

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

MAY 6, 1992

The City Council of the City of Grand Junction, Colorado, convened in regular session the 6th day of April, 1992, 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 City Manager Mark Achen, City Attorney Dan Wilson, and Acting City Clerk Teddy Martinez.

Council President Shepherd called the meeting to order and Councilman Baughman led in the Pledge of Allegiance. The audience remained standing during the invocation by Pastor Jack Olsen, Columbus Evangelical Free Church.

PROCLAMATION DECLARING THURSDAY, MAY 7, 1992, AS "MEET AT CITY HALL" IN OBSERVANCE OF THE NATIONAL DAY OF PRAYER

PROCLAMATION DECLARING MAY 3-9, 1992, AS "MUNICIPAL CLERK'S WEEK" IN THE CITY OF GRAND JUNCTION

PROCLAMATION DECLARING MAY, 1992, AS "NEW HOMES MONTH" IN THE CITY OF GRAND JUNCTION

PROCLAMATION DECLARING MAY 10-16, 1992, AS "NATIONAL NURSING HOME WEEK" IN THE CITY OF GRAND JUNCTION

ELECTION OF PRESIDENT OF THE COUNCIL EX-OFFICIO MAYOR

Upon motion by Councilman McCurry, seconded by Councilman Bessinger and carried, Reford C. Theobold was elected President of the Council Ex-Officio Mayor.

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

Upon motion by Councilman Nelson, seconded by Councilman Baughman and carried, William E. McCurry was elected President of the Council Pro Tempore Ex-Officio Mayor Pro Tempore.

OATHS OF OFFICE

Acting City Clerk Teddy Martinez administered the Oath of Office to President of the Council Ex-Officio Mayor Reford C. Theobold and President of the Council Pro Tempore Ex-Officio Mayor Pro Tempore William E. McCurry.

REORGANIZATION OF COUNCIL

At this time Councilman Shepherd turned the gavel over to President of the Council Ex-Officio Mayor Reford C. Theobold. As

past President of the Council Ex-Officio Mayor, Councilman Shepherd thanked City Council and the citizens of Grand Junction for the opportunity of serving in this capacity over the past year. He also thanked City staff and employees of Grand Junction who share deep and abiding pride for the work that they perform. He extended wishes of good luck to Mayor Theobold.

President of the Council Ex-Officio Mayor Reford C. Theobold expressed his appreciation to Council for the honor, and to City staff and the rest of the City employees for all that they do for this community. Mayor Theobold recognized the presence of his father, Mr. Clyde Theobold, in tonight's audience.

\* \* \* CONSENT CALENDAR \* \* \*

Upon motion by Councilman Nelson, seconded by Councilman McCurry and carried by roll call vote, the following Consent Items 1 through 8 were approved:

1. Approve the minutes of the Regular Meeting April 15, 1992
2. \*Resolution No. 39-92 - Renewal of 2-year lease of City property at 134 West Avenue to Rocky Mountain Headstart Program (adjacent to Riverside Park)

The proposed lease would begin June 1, 1992, and expire May 31, 1994. The established rent of \$400.00 per month would constitute an in kind donation by the City as that term is used under community action programs. This would be a triple-net lease whereby the tenant is required to fully maintain the property and all improvements situated thereon. In addition, the lease requires the tenant to carry suitable liability insurance, naming the City as co-insured, for a minimum amount of \$500,000, combined single limit.

3. \*Resolution No. 40-92 - Granting a Revocable Permit to Angela Martinez allowing the installation of landscape improvements in the right-of-way for North 12th Street adjacent to 519 North 12th Street

Angela M. Martinez owns the property at 519 North 12th Street and has developed a landscape plan which includes the installation of a 20" high brick planter in the area between the sidewalk and west right-of-way for North 12th Street. The Revocable Permit would allow such installation subject to several terms and conditions, including revocation and removal upon 30 days notice.

RESOLUTION NO. 39-92

AUTHORIZING THE LEASE OF CITY PROPERTY TO ROCKY MOUNTAIN SER - HEADSTART PROGRAM

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:

Lots 52 through 58, Bowers Subdivision of Lot 3, Block 9, Richard D. Mobley's First Subdivision in Section 15, Township 1 South, Range 1 West of the Ute Meridian, also known as 134 West Avenue; and

WHEREAS, Rocky Mountain SER - Headstart Program is desirous of securing from the City a two-year lease for the above described property and the improvements situated thereon.

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

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 Rocky Mountain SER - Headstart Program for the lease of said real property for a term of two years, commencing on June 1, 1992 and terminating on May 31, 1994, and for a rental fee of \$400.00 per month; provided, however that said rental fee shall be considered as a donation in kind by the City as that term is used under Community Action Programs.

PASSED and ADOPTED this 6th day of May, 1992.

Attest:

NAME

\_\_\_\_\_  
President of the Council

Theresa F. Martinez

\_\_\_\_\_  
Acting City Clerk

#### LEASE AGREEMENT

THIS LEASE AGREEMENT entered into as of the 1st day of June, 1992, between the CITY OF GRAND JUNCTION, a municipal corporation, hereinafter referred to as "City", and ROCKY MOUNTAIN SER - HEADSTART PROGRAM, hereinafter referred to as "Lessee";

A. City is the owner of that certain real property and improvements located in the City of Grand Junction, Mesa County, Colorado, described as follows, to wit:

Lots 52 through 58, Bowers Subdivision of Lot 3, Block 9, Richard D. Mobley's First Subdivision in Section 15, Township 1 South, Range 1 West of the Ute Meridian, also known as 134 West Avenue and hereinafter referred to as the "Property".

