials but reserves the right, as owner, to approve the plan(s) for remediation or removal; once the city grants its approval, Lessee shall cooperate fully in accomplishing the plans. If Lessee elects, Lessee may terminate this lease if the plan(s) approved by the City are unacceptable to Lessee. In such event, and upon vacation of the leased premises, Lessee shall be thereafter

released from Lessee's obligation pay rent due for the remainder of the term.

9. Either party may, at its option, terminate this Lease upon giving 90 days written notice without any requirement for payment by Lessee of the monthly rental due for the remainder of the term.

10. If the City, at its sole option, chooses to again lease the Property at the conclusion or termination of this Lease, Lessee shall be entitled to a first right of refusal to lease the Property under the same terms and conditions contained in any bona fide offer to lease which is acceptable to the City. The City shall notify Lessee in writing of the terms and conditions of any such bona fide offer, and Lessee shall have 15 days from the City's mailing of such notice to exercise its first right of refusal by its unconditional acceptance of all terms and conditions of the offer.

11. Should the City, during the term of this Lease or any extension thereof, determine to sell the Property contained in this Lease, together with Lots 9 and 10 in said Block 7, and also together with the improvements situated thereon, Lessee shall have the first right of refusal to purchase said Property by meeting any bona fide offer of purchase which is acceptable to the City. The City shall notify Lessee in writing of the terms and conditions of any such bona fide offer, and Lessee shall have 15 days from the City's mailing of such notice to exercise its first right of refusal by its unconditional acceptance of all terms and conditions of the offer.

12. Upon termination of this Lease, whether as above provided, or whether terminated any other way, Lessee agrees to surrender and deliver up the premises peaceably to the City immediately upon termination.

13. If Lessee fails to pay any of the rental payments or any other amount, plus any liquidated damages due under this Lease on or before the specified due dates, or if Lessee is in default in the performance of any other term or condition of this Lease Agreement, 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 be terminated. 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, 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 and Agreement shall be delivered by United States certified mail, return receipt requested, and shall be considered served upon Lessee as of the date of mailing indicated on the postal receipt. All notices shall be sent to Lessee at 1810 North Avenue, Grand Junction, Colorado 81501. All notices to the City shall be addressed to: Property Agent, 250 North 5th Street, Grand Junction, Colorado 81501.

14. Lessee 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 the prior written approval of the City. Further, Lessee shall make no modifications, alterations or additions to the Property and improvements without the prior written consent of the City, which consent shall not be unreasonably withheld.

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

16. 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.

17. In the event City engages an attorney to enforce the City's rights hereunder, Lessee agrees to pay for the value or cost of such attorney, plus costs including the costs of any experts. In the event a court of competent jurisdiction deems such previous sentence to be unenforceable, then the parties agree that each party shall pay for such party's own attorneys fees unless such party has been determined to have acted in bad faith or frivolously.

18. It is expressly agreed that this Lease is one of lease and not of partnership and the City shall not be or become responsible or liable 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, 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.

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

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

Attest:

The City of Grand Junction, Colorado

Neva B. Lockhart, CMC 12-9-91

City Clerk Date

NAME 12/9/91

City Manager Date

Attest:

JESST, Inc., a Colorado corporation

Suzanne V. Stuart, Secretary Date

James E. Stuart, President Date

8. Approve Strategic Cultural Plan for Commission on Arts and Culture

The Quality of Life Committee reviewed the Strategic Cultural Plan at its November 21 meeting, and recommends adoption of the Plan with amendments.

Voting AYE: NELSON, THEOBOLD, MCCURRY, BENNETT, SHEPHERD. Voting NO: BAUGHMAN, BESSINGER

9. *Resolution No. 81-91 authorizing the City Manager to sign a contract with UNUM for long-term disability coverage and voluntary life insurance for City employees (see next page).

The long-term disability plan is intended to provide employees with partial salary continuation in the event of extended illness or injury. The voluntary life insurance program provides employees the option of purchasing additional term life insurance in addition to the standard benefit package.

Voting AYE: NELSON, BAUGHMAN, THEOBOLD, MCCURRY, BENNETT, SHEPHERD. Voting NO: BESSINGER

10. *Resolution No. 82-91 authorizing the City Manager to sign a contract with United Asset Management to provide investment and administrative services for the City of Grand Junction Employees Retirement Plan (aka supplemental retirement plan) (see next page).

This contract is expected to reduce overall expense of the plan, improve the servicing, and ensure that the City's plan document is consistent with state and federal regulations which govern public retirement plans.

Voting AYE: Unanimous

11. Approve publication on first reading of 1992 Appropriations Ordinance.

Voting AYE: Unanimous

12. Approve One-Year Lease Agreement with the Grand Junction Area Chamber of Commerce for Office Space at 360 Grand Avenue for the Visitor and Convention Bureau administrative offices

Based on Council direction, the Chamber of Commerce and the VCB have negotiated a new proposed one-year lease for office space.

The Chamber agrees to make modifications necessary to bring the office space into compliance with the Americans with Disabilities Act as soon as the specific requirements are known. The annual cost for this one-year lease is \$9,200.

Voting AYE: Unanimous

* * * END CONSENT CALENDAR * * *

PUBLIC HEARINGS - ANNEXATIONS

A. Drychester Retail II, Inc., Annexations No. 1 through 5 to be accomplished in a series; five parcels of land containing approximately 32.30 acres located at the northwest corner of 29 1/2 Road and North Avenue

B. Drychester Retail II, Inc., Annexation No. 6. One parcel of land containing approximately 12 acres located southeast of 29 1/2 Road and North Avenue Tract A

C. Drychester Retail II, Inc., Annexation No. 7. One parcel of land containing approximately 17 acres located northeast of 30 Road and I-70 Business Loop Tract B

The Public Hearing was opened. Karl Metzner, Community Development Department, outlined the area proposed for annexation. Kathy Portner, Community Development Department, dealt with the development of the Pace Warehouse site and the zoning. Mrs. Portner advised that the petitioners of the site have submitted a revised site plan that does not actually move the main door to the building, but it revises the entryway so that rather than a straight shot in on an entry road, the road curves around the doorway area allowing 150 feet once you get to the door itself. The reason for moving the entrance back was to allow for enough area between North Avenue and the door so that if cars are stopping to drip people off or to look for a parking space they are not backing traffic onto North Avenue. A State Highway access permit will be required for this development to proceed. Public Works Director Jim Shanks submitted a faxed sheet from the State Highway Department (Exhibit 1) giving tentative approval of the access with the notation that final plan approval will require Access Committee approval and an access permit. Karl Metzner identified the different businesses located within the three

proposals.

