

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

JULY 1, 1992

The City Council of the City of Grand Junction, Colorado, convened in regular session the 1st day of July, 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, Conner Shepherd, and President of the Council Reford Theobold. Also present were City Manager Mark Achen, City Attorney Dan Wilson, and Acting City Clerk Teddy Martinez.

Council President Theobold called the meeting to order and Councilman Bessinger led in the Pledge of Allegiance. The audience remained standing during the invocation by Terry Baxter, Grand Junction Baptist Church.

PROCLAMATION DECLARING THE MONTH OF JULY, 1992, AS "RECREATION AND PARKS MONTH"

APPOINTMENT OF DR. LYNN JAMES TO A THREE-YEAR TERM ON THE PARKS AND RECREATION ADVISORY BOARD - THREE-YEAR TERM

Upon motion by Councilman McCurry, seconded by Councilman Nelson and carried, Dr. Lynn James was re-appointed to a three-year term on the Parks and Recreation Advisory Board.

* * * CONSENT CALENDAR * * *

The Consent Calendar is intended to allow the City Council to spend its time and energy on the more complex items on a lengthy agenda. Items on the Consent Calendar are routine items and issues of no perceived controversy and can be approved by a single motion. Councilmembers may ask that an item be removed from the Consent Calendar for individual consideration. Councilmembers may vote NO on specific items without asking that they be removed from the Consent Calendar.

Upon motion by Councilman McCurry, seconded by Councilman Bennett and carried, the following Consent Items 1-3 were approved:

1. Approve the minutes of the Regular Meeting June 3, 1992
2. Award of Contract - Street Pavement Overlays 1992 - United Companies - \$439,473.45 (non-rubberized asphalt)

Bids received on June 11, 1992, are summarized below for both rubberized and non-rubberized asphalt.

;tabs=3

tb;Rubberized Asphalt	Non-Rubberized Asphalt
United Companies □ \$490,912.75 □ \$439,473.45 \$490,912.75	\$439,473.45
Elam Construction □ \$484,105.90 □ \$446,417.70 \$484,105.90	\$446,417.70
Engineer's Estimate □ \$589,941.00 □ \$544,006.00 \$589,941.00	\$544,006.00

Public Works Manager Mark Relph clarified that the low bidder is United Companies for the non-rubberized asphalt in the amount of \$439,473.45.

3. Approval to purchase eight sewer flow meters, four water quality samplers, software, and associated appurtenances from Ted D. Miller Associates, Inc., Denver, in the amount of \$33,153.

Proposals for sampling and flow monitoring equipment were requested from three companies. The companies were ADS out of California; Canyon Systems, Inc., from Lakewood and Ted D. Miller Associates, Inc., Denver. Due to the specialized nature of the equipment it was not possible to write a set of specifications that would apply to the various suppliers for a formal bid. Each supplier's equipment is a little different. All three suppliers gave presentations on and demonstrated the equipment to the personnel at Persigo that would be administering the program. There are no local suppliers for this type of equipment. Proposals from Canyon Systems, Inc. (\$36,274) and Ted D. Miller Associates, Inc. (\$33,153) were comparable. The proposal from ADS (\$57,000 for flow monitors only) was considerably higher because of the sophistication of their equipment. The proposal supplied from Ted D. Miller Associates, Inc., best fit the needs of the City as managers of the 201 City/County sewer system.

* * * END OF CONSENT CALENDAR * * *

* * * ITEMS NEEDING INDIVIDUAL CONSIDERATION * * *

HEARING - APPLICATION BY WESTERN COLORADO CENTER FOR THE ARTS, INC., FOR THREE MALT, VINOUS AND SPIRITUOUS LIQUOR SPECIAL EVENTS PERMITS FOR THE RENAISSANCE FAIR TO BE HELD ON WATSON ISLAND ON SEPTEMBER 18, 19 AND 20, 1992

A hearing was held after proper notice on the application by Western Colorado Center for the Arts, Inc., for three (3) malt, vinous and spirituous liquor special events permits for the Renaissance Fair to be held on Watson Island on the following dates:

- a. September 18, 1992, 12:00 p.m. to 6:00 p.m.;
- b. September 19, 1992, 9:00 a.m. to 7:00 p.m.;
- c. September 20, 1992, 9:00 a.m. to 7:00 p.m.

Mr. Dave Davis, representing Western Colorado Center for the Arts, was present. There were no opponents, letters or counterpetitions. Upon motion by Councilman McCurry, seconded by Councilman Baughman and carried, the application for three permits for September 18, 19, and 20, 1992, was approved.