B. Lessee has occupied and utilized the Property as a public kindergarten program since March 21, 1973.

C. The present lease of the Property is due to expire on May 31, 1992, and the parties hereto are desirous of entering into this Lease Agreement to provide for continued utilization of the Property by Lessee for an additional two (2) years.

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 this Lease shall commence on June 1, 1992 and terminate on May 31, 1994; provided, however, in the event the leased premises shall be required by the City, in whole or in part, for whatever purpose, this lease may be terminated by the City upon giving 6 months prior written notice to Lessee.

3. Rental for the Property shall be \$9,600.00, computed upon the basis of \$400.00 per month, which amount shall be considered as a donation in kind by the City as that term is used under Community Action Programs.

4. Lessee agrees to:

a. Use the Property for public pre-school and associated community purposes only, and to comply with all state, federal and local laws, ordinances and regulations regarding such use.

b. At all times: maintain the Property 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, including, but not limited to, all sewer connections, plumbing, wiring, glass, roofing, heating and ventilation systems in good repair, all at the sole expense of Lessee, and at the expiration of this lease, surrender and deliver up the Property and improvements in as good order and condition as which existed upon the date first above written, reasonable use and wear excepted.

c. Waive and forego any claim, cause of action or demand Lessee may have against the City, its officers, employees and agents 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, 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 from out of, or resulting from Lessee's use of the Property.

d. Not use said Property for any purpose prohibited by the 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 Property for no improper or questionable purposes whatsoever.

e. At its expense and at all times during the term of this Lease, or any extension thereof, 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 amount 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.

f. Comply with all Workmen's Compensation laws and provide proof of Workmen's Compensation insurance to the City's Risk Manager. Said Workmen's Compensation insurance shall cover obligations imposed by applicable laws for any employee engaged in the performance of work on the Property.

g. 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 and the demised premises.

5. During the term of this Lease, or any extension thereof, the City, its officers, employees and agents shall have the right to be on the Property during emergencies and may inspect the Property at anytime upon giving Lessee reasonable advanced notice.

6. 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 Property nor the improvements are sufficient for the purposes of Lessee.

7. 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 first 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.

8. It is agreed that the City shall not be required to make any repairs or improvements on the Property for the Lessee's purposes. Any repairs or improvements made on the premises by the Lessee shall be at the sole expense of the Lessee.

9. Lessee agrees to timely pay any and all real estate taxes and

improvement assessments which may be levied against the Property. Lessee further agrees 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 water, sewer, natural gas, electricity, telephone, trash service and other utilities used on or in connection with the Property. Lessee shall pay any such charges on or before the date the same become due. In the event Lessee fails to promptly pay any such utilities charges, then the City may pay any such amounts due and, in such event, Lessee agrees to reimburse the City for the amount(s) paid by the City, plus interest thereon at the rate of 10% per annum./

10. Lessee acknowledges that the City does not control whether or not uranium mill tailings or other materials considered to be hazardous exist on the Property. 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 claim 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 such plan(s) approved by the City are unacceptable to Lessee.

11. Upon expiration or 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. Should Lessee fail, for whatever reason, to vacate the Property 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 \$100.00 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 \$100.00 is an appropriate liquidated damages amount.

12. If Lessee fails to pay any of the 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 automatically terminate. If Lessee remedies such default, Lessee shall not thereafter have the right of 30 days (to remedy) with respect to the same default, but rather, the Lessee's rights shall, with respect to a subsequent similar default, terminate upon the giving of notice by the City. Any notices sent pursuant to this Lease Agreement shall be delivered by United States certified mail, return receipt requested, and shall be considered served upon Lessee as of the date of mailing indicated

on the postal receipt. All notices shall be sent to Lessee at 134 West Avenue, Grand Junction, Colorado 81501. All notices sent to the City by Lessee shall be addressed to the City of Grand Junction, Attention Property Agent, 250 North 5th Street, Grand Junction, Colorado 81501.

13. Upon expiration or termination of this Lease, the City may, at its sole discretion, select for retention by City any of the improvements installed by Lessee on the Leased premises and Lessee shall, at its sole expense, execute all documents necessary and take all actions necessary to enable City to accomplish such selection and retention of improvements. Those improvements not selected for retention by City shall be removed by Lessee within 30 days of expiration or termination of this Lease; those improvements not removed by Lessee within said 30 day period shall become the property of City to retain dispose of as it wishes.

14. 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 own risk. The City may, however, at its election, apply the proceeds of any insurance obtained by Lessee for this purpose, to repair the damaged improvements.

15. It is expressly agreed that this Lease is one of lease and not one of partnership and the City shall not be or become responsible for any debts contracted by Lessee. Lessee shall save, indemnify and hold the City, its officers, employees and agents harmless against all liability or loss, and against all claims or actions based upon or arising out of any claim, lien, damage or injury (including death), to persons or property caused by Lessee's or sustained in connection with the performance of this Lease Agreement 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.

16. In the event that any party hereto brings or commences legal proceedings to enforce any of the terms of this Lease Agreement, then each party shall pay its own attorney fees, plus costs including the costs of any experts.