Those speaking for the annexation:

Andrew Loewi, 10001 Pontiac Street, Denver, attorney representing Drychester II, an affiliate of Trammel Crowe Company. Mr. Loewi spoke with regard to the proposed annexation where Pace Warehouse will be located, the area noted as Drychester Retail II Annexations No. 1 through 5. He noted that although Annexations No. 6 and 7 bear Drychester's name, they would not take a position as to the merits of annexing Tracts A and B and requested that the three tracts be considered independently. He advised that the petition for annexation was signed by the current owners directly or through Powers of Attorney. It is a contingent annexation in that if for some reason, which they believe to be extremely unlikely, the real estate transaction between the present owners and Drychester Retail II were not to close, then the annexation would be a nullity. With regard to the movement of the door, he pointed out that the actual distance from North Avenue to the main entrance door is now 185 feet.

RESOLUTION NO. 81-91

AUTHORIZING A CONTRACT FOR LONG-TERM DISABILITY INSURANCE AND VOLUNTARY LIFE INSURANCE BETWEEN THE CITY OF GRAND JUNCTION AND UNUM

WHEREAS, the City of Grand Junction has solicited proposals from interested companies to provide long-term disability insurance for the City; and

WHEREAS, the benefit consulting firm of William M. Mercer Company, at the request of the City, surveyed the market for voluntary group term life insurance programs; and

WHEREAS, of the thirteen responses for long-term disability insurance, two providers were interviewed and evaluated by City Administrative Services Department staff; and

WHEREAS, of the fourteen companies offering a voluntary life insurance product, two were determined by the William M. Mercer Company to best meet the features deemed desirable by the City in this product; and

WHEREAS, the UNUM Corporation was recommended by the William M. Mercer Company as being the best value to the City for voluntary term life insurance.

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, is hereby authorized and directed to sign a contract with UNUM Corporation for long-term disability insurance and voluntary term life insurance.

ADOPTED AND APPROVED THIS 4TH DAY OF DECEMBER, 1991

ATTEST:

City Clerk

APPROVED:

President of the Council

KEY POLICY PROVISIONS OF LONG-TERM DISABILITY INSURANCE

Eligibility: Full-time employees

Waiting Period: First day of the month following six months of full-time employment.

Elimination Period: 90 days

Benefit Amount: 60% of pre-disability earnings

Minimum Monthly Benefit: \$50

Maximum Monthly Benefit: \$5,000

Benefit Duration: To age 65

Offsets: Social Security benefits, disability income benefits from Workers Compensation and Fire and Police Pension Association, some retirement plan benefits

Definition of Disability: Cannot perform the material functions of his/her occupation; after 24 months of disability, cannot perform any other occupation for which s/he is reasonable qualified by training, education or experience. The "own occupation" provision is in force to age 65 for managers and officer personnel earning greater than \$30,000 per year.

Pre-Existing Conditions: Benefits not provided for any disability caused by a condition for which medical treatment was received within three months prior to being covered. The condition will cease to be pre-existing if the disability commences after three months of treatment-free coverage or after 12 months of continuous coverage.

Employee Contributions: None. Fully paid by the City.

KEY POLICY PROVISIONS FOR VOLUNTARY LIFE INSURANCE

Eligibility: Full-time employees; regular part-time employees working 20 or more hours per week.

Coverage Amounts: Employee, Five times salary to a maximum of \$300,000; Spouse, Up to 50% of employee coverage to a maximum of \$150,000; Dependent Children, Up to 50% of employee coverage to a maximum of \$10,000 for each child from age six months to age 19.

Temporary Coverage: Up to \$20,000 in temporary coverage until the policy is in force.

Pre-existing Conditions: Any cancer, cardiovascular disease, or condition related to AIDS or AIDS Related Complex for which medical treatment was obtained within six months prior to the effective date of coverage or the effective date of any increase in coverage.

Minimum Participation: 15% of eligible participants

Guarantee Issue Amount: If under 21% participation level, guaranteed issue amount (i.e. coverage not subject to medical underwriting) drops from \$90,000 to \$80,000.

Portability: Employee may continue this coverage at group rates should s/he terminate employment.

Employee Contributions: Fully paid by the employee. Rates are age-based.

RESOLUTION NO. 82-91

AUTHORIZING A CONTRACT FOR INVESTMENT AND ADMINISTRATIVE SERVICES FOR THE CITY OF GRAND JUNCTION EMPLOYEES RETIREMENT PLAN BETWEEN THE CITY OF GRAND JUNCTION AND UNITED ASSET MANAGEMENT SERVICES

WHEREAS, the City of Grand Junction has solicited proposals from interested companies to provide investment and administrative services for the City of Grand Junction Employees Retirement Plan; and

WHEREAS, of the twenty-two responses for long-term disability insurance, five companies were interviewed and evaluated by City Administrative Services Department staff and benefit consultants from the William M. Mercer Company; and

WHEREAS, United Asset Management Services received the highest rating the evaluators in the areas of competitive rates of return, investment options, expenses, experience in the public sector market and service reputation.

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, is hereby authorized

and directed to sign a contract with United Asset Management Services for investment and administrative services for the City of Grand Junction Employees Retirement Plan.

ADOPTED AND APPROVED THIS 4TH DAY OF DECEMBER, 1991

ATTEST:

City Clerk

APPROVED:

NAME

President of the Council

Jeff Williams, Bray & Company, representing the owners of the area that borders the condominiums that face 29 1/2 Road, approximately six to eight owners, stated they are in favor of the annexation.

Those opposed to the annexation:

Mark Holmes, Hill and Holmes Realty. Mr. Holmes represented a client who is a majority owner of acreage in Tract B. His client's main concern is an increase in his taxes. His client has no problem with the rest of the properties in the other tracts being annexed.

Cathleen Frederick, 2305 Dogwood Court, representing Peachtree True Value Hardware and Lumber on North Avenue (located in Annexation No. 6). She stated that fifty percent of this majority annexation was Pace; she had no objection if they want to be a part of the City. She stated that she did not sign a petition for annexation, she was not contacted nor given an opportunity to sign or comment about joining the City. A good customer brought her the legal notice of the proposed annexation and then she called the City to find out what was going on. She protested the proposed annexation of her property for the following reasons:

1. Level playing field - The City is not annexing her two closest competitors: J & M Lumber Company directly behind her location and Western Implement within a block and a half. She stated that this will allow them a two and three quarter percent advantage on pricing and in the lumber business that's a lot. At the informational hearing on November 26 the City noted that it would not annex County Market at this time because it could not annex City Market and Grocery Warehouse at the same time and give them a level playing field, therefore, she requested the same courtesy.

2. Forced annexation - The citizens do not want anything forced upon them, and they feel they must look to their legal options as well as considering bringing this to a vote of the people if it

cannot be resolved.

3. Petitions - She stated that she has the signatures of over 1600 customers who have signed stating they are opposed to this annexation.

Others who were opposed:

Gary Foss, 3091 Cedar Drive

Bill Wenger, 392 30 Road - questioned contiguity to annex at 30 Road

Joyce Brimhall, 3038 D 1/2 Road, owner of T & J MiniStorage located at 30 Road.

O.R. Dowdell, 568 Bentwood Street

Wess Hamon, 565 Pearwood Street, one block off 30 Road. Discussed contiguity and submitted that a challenge may be forthcoming regarding the proposed annexation. He asked if there were some logic to what the City is proposing to do.

Dave Dearborn, 3093 Walnut Place. He felt that almost eight percent taxes are excessive. While at the Mall recently, he saw an average pickup truck priced at \$21,000. The average tax he would have to pay under the two and three quarter percent would be \$577. He stated that he is satisfied with the police, fire, and streets. He submitted that the only benefit he would realize from joining the City--his leaves would get sucked up by the leaf sucker. His motto: "Ax the tax, keep the line at 29."

Paul Merluzzi, 2987 Orchard Avenue. He pointed out that the City charges extra for outside City residents to use the Parks and Recreation facilities and some of the school facilities.

Mike Maranville, 2989 Pinyon. Mr. Maranville had no objection to Pace being annexed because they are requesting it. He questioned whether any property owner in Tracts A or B had petitioned to be annexed. He also questioned why the City spot picked around businesses for annexation. He felt that going from 29 Road to 29 1/2 Road could have been more readily explained. Councilman Theobald stated that the City staff and Council were looking at undeveloped property to include in the annexation and also there is interest from business people out towards Clifton. He said it looks like a mess and he would not sit and say this was the way to do things. Mr. Maranville questioned how the City proposed to service these areas. He submitted that the flagpole was as crooked as anything he had ever seen. He believed that a majority of the people do not want to be annexed.

Ron Tannery, 748 27 Road. Owner of Sleepy Hollow Furniture. Agreed with comments of lady from True Value Hardware.

Marcus Costopoulos, 2964 1/2 Sandra Avenue, expressed concern

about who would actually pay for the improvements for Pace to come in. He was advised that the developer would pay for the improvements.

Chuck Malone, 580 Agana, wanted to know who would pay for the traffic signal at 29 1/2 Road. He was advised that the developer would just as Walmart paid for theirs and Sam's would pay when they come in. He asked Mr. Loewi why Pace wanted to come into the City. Mr. Loewi responded that the primary motivation was the Pace was very anxious to develop quickly and the City was in a much better position to City accommodate and to work with a developer such as Trammel Crowe and a project of the scope and magnitude of Pace than the County was in a position to do. Mr. Loewi said they were very much impressed with the City government's can-do attitude. In fact, he said the County expressed a limited interest in proceeding with a development of this kind because they specifically expressed to the Drychester people that they would have to do all the work to go through the development process but that in a matter of a very short period of time it would ultimately be annexed to the City. Mr. Loewi said it made much more sense because of the timing considerations they had that were paramount to Pace to work with the City and they have had tremendous cooperation from the City. He also said there have been discussionis about the northwest area of the proposed annexation to dedicate that portion of the City for park land. The City Council assured Mr. Malone that there were no incentives offered to Pace to locate here.

Councilman Nelson reviewed the Municipal Annexation Map that was displayed to the front of the Auditorium.

C.S. Norman, 649 33 3/4 Road

Kenneth Baughman, Redlands, wanted to know where the direction is coming from for the annexation policy the City has.

Irvin Moyer, 3070 Hill Avenue

Clarence B. Mills, 3232 Front Street, Clifton

The hearing was closed.

Upon motion by Councilman Theobold, seconded by Councilman Nelson and carried by a roll call vote with Councilman BAUGHMAN voting NO, Resolution No. 83-91 to annex DRYCHESTER RETAIL II, INC., ANNEXATIONS NO. 1 THROUGH 5 was approved. (See next page.)

Upon motion by Councilman Theobold, seconded by Councilman Nelson and carried, the proposed ordinance entitled AN ORDINANCE ANNEXING TERRITORY TO THE CITY OF GRAND JUNCTION, COLORADO, DRYCHESTER RETAIL II, INC., ANNEXATIONS NO. 1 THROUGH 5 CONTAINING APPROXIMATELY 32.30 ACRES LOCATED AT THE NORTHWEST CORNER OF 29 1/2 ROAD AND NORTH AVENUE WHICH SHALL BE ACCOMPLISHED IN A SERIES was passed for publication.

It was moved by Councilman Theobold and seconded by Councilman McCurry that Resolution No. 84-91 to annex DRYCHESTER RETAIL II, INC., ANNEXATION NO. 6 by ordinance be adopted. Upon roll call all Councilmembers voted NO. All Councilmembers having voted NO, the President declared the motion lost.

It was moved by Councilman Theobold and seconded by Councilman McCurry that Resolution No. 85-91 to annex DRYCHESTER RETAIL II, INC., ANNEXATION NO. 7 by ordinance be adopted. Upon roll call vote Councilmembers voting AYE: BESSINGER, SHEPHERD. Councilmembers voting NO: BAUGHMAN, THEOBOLD, MCCURRY, BENNETT, NELSON. Five members having voted NO, the President declared the motion lost.

RESOLUTION NO. 86-91 DEDICATING A PORTION OF REVENUE TO BE RECEIVED AS A RESULT OF DRYCHESTER RETAIL II, INC., ANNEXATIONS NO. 1 THROUGH 5 FOR POSSIBLE INFRASTRUCTURE IMPROVEMENTS

Upon motion by Councilman Theobold, seconded by Councilman McCurry and carried by a unanimous roll call vote, Resolution No. 86-91 was passed and adopted. (See next page.)

ORDINANCE NO. 2546 - ZONE OF ANNEXATION TO PC, PLANNED COMMERCIAL

Upon motion by Councilman Theobold, seconded by Councilman McCurry and carried by roll call vote with Councilman SHEPHERD voting NO, Ordinance No. 2546 was passed and adopted as amended.

The President declared a ten-minute recess. Upon reconvening all Councilmembers were present.

RESOLUTION NO. 87-91 - ADOPTING 1992 PARKS AND RECREATION FEES AND CHARGES POLICY

Upon motion by Councilman Theobold, seconded by Councilman Bessinger and carried by roll call vote, Resolution No. 87-91 as amended was adopted. (See next page.) Fees were established based on proposed expenditures for 1992.

PUBLIC HEARING - REQUEST FOR A CONDITIONAL USE PERMIT FOR A BURGER KING RESTAURANT WITH A DRIVE-UP WINDOW AT 739 HORIZON DRIVE

The proposal is for construction of a Burger King Restaurant with a drive-up window at 739 Horizon Drive. The property is directly south of the Hilton Hotel on Horizon Drive, and was formerly the Hertz Service Center.

The hearing was opened. Dave Thornton, Community Development Department has reviewed the proposal. David Chase, Banner & Associates, was present representing the owners; also Bill Culver, 3710 Beechwood. There were no opponents, letters of counterpetitions. The hearing was closed.