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

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

Attest:

Theresa F. Martinez 5-7-92

\_\_\_\_\_  
Acting City Clerk Date

THE CITY OF GRAND JUNCTION, COLORADO a municipal corporation

Mark K. Achen 5/7/92

\_\_\_\_\_  
City Manager Date

Attest:

\_\_\_\_\_  
Date

ROCKY MOUNTAIN SER - HEADSTART PROGRAMS

NAME 5/23/92

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

NAME 5/22/92

\_\_\_\_\_  
Date

RESOLUTION NO. 40-92

CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO ANGELA M. MARTINEZ

WHEREAS, Angela M. Martinez, who represents that she is the owner in fee simple of the property located at 519 North 12th Street in Grand Junction, has petitioned the City Council of the City of Grand Junction, Colorado, for a Revocable Permit to allow the installation of a 20-inch high brick planter for landscape purposes in the following described public right-of-way for North 12th Street, to wit:

The public right-of-way for North 12th Street located between the West edge of the sidewalk and the West right-of-way line for North 12th Street adjacent to the North 50 feet of Lot 18 of Block 66, City of Grand Junction; and

WHEREAS, the City Council of the City of Grand Junction has determined that such action would not at this time be detrimental to the inhabitants of the City;

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

That the City Manager, on behalf of the City and as the act of the City, is hereby directed to grant the attached Revocable Permit to the above-named Petitioner, her heirs and assigns, for the



installation of a 20-inch high brick planter, said height to be measured from the top of the existing public sidewalk, within the public right-of-way aforescribed, subject, however, to the several terms, covenants and conditions contained in the attached Revocable Permit.

PASSED and ADOPTED this 6th day of May, 1992.

Attest:

NAME

\_\_\_\_\_  
President of the Council

Theresa F. Martinez

\_\_\_\_\_  
Acting City Clerk

REVOCABLE PERMIT

WHEREAS, Angela M. Martinez, who represents that she is the owner in fee simple of the property located at 519 North 12th Street in Grand Junction, has petitioned the City Council of the City of Grand Junction, Colorado, for a Revocable Permit to allow the installation of a 20-inch high brick planter for landscape purposes in the following described public right-of-way for North 12th Street, to wit:

The public right-of-way for North 12th Street located between the West edge of the sidewalk and the West right-of-way line for North 12th Street adjacent to the North 50 feet of Lot 18 of Block 66, City of Grand Junction; and

WHEREAS, the City Council of the City of Grand Junction has determined that such action would not at this time be detrimental to the inhabitants of the City;

NOW, THEREFORE, IN ACCORDANCE WITH THE ACTION OF THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

There is hereby granted to Angela M. Martinez, her heirs and assigns, a Revocable Permit to allow the installation of a 20-inch high brick planter for landscape purposes within the public right-of-way aforescribed; provided, however, that the issuance of this Revocable Permit shall be conditioned upon the following:

1. The brick planter aforescribed shall not exceed 20 inches in height as measured from the top of the existing public sidewalk for North 12th Street adjacent to the East of 519 North 12th Street;

2. The brick planter shall not be installed in a manner which will limit sight distance or create any other hazardous situation or dangerous condition for vehicular or pedestrian traffic;

3. The installation and maintenance of said brick planter shall be subordinate to all existing utilities and preexisting easements;

4. The Petitioner shall not hold the City liable for any damages caused to said brick planter as a result of the City's or any other Public Utility's maintenance or future installation of roadway improvements or public utilities within the aforescribed public right-of-way;

4. The Petitioner, her heirs and assigns, shall be responsible for the proper care and maintenance of said brick planter;

5. This Revocable Permit shall be issued only upon the concurrent execution by the Petitioner of an agreement that the Petitioner will save and hold the City, its officers, employees and agents harmless from, and indemnify the City, its officers, employees and agents, with respect to any claims or causes of action however stated arising out of the encroachment or use granted, and that upon revocation of this Permit, the Petitioner will, within thirty (30) days of notice of revocation, peaceably surrender said right-of-way to the City and, at her own expense, remove any encroachment so as to restore the right-of-way to its original condition.

DATED this 7th day of May, 1992.

Attest:

Mark K. Achen

Mark K. Achen, City Manager

Theresa F. Martinez

Acting City Clerk

Acceptance:

Angela M. Martinez

Angela M. Martinez

AGREEMENT

Angela M. Martinez, for herself, her heirs and assigns, does hereby agree that she will abide by each and every condition contained in the foregoing Permit; that she shall indemnify the City of Grand Junction, its officers, employees and agents, and hold the City of Grand Junction, its officers, employees and agents harmless from all claims and causes of action as recited in said Permit; and that upon revocation of the Permit, she agrees to within thirty (30) days peaceably surrender said public right-of-way to the City and, at her own expense, remove any encroachment

so as to restore the right-of-way to its original condition.

DATED at Grand Junction, Colorado, this 11th day of May, 1992.

Angela M. Martinez

\_\_\_\_\_  
Angela M. Martinez  
519 North 12th Street  
Grand Junction, Colorado 81501

STATE OF COLORADO	)	
	)	SS.
COUNTY OF MESA	)	

The foregoing Agreement was acknowledged before me this 11th day of May, 1992, by Angela M. Martinez.

Witness my hand and official seal.