Upon motion by Councilman McCurry, seconded by Councilman Baughman and carried with Councilman BESSINGER voting NO, the conditional use permit for Burger King Restaurant with a drive-up window at 739 Horizon Drive was approved subject to the conditions of the Staff comments.

ORDINANCE NO. 2547 - SANITARY SEWER DISTRICT NO. 36-91 - (O'NAN SUBDIVISION) ASSESSMENTS

Upon motion by Councilman Nelson, seconded by Councilman Bennett and carried by roll call vote, Ordinance No. 2547 was passed and adopted.

ORDINANCE NO. 2548 - WILSON RANCH ANNEXATIONS NO. 1, 2, AND 3

Wilson Ranch Annexations No. 1, 2, and 3, located at 25 1/2 Road and G 3/8 Road containing approximately 25.4 acres.

Upon motion by Councilman Theobald, seconded by Councilman McCurry and carried by roll call vote with Councilman BAUGHMAN voting NO, Ordinance No. 2548 was adopted and approved. Councilman Baughman opposes annexations by way of powers of attorney.

RESOLUTION NO. 83-91

WHEREAS, on the 28th day of October, a petition was submitted to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following described property situate in Mesa County, Colorado, and described as follows:

Drychester Retail II Annex #1

Beginning 40 ft. south and 379 ft. east of the NW Corner Section 17 T1S R1E, thence north 80 ft. thence east 155 ft. thence south 1 ft. thence west 154 ft. thence south 79 ft. thence west 1 ft. to the point of beginning.

Drychester Retail II Annex #2

Beginning 39 ft. north and 380 ft. east of the NW Corner Section 17 T1S R1E thence east 154 ft. thence north 1 ft. thence east 306 ft. thence south 2 ft. thence west 460 ft. thence north to the point of beginning.

Drychester Retail II Annex #3

Beginning 38 ft. north and 380 ft. east of the NW Corner Section 17 T1S R1E thence east 460 ft. thence north 2 ft. thence east 915 ft. thence south 3 ft. thence west 1375 ft. thence north to the point of beginning.

Drychester Retail II Annex #4

Beginning 37 ft. north and 380 ft. east of the NW Corner Section

17 T1S R1E thence east 4,120 ft. thence south 1 ft. thence west 4,120 ft. thence north to the point of beginning.

Drychester Retail II Annex #5

Beginning at the SE Corner SW 1/4 section 8 T1S R1E, thence north 40 ft. thence N 89 deg. 52 min. 51 sec. W 30 ft. to the true point of beginning thence N 00 deg. 00 min. 00 sec. E 359.99 ft. to the SE Corner of Lot 7 Block 4 Palace Estates Subdivision thence N 89 deg. 53 min. 14 sec. W 631.06 ft. thence N 00 deg. 00 min. 21 sec. E 921.11 ft. thence N 89 deg. 56 min. 46 sec. W 636.04 ft. thence S 00 deg. 00 min. 20 sec. W 660.15 ft. thence S 89 deg. 54 min. 48 sec. E 305.52 ft. thence S 00 deg. 00 min. 15 sec. W 620.32 ft. thence S 89 deg. 52 min. 51 sec. E 961.60 ft. to the point of beginning and all of Palace Estates Subdivision lying West of 29 1/2 Road except Palace Estates Condominium of Lots 8, 9, & 10 Amended, and all adjacent R.O.W. for North Ave. not previously described in Drychester Retail II Annexations 1 thru 4.

WHEREAS, a hearing on the petition was duly held after proper notice on the 4th day of December, 1991;

WHEREAS, the Council has found and determined and does hereby find and determine that said petition is in substantial compliance with statutory requirements therefor; that one sixth of the perimeter of the area proposed to be annexed is contiguous with the City; that a community of interest exists between the territory and the City; that the territory proposed to be annexed is urban or will be urbanized in the near future; that the said territory is integrated or is capable of being integrated with said City; that no land held in single ownership has been divided by the proposed annexation that no land held in identical ownership comprising more than twenty acres, which has an assessed value in excess of two hundred thousand dollars, is included without the landowner's consent, and that no election is required under the Municipal Annexation Act of 1965.

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

That the said territory is eligible for annexation to the City of Grand Junction, Colorado, and should be so annexed by Ordinance.

PASSED and ADOPTED this 4th day of December, 1991.

Attest:

President of the Council

City Clerk

RESOLUTION NO. 86-91

RESOLUTION ADOPTING A POLICY TO SET ASIDE CERTAIN CITY SALES TAX INCREMENTS TO ASSIST IN THE FUNDING OF INFRASTRUCTURE IMPROVEMENTS WITHIN CERTAIN ANNEXATION AREAS.

WHEREAS, the policy of the Grand Junction City Council is to set aside in a designated reserve fund, certain sales tax increments generated by the annexation of commercial areas and certain significant retail developments; and

WHEREAS, each such opportunity needs to be evaluated on its own merits and shall be considered when it is determined that such set-asides can be done without adversely impacting on-going operations. Such funds set aside and reserved shall be fully invested and together with the interest thereon, expended on infrastructure improvements within the designated impact areas. Since there are certain service and administrative costs associated with all annexations, no more than 75% of the estimated increment shall be set aside. The estimated incremental dollar amount in each situation will be determined by the Finance Director and approved by the City Manager.

Two such opportunities currently available to the City Council are as follows:

(1) With the construction of a new Sam's Wholesale Club at Independent Avenue and 25.5 Road; 75% of the incremental City Sales Tax generated by this store shall be set aside for a period of five years after the date of opening to pay for a portion of the improvements needed to these two streets.

(2) With the Drychester II Annexation; 75% of the incremental City Sales Tax generated by the PACE Wholesale Club together with 75% of all new City Sales Tax collected from existing businesses in the area, will be set aside for street improvements in the areas east of 29 Road for a period of five years.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Grand Junction hereby adopts a policy to set aside certain sales tax increments generated by certain annexations to fund necessary infrastructure improvements within those newly annexed areas.

PASSED and ADOPTED this 4th day of December, 1991

NAME

President of the Council

Attest:

City Clerk

RESOLUTION NO. 87-91

ESTABLISHING 1992 FEES AND CHARGES POLICY FOR THE GRAND JUNCTION
PARKS AND RECREATION DEPARTMENT

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

That the fees and charges policy is hereinafter set forth be those
for the Parks and Recreation Department for 1992.

CITY OF GRAND JUNCTION PARKS AND RECREATION DEPARTMENT 1992 FEES
AND CHARGES POLICY

INTRODUCTION

The City of Grand Junction Parks and Recreation Department has the
responsibility to establish a policy for recovering costs for
using the City's areas and facilities and taking part in various
recreation programs. This policy is meant to be a guide to the
Administration, Parks and Recreation Advisory Board and the City
Council, in developing a fair and consistent fee schedule.