My commission expires: 2/28/96

NAME

\_\_\_\_\_  
Notary Public

4. Award Contract for the purchase of a \$35,850.00 Vibratory Asphalt Roller from Power Motive Corporation of Grand Junction

Invitations for Bids for the purchase of an Asphalt Vibratory Roller were distributed to seven (7) equipment dealers; we received two (2) bids. Neither bid met our specifications; however, the low bid is close enough for Staff to request authorization to purchase the roller. The low bid of \$35,850.00 was submitted by Power Motive Corporation for a Dresser Vibratory Roller. Cost includes trade allowance of \$3,000.00 for a 1980 Hyster Roller. Our only other bid was submitted by White Star Equipment for a Bomag Roller at \$37,450.00.

5. Authorization for Purchase of John Deere 24hp diesel 4WD Tractor for Parks Department

Bids were opened April 30th for the purchase of a 4WD 24hp diesel tractor equipped with front bucket, rotary broom, sickle bar and weather enclosure. The tractor will be used for riverfront trail system maintenance. The low bid was submitted by Delta Implement Co. of Grand Junction in the amount of \$18,131.00. The purchase price is under budget. Staff recommends purchasing the John Deere

Model 855 Tractor as bid.

6. Change Order to Foresight Park Reconstruction Project

The top lift of asphalt was placed on March 12 and 13, 1992. The project was completed on March 30, 1992. The original contract amount was \$233,888.25. The final cost of the project including change orders was \$261,044.43, an increase of \$27,156.18 (11.5%).

7. Award Landscape Contract for Fire Station #2

Bids were opened March 26, 1992, for landscaping of Fire Station #2. The low bid was submitted by Clarke and Company of Grand Junction in the amount of \$52,926.

8. Authorize \$100.00 General Fund contingency expenditure to Chamber of Commerce in support of April 15, 1992, "Accessing Our Future" conference at Two Rivers Convention Center

\* \* \* END CONSENT CALENDAR \* \* \*

PUBLIC HEARING - LDS ANNEXATION, CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, 2542 G ROAD, APPROXIMATELY 5.82 ACRES LOCATED NORTHWEST OF 25-1/2 ROAD AND G ROAD - RESOLUTION NO. 41-92 TO ANNEX - PROPOSED ORDINANCE

This property lies north and west of the applicant's property which was annexed as part of Wilson Ranch Annexation No. 1. This is currently vacant land comprised of a single parcel of approximately 5.82 acres located northwest of 25-1/2 and G Roads.

Karl Metzner, Community Development Department, reviewed this item stating that this is a single parcel owned by the LDS Church. It is a 100% annexation petition. The property consists of less than 10 acres that is required for the impact statement, so an impact statement will not be forwarded to the County Commissioners on this petition.

The President opened the hearing. There were no opponents, letters, or counterpetitions.

Upon motion by Councilman Shepherd, seconded by Councilman McCurry and carried by roll call vote, Resolution No. 42-92 was passed and adopted.

Upon motion by Councilman Bennett, seconded by Councilman Nelson and carried by roll call vote, the proposed ordinance was passed for publication.

ORDINANCE NO. 2572 - AMENDING SECTION 19-25(2) OF THE CODE OF ORDINANCES REGARDING TRESPASS

There were no comments. Upon motion by Councilman Bessinger, seconded by Councilman Nelson and carried by roll call vote,

Ordinance No. 2572 was passed and adopted.

RATIFICATION OF CITY MANAGER'S SIGNATURE ON WILSON RANCH AGREEMENT

City Attorney Dan Wilson explained that this agreement refers to the property which is the balance of what the developer is going to build of what is called Wilson Ranch. Construction has begun on the first phase. It is a standard annexation agreement.

Upon motion by Councilman Bennett, seconded by Councilman McCurry and carried with Councilman BAUGHMAN voting NO, the City Manager's signature on Wilson Ranch Agreement was ratified.

RESOLUTION NO. 41-92

WHEREAS, on the 1st day of April, 1992, 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:

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE UTE MERIDIAN, MESA COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 34, AND CONSIDERING THE SOUTH LINE OF SAID SECTION 34 TO BEAR DUE WEST AS A BASIS OF BEARINGS; THENCE NORTH A DISTANCE OF 30.0 FEET; THENCE WEST A DISTANCE OF 460.0 FEET TO THE POINT OF BEGINNING; THENCE NORTH A DISTANCE OF 340.0 FEET; THENCE EAST A DISTANCE OF 440.0 FEET TO THE WEST RIGHT-OF-WAY LINE FOR 25 1/2 ROAD; THENCE NORTH ALONG THE WEST RIGHT-OF-WAY LINE FOR 25 1/2 ROAD A DISTANCE OF 290.0 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34 A DISTANCE OF 640 FEET TO THE NORTHWEST CORNER OF THE SAID SOUTHEAST QUARTER SOUTHEAST QUARTER SOUTHWEST QUARTER; THENCE SOUTH ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34 A DISTANCE OF 630 FEET TO THE NORTH RIGHT-OF-WAY LINE FOR G ROAD; THENCE EAST ALONG THE NORTH RIGHT-OF-WAY LINE FOR G ROAD A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING.