AUTHORITY

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

FACILITATION

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

PURPOSE OF POLICY

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

NONRESIDENT POLICY

Persons whose residence is outside of the corporate city limits of

the City of Grand Junction are charged a nonresident fee.

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

A nonresident fee will not be added to daily golf and pool fees, special events, stadium, cemetery, Two Rivers Convention Center, Auditorium use and the Orchard Mesa Swimming Pool.

THREE CATEGORIES OF COST RECOVERY

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

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

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

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

MINIMAL COST RECOVERY

Therapeutic programs
Special Events
Freethrow contests
Teen Dances
Wading Pool

PARTIAL COST RECOVERY

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

PARTIAL COST RECOVERY-FACILITIES

Two Rivers Convention Ctr
Auditorium (Barn)
Swimming Pools
Older American Center
Stadium

FULL COST RECOVERY

Cemeteries
Outdoor Rec.
Athletics/Fitness
Golf Courses
Specialized Tech. Instructions
Adult Recreation Programs

DEFINITIONS

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

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

REFUND POLICY

An Administrative fee of \$10.00 per refund will be charged for recreation and swimming programs. The receipt(s) must be presented at the Parks and Recreation Department in Lincoln Park prior to the first meeting or class in order to be eligible. NO REFUNDS on season passes or punch cards purchased for golf or swimming.

TRANSFER POLICY

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

AGE CATEGORIES

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

FAMILY DEFINITION

Husband, wife, and children, including natural, adopted, foster and stepchildren, living under the same roof.

LOW INCOME FEES

The low income Learn to Swim fee of \$3.00 per child (resident) and \$3.60 per child (nonresident) during the summer season at both Lincoln Park-Moyer and Orchard Mesa Swimming Pools will be offered. The Parks and Recreation Department will administer the program and the Department of Social Services will continue to screen the individuals to assure they are meeting the minimum income standards. This registration would be limited to twenty per each session at both pools.

GOLF RESERVATION POLICY

One tee time for weekends and holidays may be reserved two days in advance, either in person or by telephone. Two tee times may be reserved for week days.

JUNIOR GOLF TICKET RESTRICTIONS

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

DISCOUNTS FOR GOLF SEASON PASSES AND PER ROUND FEES

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

Junior citizens will receive a 67% discount on Season Passes and 50% on per round fees.

DISCOUNT FOR GOLF GREEN FEES

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

GOLF TOURNAMENT POLICY

The Golf Tournament Policy will remain as is, carts and prizes will be optional with the appropriate green fees paid, i.e. exempt and nonexempt tournaments.

OFF SEASON GOLF POLICY

Off season rate for November, December, January and February entitles a golfer to play the entire day for the normal 9-hole fee. The fee will vary depending on age or whether the individual has a golf season ticket.

PARK PERMITS

Park Permits will be issued to the public with a guaranteed section in the park. In order to reserve the shelters a \$20.00 fee will be charged.

OLDER AMERICAN CENTER RENTAL POLICY

The City will be charging for the use of the Older American Center to outside groups using the facility. (i.e. AARP, RSVP, Grey Gourmet)

TENNIS COURT USE POLICY

Grand Junction Tennis Club, School District 51, and Mesa State College may use a maximum of 6-8 courts, as approved, without a charge providing the facility is not being used for Parks and Recreation Department programs. Facility swaps are utilized with Mesa State College and School District 51. The Grand Junction Tennis Club contributes monetarily on an annual basis, i.e. contributing balls, nets, straps, and funds for facility improvements.

Courts may be reserved by other groups for \$14.00 per hour/per court providing the court(s) is/are available.

SWIM CLUBS

A \$620.00 annual fee will be assessed (direct cost only) for the Dolphins use in 1992 which would include the 3-day Invitational Meet (July 11, Orchard Mesa Pool, July 12 and 13 Lincoln Park-Moyer Pool) and early morning weekday practice sessions. A fee of \$670.00 will be assessed for the Colorado Division I State Swim Meet, July 31, August 1, 2 at Lincoln Park-Moyer Pool. West Slope invitational at Orchard Mesa Pool will be assessed \$1.00 per swimmer.

GROUP HOME POOL PASSES

Family pool passes will be sold to group homes.

FREE SWIM DAY

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

SCHOOL DISTRICT YEAR END PARTIES

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

PUNCH CARDS AT ORCHARD MESA POOL

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

SOFTBALL COMPLEX RENTAL CO-SPONSORSHIP FEES

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

The fees will be as follows per Softball Complex:

1 Day	\$75.00	(Regular fee \$100.00)
1/2 Day	\$40.00	(Regular fee \$50.00)
Lights		\$15.00/hour-as per Public Service rate structure.

BARN RENTAL POLICY

Individuals may reserve the Barn for the amount of the deposit, which must be paid one month in advance. Two weeks prior to the event, the balance of the contract must be paid in full. If individuals do not pay the deposit one month prior to the event, it will be listed as tentative and the contract can be cancelled in favor of another booking/event.

If booking is cancelled after deposit and/or rental fees are paid, a refund will be issued less 25% administrative fee of deposit and/or rental fees.

VOLLEYBALL EQUIPMENT RENTAL POLICY

Individuals may rent volleyball equipment (standards, net and ball) for \$5.00 per day and \$20.00 deposit. The equipment must be returned the next business day. If any of the equipment is not returned the \$20.00 deposit will not be returned to the individual.

REVENUE DESCRIPTION		RESIDENT RATE 1992	NONRESIDENT RATE 1992
I. GENERAL RECREATION PROGRAMS			
A. General Instructional/ Programs			
Adult Arts &	3 classes	30.00	36.00

Crafts			
Adult Sports & Games	1 class	10.00	12.00
Adult Swim	8 classes	24.00	28.80
Aerobics	10 classes	15.00	18.00
Aqua Ex	8 classes	16.50	19.80
Archery	4 classes	20.00	24.00
Arts & Crafts; Fall	3 classes	8.00	9.60
Arts & Crafts; Southwest	6 classes	15.00	18.00
Arts & Crafts; Summer	6 classes	12.00	14.40
Ballet/Jazz	8 classes	12.00	14.40
Ballroom Dance (couple)	6 classes	40.00	48.00
Basic Bicycle	3 classes	10.00	12.00
Baton	6 classes	15.00	18.00
Bowling (Adult)	3 classes	15.00	18.00
Bowling (Youth)	8 lessons	18.00	21.60
Bowling (w/Disabilitie s)	2 lessons	2.00	2.40
Bridge	6 classes	18.00	21.60
Cake Decorating	6 classes	20.00	24.00
Calligraphy	6 classes	35.00	42.00

Children's Dance	6 classes	15.00	18.00
Communications	1 class	5.00	6.00
Computer Classes	8 hours	100.00	120.00
Country West Dance (Single)	6 classes	25.00	30.00
Country West Dance (Couple)	6 classes	30.00	36.00
Creative Dressing	8 classes	25.00	30.00
Creative Movement	8 classes	13.00	15.60
Crochet	5 classes	15.00	18.00
Culinary Classes	4 classes	36.00	43.20
Dog Obedience	7 classes	40.00	48.00
Drawing	4 classes	24.00	28.80
Drumming	4 classes	30.00	36.00
Esperanto	6 classes	20.00	24.00
Expanding Your Creativity	6 classes	25.00	30.00
Fashion Awareness	2 classes	30.00	36.00
Floor Barre	8 classes	40.00	48.00
Floral Design	4 classes	80.00	96.00
Fly Tying	4 classes	15.00	18.00
Freethrow Contest	1 entry	0.50	

Gardening	4 classes	20.00	24.00
Guitar	6 classes	25.00	30.00
Gym & Swim; Family		8.00	
Gym & Swim; Adult		3.00	
Gym & Swim; Teen		2.25	
Gym & Swim; Child		2.00	
Gym & Swim; Senior		2.25	
Gymnastics	6 classes	13.00	15.60
Indian Earth Skills (Adult)	one day	50.00	60.00
-Child		30.00	36.00
-Adult w/Child		60.00	72.00
International Folk Dance	6 classes	11.00	13.20
Jazz	6 classes	15.00	18.00
Jazzercise	12 classes	24.00	28.80
Jogging	12 classes	20.00	24.00
Judo	8 classes	32.00	38.40
Junior Softball	5 classes	10.00	12.00
Karate	4 classes	20.00	24.00
Kayaking	6 classes	45.00	54.00

Kite Flying	one class	2.00	2.40
Knitting	4 classes	25.00	30.00
Landscaping, Introduction	1 class	15.00	18.00
Landscaping, Home Design	6 classes	50.00	60.00
Lapidary	4 classes	30.00	36.00
Low Impact Aerobics	8 classes	15.00	18.00
Make Music	6 classes	18.50	22.20
Martial Arts	27 classes	60.00	72.00
Music Introduction	6 classes	25.00	30.00
Nutrition/Diet	4 classes	25.00	30.00
Origami	3 classes	15.00	18.00
Outdoor Survival	1 class	5.00	6.00
Open Basketball	1 time	1.00	
Open Basketball	1 year	10.00	12.00
Panorama Eggs	6 classes	10.00	12.00
Pee Wee Basketball	8 games	12.00	14.40
Pee Wee Wrestling	Prac & Tour	8.50	10.20
Photography	4 classes	30.00	36.00
Pizzazz	8 classes	10.00	12.00

Pottery	5 classes	25.00	30.00
Pre & Post Natal	4 classes	20.00	24.00
Rafting	8 hours	30.00	36.00
Rock Climbing	1 day	35.00	42.00
Rock Climbing	2 days	55.00	66.00
Rugs & Wall Hangings	6 classes	30.00	36.00
Scuba Diving	4 sessions	160.00	192.00
Sculpture	4 classes	40.00	48.00
Self Defense	3 classes	25.00	30.00
Self Motivation	2 classes	30.00	36.00
Senor Dance Inst.	6 classes	10.00	12.00
Sketch Imagery	6 classes	20.00	24.00
Ski Instruction	4 hours	40.00	48.00
Ski Trip	one day	25.00	30.00
Special Events (children)	3 hours	2.00	
Square Dancing (couple)	8 classes	40.00	48.00
Stress Out	8 classes	15.00	18.00
Stretch & Tone	12 classes	24.00	28.80
Summer Band	12 classes	55.00	66.00

Summer Youth Adventure	week 9-3	36.00	
Summer Youth Adventure	hr ext cr	1.25	
Summer Youth Adventure	day max	10.00	
Teen Dance	1 admission	2.00	
Tennis Instruction, Adult	9 hours	23.00	27.60
Tennis Instruction, Student	9 hours	19.00	22.80
Tennis Instruction, Tiny	6 classes	19.00	22.80
Theater Art Class	4 classes	20.00	24.00
Tot Tumbling	8 classes	20.00	24.00
Travel & Leisure	2 hours	3.00	3.60
Treatment Athletic Injuries	4 hours	12.00	14.40
Umpire Class	3 hours	5.00	6.00
Water Painting	6 classes	15.00	18.00
Weight Training	6 classes	15.00	18.00
Water Polo	6 sessions	15.00	18.00
Wilderness Survival	6 hours	20.00	24.00
Willmaker	4 1/2 hours	79.00	94.80
Winning Women	4 classes	10.00	12.00

Wood Carving (includes material)	5 classes	75.00	90.00
Wrestling, Amateur	6 classes	10.00	12.00
Wrestling, Camp	one week	50.00	60.00
Yoga	8 classes	15.00	18.00
Youth Dance	6 classes	18.00	21.60
Youth Track	1 meet	1.00	
B. Sport League Programs			
1. Basketball			
League (Cross Court)	8 games	165.00	
League (Full Court)	8 games	176.00	
Player Fees		4.00	4.80
Summer		11.00	13.20
3 -on- 3		10.00	12.00
2. Softball			
Fall League (per team)	7 games	172.00	
Summer League (per team)	8 games	260.00	
Summer League Tournament		50.00	New
Player Fees		10.00	12.00

(per player)			
Gate Fees			
-Adult		0.25	
-Child		0.10	
3. Tennis			
Adult League	8 games	22.00	26.40
Student League	8 games	17.00	20.40
4. Volleyball			
Spring/Indoor	7 games	95.00	
Summer	6 games+trn	78.00	
Winter	8 games=trn	142.00	
Player Fee		3.00	3.60
Doubles Tournament (per team)		20.00	
C. Recreation Equipment Rental			
Volleyball (standards, net, ball)	per day	5.00	
Deposit		20.00	
II. GOLF			
A. Season Tickets			
1. Adult		172.45	206.95
2. Senior		137.95	165.55

3. Junior Limited		57.50	69.00
B. Green Fees			
1. Regular Season			
a. 9 Holes			
(1) Adult		7.30	
(2) Junior		3.65	
(3) Senior		6.55	
(4) w/Adult Season Ticket		2.60	
(5) w/Junior Season Ticket		1.30	
(6) w/Senior Season Ticket		2.35	
b. 18 Holes			
(1) Adult		13.60	
(2) Junior		6.80	
(3) Senior		12.30	
(4) w/Adult Season Ticket		3.90	
(5) w/Junior Season Ticket		2.10	
(6) w/Senior Season Ticket		3.40	
2. Off Season			
a. Daily Fee			
(1) Adult		7.30	