ANNEXATION PERIMETER 2540.00 FT.  
CONTIGUOUS PERIMETER 1270.00 FT.  
AREA IN SQUARE FEET 253,600.00  
AREA IN ACRES 5.82

WHEREAS, a hearing on the petition was duly held after proper notice on the 6th day of May, 1992; and

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 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;

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 6th day of May, 1992.

Attest:

NAME

\_\_\_\_\_  
President of the Council

Theresa F. Martinez

\_\_\_\_\_  
Acting City Clerk

PROPOSED ORDINANCE - DISCONNECTING CERTAIN LANDS ON THE REDLANDS GENERALLY WEST AND SOUTH OF THE RIDGES METROPOLITAN DISTRICT

City Attorney Dan Wilson explained that at the April 15, 1992, City Council meeting, Council adopted on second reading an ordinance that annexed a series of properties on the Redlands. The Ordinance will become effective May 17, 1992. City Council directed staff to consider de-annexing or disconnecting. He explained that the State statutes do not have a provision that applies to home-rule cities. There is a provision for disconnection for Statutory cities and towns. Mr. Wilson has applied those set of rules to this ordinance. He stated that the ordinance also makes a finding that any taxing entity, including State and County, treat these properties as not having been in the City to avoid circumstances where you have some theoretical applications ad valorem for the 2-3 week period. It is Council's intent that it be treated as if it never came into the City.

Mr. Wilson pointed out that if certain of the properties are disconnected, it might be questioned how the area will remain contiguous to the City. The answer is, Painted Bowl was annexed approximately 1-1/2 years ago, and the contiguity is not affected at all.

The normal process for annexations is first a petition is developed, circulated, signed, brought to the Clerk, placed on the agenda with a hearing set 30-60 days later, then an ordinance on first and second reading. Mr. Wilson stated that those preliminary steps are not required, in his opinion, under the disconnection statute, and it can be accomplished by first reading and second reading only.

City Manager Mark Achen stated that as a courtesy to the property owners involved, the City has notified all of them (local and out of town) even though the Statute does make that requirement.

Councilman Bessinger felt that the current Ridges Annexation should remain as it is, and set new policy for annexing from this point on.

Upon motion by Councilman Shepherd, seconded by Councilman McCurry and carried with Councilman BESSINGER voting NO, the proposed ordinance was passed for publication.

At this time, Ms. Tery Dixon, 2119 S. Broadway, submitted a letter of appreciation to City Council for the record.

#### CONDITIONAL USE PERMIT - CAPTAIN D'S DRIVE-THRU RESTAURANT LOCATED AT 1812 NORTH AVENUE

This is a request by Western Engineers, Inc., for a Conditional Use Permit to construct a Captain D's Drive-Thru Restaurant in a C-1 Zone at 1812 North Avenue, that was approved by the Grand Junction Planning Commission at its April 7 meeting. Representatives from United Bank have appealed the decision of Planning Commission because of the potential use of United Bank's private drive to 28 Road by Captain D's customers. Bennett Boeschstein, Community Development Director, reviewed this item. City Engineer Don Newton addressed traffic circulation.

Those speaking in favor of the project:

1. Larry Gebhart, 447 30-1/4 Road, Western Engineer's, Inc., engineer for the project, was present, and reviewed his proposal. He stated that Captain D's is a subsidiary of Shoney's based in Nashville, Tennessee.

2. Greg Kemp, 2668 G Road, attorney for the developer, was present stating the restaurant will employ 10-12 people plus a manager. Mr. Kemp stated that Captain D's would not be interested in this parcel of land if a drive-thru window is not allowed. All Captain D's restaurants have drive-thru windows.

3. Perry Underwood, 1131 N. 21st Street, real estate broker, stated that the plans include an attractive restaurant that would enhance the aesthetic appeal of North Avenue. He stated that United Bank created a private driveway connecting two public rights-of-way, 28 Road and Court Road. He felt that to restrict

others from using public rights-of-way is unfair to the public. He stated that if some other restaurant wanted to build without a drive-thru window at this site, United Bank would have no say in the matter.

4. Jeff Williams, 2645 Central Drive, Bray & Company, stated that Shoney's has expended a considerable amount of funds and time working with the bank to resolve this situation.

Those speaking in opposition of the proposal:

1. Keith Mumby, attorney with Golden, Mumby, Summers & Livingston, representing United Bank, presented diagrams regarding traffic counts. United Bank objects to another business using its private drive as a short cut from Court Road to 28 Road. United Bank's proposal will attempt to make this as difficult as possible, and hopefully prevent the use of that drive.

2. Bill Loring, 1973 Frontage Road, Fruita, gave some history on the earlier years when United Bank first went in at this location. He felt that neither United Bank's nor Captain D's proposal would solve this problem.

There were no other opponents, letters, or counterpetitions.

Councilman Bennett did not feel it is Council's responsibility to solve the self-created traffic problems of these two entities.

City Engineer Don Newton stated that the only possible solution to the problem would be to extend Bunting Avenue between Court Road and 28 Road. Councilman Shepherd favored the possibility of creating an improvement district for Bunting Avenue which could alleviate some of these problems. City Engineer Don Newton estimated improvement costs at \$100-\$125/foot for a 430-foot distance on Bunting Avenue.

Councilman Bessinger left the meeting at this time.

City Manager Mark Achen felt it was important that Council address the inadequacy of infrastructure to service the developable land available for infill growth.

Upon motion by Councilman Bennett, seconded by Councilman McCurry, it was moved that this item be tabled for two weeks and let both entities resolve this traffic problem, and the City Engineer was directed to compile some costs for an acceptable improvement to Bunting Avenue.

RECESS

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

REQUEST TO DEFER ALLEY IMPROVEMENT FEES FOR AMERICAN RED CROSS



FACILITY AT 506 GUNNISON AVENUE

Staff has reviewed a proposal to resubdivide and consolidate five downtown lots into two lots on the northeast corner of 5th Street and Gunnison Avenue. The two lots would accommodate the existing American Red Cross building on one and an exiting duplex on the other. No new development on either lot is being proposed. As per past policy, staff is requiring payment for alley improvements along the lot frontage. Bennett Boeschstein, Community Development Director, reviewed this item. He stated that the Red Cross is now willing to circulate a petition for an alley improvement district. Another method would be to hold the plat pending a sale, and at the time of the sale, collect the \$1500. Another option is to collect the \$1500 now.

Mr. David Scanga, attorney representing the American Red Cross, stated that the formation of an improvement district would allow the cost to be paid over time instead of having to put the \$1500 in escrow now for the improvement. If the petition for an alley improvement is not successful, Mr. Scanga requested that the Red Cross be given 18 months to 2 years because of the marketing time to sell a portion of its property.

City Manager Mark Achen stated that by extending time, it can increase costs. Council sets the assessments rates annually. The year that the plat is recorded, that year's current assessment rate would apply.

Upon motion by Councilman Nelson, seconded by Councilman McCurry and carried, the alley improvement fees for the American Red Cross facility was deferred for a period of two years, contingent upon the American Red Cross paying the current assessment rate at the time of the sale, and the plat will not be recorded until the sale, or allowing the American Red Cross to circulate a petition for alley improvements.

City Attorney Dan Wilson stated that use of the term "deferral" is a term that in the past Council has not used. Technically, this is really not a deferral. What it is really saying is the subdivision will not be recorded, and therefore the needs of the money is not triggered. He stated that the motion, as stated, is fine.

PROPOSED ORDINANCE - CREATING SECTIONS 12-12 THROUGH 12-20 OF ORDINANCE NO. (\_\_\_\_\_) PROVIDING FOR AMBULANCE SERVICES IN THE CITY OF GRAND JUNCTION

The proposed Ambulance Ordinance provides for and refers to a Manual of Operations for Ambulance Service Providers. The Manual of Operations for Ambulance Services establishes minimum guidelines for the operations of ambulances within the city in conformance with the regulations contained in the proposed ordinance.

Assistant City Attorney John Shaver stated that Page 9, Section

12-18, subparagraph 1 of Section 4 regarding financial statements was amended by deleting that paragraph.

Upon motion by Councilman Baughman, seconded by Councilman Shepherd, and carried with Councilmembers BENNETT and MCCURRY voting NO, the proposed ordinance was passed for publication.

PROPOSED ORDINANCE - REPEALING AND REENACTING WITH AMENDMENTS ORDINANCE NO. 2409 PROVIDING FOR RABIES CONTROL; LICENSING OF DOGS; RESTRAINT OF ANIMALS RUNNING AT LARGE; RESTRAINT OF VICIOUS DOGS; RESTRAINT OF BARKING DOGS; IMPOUNDMENT AND DISPOSITION OF ANIMALS, ESTABLISHING PENALTIES FOR VIOLATION OF SUCH PROVISIONS; AND AUTHORIZING PUBLICATION IN PAMPHLET FORM.

Upon motion by Councilman Shepherd, seconded by Councilman McCurry and carried with Councilman BENNETT voting NO, the proposed ordinance was passed for publication.

PROPOSED ORDINANCE - ESTABLISHING LOCAL LAW GOVERNING THE DISPOSITION OF UNCLAIMED PROPERTY

City Attorney Dan Wilson stated that the State Statute requires that the local law must be effective on or before July 1, 1992. Upon motion by Councilman Bennett, seconded by Councilman Shepherd and carried, the proposed ordinance was passed for publication.

HEARING - PROPOSED STREET IMPROVEMENT DISTRICT; WEST MESA AVENUE - RESOLUTION NO. 42-92 CREATING AND ESTABLISHING DISTRICT, ADOPTING DETAILS, PLANS AND SPECS

Councilman Baughman removed himself from discussion and voting on this item.

City Property Agent Tim Woodmansee reviewed this item. He stated that this district would improve West Mesa Avenue from 1st street west to the west intersection of Bluegill Drive. A petition was submitted containing signatures of 55% of the property owners. The petition exceeds the requirements for a successful petition as provided in Section 18, Article 1 of the Code of Ordinances, and also as stated in People's Ordinance No. 33 which states "the City shall not order the construction of any improvements where assessments are to be levied against the property owners except after approval by a majority of the property owners to be assessed." The signatures also represent 64% of the footage to be assessed, and 66% of the cost that would be assessed against the property owners. The improvements would include full paving, curb, gutter, sidewalk, and the installation of new buried storm drainage facilities. The City would likely replace the sanitary sewer line buried under West Mesa Avenue during the project at no cost to the property owners. Staff has concluded that this project cannot be designed and constructed in 1992 if the design is done in-house. The recommendation is to make it explicit, either by Resolution or motion, that construction would not take place until 1993. The project is estimated to cost \$301,000. There is an

estimated street ID fund balance for year end 1992 of \$200,000. In addition Staff would be able to budget for the sanitary sewer work in the CIP budget.