(2) Junior		3.65	
(3) Senior		6.55	
(4) w/Adult Season Ticket		2.60	
(5) w/Junior Season Ticket		1.30	
(6) w/Senior Season Ticket		2.35	
C. Rentals (Under Contract)			
1. Golf Cart			
a. 9 Holes		9.00	
b. 18 Holes		16.00	
c. 20% Discount Punch Card		128.00	
2. Clubs			
a. 9 Holes		6.00	
b. 18 Holes		9.00	
3. Pull Cart			
a. 9 Holes		1.50	
b. 18 Holes		3.00	
D. Lessons			
1. Group Lessons			
a. Adult (4 hours)		40.00	
b. Junior (4 hours)		25.00	

2. Private Lessons			
a. Non-apprentice		15.00	
c. Apprentice		18.00	
d. Assistant PGA Pro		20.00	
e. Head PGA Pro		25.00	
f. PGA Director		30.00	
E. Exempt Tournament/player	9	2.60	
Exempt Tournament	18	4.00	
Nonexempt Tournament	9	7.30	
Nonexempt Tournament	18	13.60	
III. SWIMMING			
a. Pool Admission			
1. Adult		3.00	
2. Child		2.00	
3. Infant/Wading Pool		0.25	
4. Senior		2.25	
5. Teen		2.25	
6. Family		8.00	
B. Pool Punch Cards			

1. Adult		48.00	57.60
2. Child		32.00	38.40
3. Senior		36.00	43.20
4. Teen		36.00	43.20
Non Resident = adttl. 20%			
C. Summer Passes/Pool			
1. Adult		66.25	79.50
2. Child		43.75	52.50
3. Senior		51.00	61.20
4. Teen		51.00	61.20
5. Family		182.25	218.70
6. Group Homes		182.25	218.70
D. Winter Punch Cards/OM Pool (2 for 1)			
1. Adult		48.00	
2. Child		32.00	
3. Senior		36.00	
4. Teen		36.00	
E. Water Slide			
1. Regular Admission		3.00	

2. Single Ride		1.00	
3. Tube Rental		1.00	
4. Punch Card (10 days)		30.00	
F. Private Parties (2 hours)			
1. Pool			
0-51 Persons		172.50	
51-100		248.50	
101-150		322.75	
151-200		397.75	
201-250		472.00	
251-300		546.50	
+50		34.50	
2. Slide			
0-50 Persons		138.00	
51-100		165.50	
101-150		179.50	
151-200		193.25	
201-250		207.00	
251-300		220.75	
+50		13.75	
3. Pool & Slide			
0-50 Persons		227.75	
51-100		314.75	
101-150		394.75	
151-200		475.20	

201-250		554.75	
251-300		634.75	
+50		41.50	
G. School Dist #51, Year End Use			
1. Per Student, w/Trash Pickup		0.50	
2. Per Student, w/o Trash Pickup		0.75	
3. Per Student, w/Slide, w/Pickup		1.00	
4. Per Student, w/Slide, w/o Pickup		1.25	
H. Learn To Swim Programs			
1. Lincoln Park Pool			
a. Infant/Toddler		28.00	33.60
b. Preschool		22.25	26.70
c. Child		19.75	23.70
d. Adult		25.25	30.30
e. Additional Parent		111.50	13.80
f. Disadvantaged		3.00	3.60

g. Transfer		2.00	
2. Orchard Mesa Pool			
a. Infant/Toddler		33.75	
b. Preschool		26.50	
c. Child		22.25	
d. Adult		28.00	
e. Additional Parent		11.50	
f. Disadvantaged		3.00	
g. Transfer		2.00	
I. Swim Clubs			
1. Dolphin Swim Team (annual)		620.00	
2. Western Slope Championship		N/A	
3. Western Slope Invitational, ea.		1.00	
4. Division I State Meet		670.00	
IV. FACILITIES RENTAL			
A. Barn, Lincoln Park Auditorium			
1. Damage Deposit, In County		100.00	

2. Damage Deposit, Out of County		200.00	
3. Business Event		105.00	
4. Family Event		35.00	
5. Dances, Concerts, Plays		105.00	
6. Extending Event (1 hour)		15.00	
7. Chairs (Business)		25.00	
8. Chairs (Family)		15.00	
9. Chairs (Dances)		25.00	
10. Tables (Business)		35.00	
11. Tables (Family)		20.00	
12. Tables (Dances)		35.00	
13. P.A. (Call)		15.00	
12. Table Setup (per hour)		6.00	
B. Older American Center			
1. Small Meeting Room (2 hours)		5.00	
2. Large Meeting Room (2 hours)		25.00	

3. Large Meeting Room (2+ hours)		50.00	
C. Park Permits			
1. General Usage		N/C	
2. Shelter Reservation		20.00	
D. Softball Field Rental			
1. One Full Day, per Park		100.00	
2. One Half Day, per Park		50.00	
3. Co-Sponsor; Full Day, per Park		75.00	
4. Co-Sponsor; Half Day, per Park		40.00	
5. Lights (per hour)		15.00	
6. Game Rental		10.00	
E. Stadium Rental			
1. Baseball Field			
a) w/Admission Charge, minimum		50.00	
per person the greater of per person cost or 10% of ticket cost		0.55	

b) w/o Admission Charge, minimum		50.00	
c) second game of double header		50.00	
d) JUCO Tournament per day		350.00	
e) State and National playoffs per day		350.00	
f) setup prior to day of event per day		100.00	
2. Football Field			
a) w/Admission Charge, minimum		100.00	
per person the greater of per person cost or 10% of ticket cost		0.55	
b) w/o Admission Charge, minimum		100.00	
c) State and National playoffs each		400.00	
f) setup prior to day of event per day		100.00	
3. Track Meets			
a) w/Admission Charge, minimum		25.00	

per person the greater of per person cost or 10% of ticket cost		0.55	
b) w/o Admission Charge, minimum		25.00	
2. Bleacher rent - outside use per event		50.00	
3. Field lights per hour		35.00	
F. Tennis Court Rental (per court/hr)		14.00	
G. Two Rivers Convention Center			
1. Meeting Rooms			
15 X 28		25.00	
30 X 28		50.00	
45 X 28		75.00	
60 X 28		100.00	
75 X 28		125.00	
2. Auditorium			
A. Section A			
Day 1		480.00	
Day 2		430.00	
Succeeding Days		430.00	
B. Section B			

Day 1		265.00	
Day 2		240.00	
Succeeding Days		240.00	
C. Sections A & B			
Day 1		560.00	
Day 2		500.00	
Succeeding Days		500.00	
D. Sections A-B & 75 X 28			
Day 1		635.00	
Day 2		560.00	
Succeeding Days		560.00	
E. Patio			
Per Day		120.00	
F. Tear Down, above Contract Limit			
Per Hour		100.00	
3. Equipment Rental			
Tables (per event)		3.00	
VCR or Overhead (per day)		25.00	
Chairs (each per event)		0.50	