Those speaking in opposition to the creation of the district:

1. Don Rodgers, 1643 Spruce Court, resides at the corner of Spruce Court and West Mesa Avenue. Mr. Rodgers suggested that the cost be divided among all residents in the area, as many of the streets and dead-end, and the only access to First Street is West Mesa Avenue. He felt the cost was exorbitant, and should be reduced.

2. John Sigmon, 1635 Juniper Court, stated that several years ago a proposal was made and accepted by everyone that lived in the area, that what had already been paid for in paving, they would be given credit for, and would be assessed on a square foot basis of their property. He stated that one resident resisted and threatened to sue the City, and the proposal fell through. Mr. Sigmon suggested that the entire area be given credit for the previously paid for paving, and go back to the same formula that each property owner be assessed on a square foot basis of the size of their property. He stated that years ago that the County did the paving in the area and the property owners provided the materials. It has not been repaired since it has been taken into the City.

3. Sherman Matney, 700 West Mesa Avenue, requested that this improvement district be stopped east of his property line as he is opposed to the creation of the district.

4. Evelyn Rodgers, 1643 Spruce Court, opposed because of the cost.

Those speaking in favor of the improvement district:

1. Jean Davis, 2619 West Mesa Avenue, stated that after 20 years of neglect, she felt West Mesa Avenue needs to be paved with sidewalks.

2. Yolanda Treude, 1705 Poplar Drive, state she is in favor of the improvement district.

3. Rose Turnbull, 1640 Balsam Court, stated she is in favor of the improvement district as she has been flooded several times while living in the area. She also felt those residing on the cul-de-sacs should also share the costs.

4. Charles Teed, 510 West Mesa Avenue, spoke in favor of the district. He felt the district needs to be created mainly because of the drainage problems.

There were no other opponents, letters, or counterpetitions.

Upon motion by Councilman Nelson, seconded by Councilman Bennett and carried, Resolution No. 42-92 was passed and adopted, and

directed that the district be assessed at this year's rate, be constructed in 1993, and assessed upon completion.

Councilman Baughman returned to his chair at this time.

HEARING - ALLEY IMPROVEMENT DISTRICT 1992, PHASE B (I.D. ST-92 ALLEY, PHASE B) - RESOLUTION NO. 43-92 CREATING AND ESTABLISHING DISTRICT, ADOPTING DETAILS, PLANS AND SPECS

City Realty Specialist Peggy Holquin reviewed this item. On March 18, 1992, Council adopted a Resolution of intention to create the district. Petitions have been received for three alleys signed by the majority of property owners to be assessed:

1. Cross alley between 7th and 8th Street, Gunnison to Hill Avenue. The petition was signed by 70% of the owners to be assessed representing 73% of the abutting footage. The estimated cost to construct is \$49,125. The absolute cost to the property owners is \$10,147.50.

RESOLUTION NO. 42-92

CREATING AND ESTABLISHING STREET IMPROVEMENT DISTRICT NO. ST-92, WITHIN THE CORPORATE LIMITS OF THE CITY OF GRAND JUNCTION, COLORADO, AUTHORIZING THE RECONSTRUCTION OF WEST MESA AVENUE, ADOPTING DETAILS, PLANS AND SPECIFICATIONS FOR THE PAVING THEREON AND PROVIDING FOR THE PAYMENT THEREOF

WHEREAS, on the March 18, 1992, the City Council of the City of Grand Junction, Colorado, passed a Resolution Stating its Intent to Create Street Improvement District No. ST-92, Authorizing the City Engineer to prepare full details, plans and specifications for the paving thereon together with a map of the District to be assessed, and Authorizing Notice of Intention to Create said District; and

WHEREAS, the City Engineer has fully and strictly complied with the directions so given, and has filed such specifications and map, all in accordance with said Resolution and the requirements of Ordinance No. 178, as amended, of said City; and

WHEREAS, Notice of Intention to Create said District was duly published.

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

1. That said specifications and map be and the same are hereby approved and adopted.
2. That said Street Improvement District No. ST-92, be and the same is hereby created and established; and that the reconstruction of West Mesa Avenue therein be, and the same are hereby authorized and directed, in accordance with the Ordinance

No. 178, as amended, of the City of Grand Junction.

3. That the reconstruction of said street shall be made by contract let to the lowest reliable and responsible bidder after public advertisement, except that if it is determined by the City Council that the bids are too high, and that the proposed improvements can be efficiently made by the City, the City may provide that the construction shall be made under the direction and control of the City Manager by hiring labor by the day or otherwise, and by purchasing all necessary material, supplies and equipment.

4. That the improvements in said District were duly ordered, after notice duly given, and that all conditions precedent and all requirements of the laws of the State of Colorado, the Charter of the said City, and Ordinance No. 178, as amended, being Chapter 18 of the Code of Ordinances of the City of Grand Junction, Colorado, have been strictly complied with.

5. That the description of the improvements to be constructed, the boundaries of said Street Improvement District No. ST-92, the amounts to be assessed, the number of installments and assessments, the time in which the cost shall be payable, the rate of interest on unpaid installments, and the manner of apportioning and assessing such cost, shall be as prescribed in the Resolution adopted for said District on the March 18, 1992, and in accordance with the published Notice of Intention to Create said District.

PASSED and ADOPTED this 6th day of May, 1992.

Attest:

NAME

\_\_\_\_\_  
President of the Council

Theresa F. Martinez

\_\_\_\_\_  
Acting City Clerk

RESOLUTION NO. 43-92

CREATING AND ESTABLISHING ALLEY IMPROVEMENT DISTRICT NO. ST-92, PHASE B, WITHIN THE CORPORATE LIMITS OF THE CITY OF GRAND JUNCTION, COLORADO, AUTHORIZING THE RECONSTRUCTION OF CERTAIN ALLEYS, ADOPTING DETAILS, PLANS AND SPECIFICATIONS FOR THE PAVING THEREON AND PROVIDING FOR THE PAYMENT THEREOF

WHEREAS, on the 18th day of March, 1992, the City Council of the City of Grand Junction, Colorado, passed a Resolution Stating its Intent to Create Alley Improvement District No. ST-92, Phase B, Authorizing the City Engineer to prepare full details, plans and specifications for the paving thereon together with a map of the District to be assessed, and Authorizing Notice of Intention to

Create said District; and

WHEREAS, the City Engineer has fully and strictly complied with the directions so given, and has filed such specifications and map, all in accordance with said Resolution and the requirements of Ordinance No. 178, as amended, of said City; and

WHEREAS, Notice of Intention to Create said District was duly published.

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

1. That said specifications and map be and the same are hereby approved and adopted.

2. That said Alley Improvement District No. ST-92, Phase B, be and the same is hereby created and established; and that the reconstruction of a certain alleys therein be, and the same are hereby authorized and directed, in accordance with the Ordinance No. 178, as amended, of the City of Grand Junction.

3. That the reconstruction of said alleys shall be made by contract let to the lowest reliable and responsible bidder after public advertisement, except that if it is determined by the City Council that the bids are too high, and that the proposed improvements can be efficiently made by the City, the City may provide that the construction shall be made under the direction and control of the City Manager by hiring labor by the day or otherwise, and by purchasing all necessary material, supplies and equipment.

4. That the improvements in said District were duly ordered, after notice duly given, and that all conditions precedent and all requirements of the laws of the State of Colorado, the Charter of the said City, and Ordinance No. 178, as amended, being Chapter 18 of the Code of Ordinances of the City of Grand Junction, Colorado, have been strictly complied with.

5. That the description of the improvements to be constructed, the boundaries of said Alley Improvement District No. ST-92, Phase B, the amounts to be assessed, the number of installments and assessments, the time in which the cost shall be payable, the rate of interest on unpaid installments, and the manner of apportioning and assessing such cost, shall be as prescribed in the Resolution adopted for said District on the 18th day of March, 1992, and in accordance with the published Notice of Intention to Create said District.

PASSED and ADOPTED this 6th day of May, 1992.

NAME

\_\_\_\_\_  
President of the Council

Attest:

Theresa F. Martinez

\_\_\_\_\_  
Acting City Clerk

2. East/West alley between 12th and 13th Street, Grand to Ouray Avenue. The petition was signed by 75% of the owners to be assessed representing 75% of the abutting footage. The estimated cost to construct is \$30,000. The absolute cost to the property owners is \$4,800.

3. East/West alley between 13th and 14th Street, Main to Rood Avenue. The petition was signed by 69% of the property owners to be assessed representing 69% of the abutting footage. The estimated cost is \$30,000. The absolute cost to the property owners is \$5,100.

There were no opponents, letters or counterpetitions.

Upon motion by Councilman Bennett, seconded by Councilman McCurry and carried, Resolution No. 43-92 was passed and adopted.

AGREEMENT WITH LARMER TRAINING, AND DEVELOPMENT TO DEVELOP AND IMPLEMENT TRAINING PROGRAMS FOR CITY EMPLOYEES - \$28,000 FOR ONE YEAR

The Agreement with Larmer Training and Development is expected to improve the cost effectiveness and impact of our training effort through the provision of customized, on-site group training programs and activities in subject areas for which employees were previously sent outside the organization. The use of one trainer for the bulk of our non-technical training will build a level of organizational expertise on the part of the trainer and lend depth, practicality and consistency to the training received by our employees. This Agreement covers 12 months for a sum of \$28,000 plus reasonable expenses.

Upon motion by Councilman Bennett, seconded by Councilman McCurry and carried, the Agreement with Larmer Training and Development to develop and implement training programs for City employees was approved.

GRANTING AN EASEMENT TO PUBLIC SERVICE COMPANY TO PROVIDE UTILITIES SERVICE TO MASTERS AT TIARA RADO

Upon motion by Councilman McCurry, seconded by Councilman Shepherd and carried, an easement was granted to Public Service Company to provide utilities service to Masters at Tiara Rado.

CITY MANAGER UPDATES MEDIA ON STATUS OF POLICE AND FIRE PENSION LITIGATION

Before going into Executive Session, City Manager Mark Achen gave a lengthy overview of past negotiations and activities regarding the Police and Fire Pension litigation.

ADJOURN TO EXECUTIVE SESSION

The President adjourned the meeting to Executive Session to discuss the status of Police and Fire Pension Litigation. The court date for hearing has been set for May 18 and 19, 1992.

Theresa F. Martinez

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Theresa F. Martinez, CMC  
Acting City Clerk