Additional Stage		5.00	
Dance Floor		20.00	
Electric Spyders (each per event)		5.00	
4. Security Service			
a. With Set-up and Tear Down			
(1) Section "A"		75.00	
(2) Section "B"		50.00	
(3) Sections "A & B"		100.00	
b. During Public Hours			
(1) Section "A"		175.00	
(2) Section "B"		150.00	
(3) Sections "A & B"		225.00	
c. Invitation Only Event		75.00	
V. CEMETERY			
A. Open/Close			
1. Regular		305.00	
2. Child		135.00	
3. Infant		105.00	
B. Other Fees			

1. Perpetual Care		135.00	
2. Perpetual Care, Cremation Grdn		50.00	
3. Monument Setting		100.00	
4. Grave Space		285.00	
5. Cremation Garden Space		120.00	
6. Landscaping		90.00	
7. Cremation Urns		120.00	
8. Disinterment		560.00	
9. Reinterment		305.00	
10. Sundays/Holidays		155.00	
11. Development Fee-Regular		150.00	
12. Development Fee-Cremation		50.00	
VI. FORESTRY			
1. License set fee ord. #20-91		50.00	
VII. OPEN SPACE FEE			
1. Per dwelling		225.00	

PASSED and ADOPTED this 4th day of December, 1991.

Attest:

NAME

President of the Council

Neva B. Lockhart, CMC

City Clerk

ORDINANCE NO. 2549 - BLUE HERON ANNEXATION

Located at River Road and Redlands Parkway, containing approximately 288 acres.

Upon motion by Councilman Theobold, seconded by Councilman Bessinger and carried by roll call vote with Councilman BAUGHMAN voting NO, Ordinance No. 2549 was passed and adopted.

ORDINANCE NO. 2550 - RIGHT-OF-WAY VACATION AT 550 OURAY AVENUE

Upon motion by Councilman McCurry, seconded by Councilman Baughman and carried by roll call vote, Ordinance No. 2550 was passed and adopted.

PUBLIC HEARING - TWO-YEAR 1992/93 CITY BUDGET

This was the date advertised for hearing on the two-year 1992/93 City budget. There was no one present who indicated a desire to speak. The hearing was closed.

RESOLUTION NO. 88-91 CERTIFYING PROPERTY TAX LEVY OF 8.071 MILLS TO BE COLLECTED IN 1992 FOR THE CITY OF GRAND JUNCTION

Upon motion by Councilman Bennett, seconded by Councilman Theobold and carried by roll call vote, Resolution No. 88-91 was passed and adopted. (See next page.)

RESOLUTION NO. 89-91 CERTIFYING PROPERTY TAX LEVY OF 5.0 MILLS TO BE COLLECTED IN 1992 FOR THE GRAND JUNCTION DOWNTOWN DEVELOPMENT AUTHORITY

Upon motion by Councilman Bennett, seconded by Councilman Baughman and carried by roll call vote, Resolution No. 89-91 was passed and adopted. (See next page.)

HEARING AND SECOND READING OF PROPOSED ORDINANCE REPEALING AND REENACTING CHAPTER 24, CODE OF ORDINANCES, SALES AND USE TAX CONTINUED TO DECEMBER 18, 1991

Upon motion by Councilman Bennett, seconded by Councilman McCurry and carried, this hearing was continued to the December 18, 1991, City Council meeting.

ADJOURNMENT

The President of the Council adjourned the meeting.

Neva B. Lockhart

Neva B. Lockhart, CMC
City Clerk

RESOLUTION NO. 88-91

LEVYING TAXES FOR THE YEAR 1991 IN THE CITY OF GRAND JUNCTION,
COLORADO

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

That there shall be and hereby is levied upon all taxable property within the limits of the City of Grand Junction, Colorado, for the year 1991 according to the assessed valuation of said property, a tax of eight and seventy one thousandths (8.071) mills on the dollar (\$1.00) upon the total assessment of taxable property within the City of Grand Junction, Colorado, for the purpose of paying the expenses of the municipal government of said City and certain indebtedness of the City, for the fiscal year ending December 31, 1992.

ADOPTED AND APPROVED THIS 4TH day of December, 1991.

ATTEST:

Neva B. Lockhart, CMC

City Clerk

APPROVED:

NAME

President of the Council

TAX LEVY CERTIFICATION

TO COUNTY COMMISSIONERS AND ASSESSOR

STATE OF COLORADO)	
COUNTY OF MESA)	SS
CITY OF GRAND)	

JUNCTION		
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To the Commissioners of Mesa County, Colorado:

This is to certify that the tax levy to be assessed by you upon all property within the limits of the City of Grand Junction for the year 1991, as determined and fixed by the City Council by Resolution duly passed on the 4th day of December, 1991, is eight and seventy one thousandths (8.071) mills, the revenue yield of said levy to be used for the purpose of paying the expenses of the municipal government and interest upon the principal of outstanding bonds, and you are authorized and directed to extend said levy upon your tax list.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Grand Junction, Colorado, this 4th day of December, 1991.

Neva B. Lockhart, CMC

City Clerk

cc: County Assessor

CITY OF GRAND JUNCTION 1992 BUDGET

IMPLEMENTING DOCUMENTS

TAX LEVY CERTIFICATION

TO COUNTY COMMISSIONERS AND ASSESSOR

STATE OF COLORADO)
COUNTY OF MESA)
CITY OF GRAND JUNCTION)

To the Commissioners of Mesa County, Colorado:

This is to certify that the tax levy to be assessed by your upon all property within Grand Junction, Colorado, Downtown Development Authority limits for the year 1991, as determined and fixed by the City Council by Resolution duly passed on the 4th day of December, 1991, is 5 (Five) mills, the revenue yield of said levy to be used for the purpose of paying the expenses of the Grand Junction,

Colorado, Downtown Development Authority and interest upon the principal of outstanding bonds, and you are authorized and directed to extend said levy upon your tax list.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Grand Junction, Colorado, this 5th day of December, 1991.

Neva B. Lockhart, CMC

City Clerk

c: County Assessor

CITY OF GRAND JUNCTION 1991 BUDGET

IMPLEMENTING DOCUMENTS

RESOLUTION NO. 89-91

LEVYING TAXES FOR THE YEAR 1991 IN THE CITY OF GRAND JUNCTION,
COLORADO, DOWNTOWN DEVELOPMENT AUTHORITY

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

That there shall be and hereby is levied upon all taxable property within the Grand Junction, Colorado, Downtown Development Authority limits, for the year 1991 according to the assessed valuation of said property, a tax of five (5) mills on the dollar (\$1.00) upon the total assessment of taxable property within the Grand Junction, Colorado, Downtown Development Authority, for the purpose of paying the expenses of said Authority for the fiscal year ending December 31, 1992.

PASSED and ADOPTED this 4th day of December, 1991.

Attest:

NAME

President of the Council

Neva B. Lockhart, CMC

City Clerk