RESOLUTION NO. 47-92 AMENDING 1978 RESOLUTION ADOPTING STREET DEVELOPMENT STANDARDS

The City and County Public Works, Community Development and Planning Departments have developed new standards and details for the development and construction of streets and utilities within the City and urbanizing areas of Mesa County. These standards were developed in cooperation with the Utilities Coordinating Committee, Home Builders Association of Northwestern Colorado, the Grand Junction Forestry Board, local consulting engineers and various other groups and individuals.

The proposed standards were the subject of a joint City/County Planning Commission hearing held on June 18, 1992. There were no comments in opposition to standards at this hearing. Each Planning Commission passed a motion recommending adoption of the standards by the City Council and County Commissioners with the revisions.

City Engineer Don Newton reviewed three revisions. Public Works Managers Mark Relph gave a slide presentation. Dave Thornton, Community Development Department, addressed set-back requirements. Mr. Tom Logue, representing Coalition between the Home Builders Association of Northwestern Colorado and the Board of Realtors, was present. He supported the adoption of the street standards.

City Engineer Don Newton reviewed the revisions which were recommended by the Planning Commission:

1. Delete the Urban Residential Access street section as it is not necessary because it is only 2 feet less width than the Urban Residential Subcollector section;
2. The maximum length of 1000 feet for a dead-end street be deleted.

3. Accessible curb ramps be widened an additional 3 feet to allow wheelchairs, and allow pedestrians to walk around the ramps rather than through them.

Upon motion by Councilman Shepherd, seconded by Councilman McCurry and carried by roll call vote with Councilman BESSINGER voting NO, Resolution No. 47-92 was passed and adopted with the above revisions.

REZONE AND OUTLINE DEVELOPMENT PLAN FOR TRANSMEIER MOBILE HOME PARK AT 531 MALDONADO STREET - DENIED

Petitioner, Ross Transmeier, is appealing a decision of denial by Planning Commission to rezone 2.39 acres located at 531 Maldonado from Residential Multi-family - 64 units per acre (RMF-64) to Planned Mobile Home with a maximum density of 5.9 units per acre and approval of an Outline Development Plan for the project (14 mobile home spaces). Planning Commission denied the rezone for the following stated reasons: (1) the original zoning is not compatible with the present use; and (2) the proposed zoning is not compatible with the present use.

This item was reviewed by Dave Thornton, Community Development Department. Mr. Thornton recommended approving the rezone with the following conditions:

1. The owner obtain preliminary plan approval (by July 1, 1993);
2. The owner obtain final plan approval (by July 1, 1994);
3. The following performance standards be required for the manufactured home park:
 - a. All homes must be built after July 1, 1992;
 - b. No homes may have aluminum vertical siding;
 - c. All homes will install an awning of no less than 8' x 10' and a storage building no less than 8' x 10' and both must be installed within 90 days of move-in;
 - d. A 6-foot privacy fence must be built and continually maintained in a neat and well maintained manner on the North, West and South parameters of the development;
 - e. Each mobile home space will provide a minimum of 4 off-street parking spaces. No parking will be allowed on the private street going into the park;
 - f. Landscaping of each mobile home space shall occur within 90 days of initial occupancy of the first tenant (unless initial occupancy occurs during a non-planting season (September 15 through April 1, in which the following June 30th will be the deadline). Landscaping shall be maintained thereafter even when

spaces remain empty;

g. Each mobile home shall be skirted, including the hitch, within 60 days after entering the park;

h. Each vehicle in the park must be in running condition, with current licenses;

i. Covenants and general rules shall be submitted at the time of preliminary plan for acceptance by the City for the enforcement of the health, safety and general welfare of residents of the park.

Petitioner Ross Transmeier, owned of All Good Mobile Homes and All Good Real Estate, was present. He stated that he has been in the mobile home and manufactured home business for 24 years. He purchased the property with the intent of building a mobile home park. The mobile home park would be owned by Mr. Transmeier, and the sites would be rented. He would place the homes in the park and sell them. Every home would have a different owner. He will not rent the houses. He will rent the sites only. The land would be under one ownership all the time. Mr. Transmeier presented photos of the subject property and surrounding areas. He stated that Crosby, Gunnison, and Maldonado are nearly new streets (50-foot wide). There are new water and sewer lines that were placed in approximately 1987. He felt it would be a natural screen between Industrial and Residential zones.

Mr. Transmeier continued by clarifying that technically a "mobile home" is a structure that is built in the factory and designed to live in. A mobile home has not been built since 1980 according to the Federal definition. Everything built that would be considered a "mobile home" since then is a "manufactured home." He stated that Paradise Valley was approved in 1973 and was the last mobile home park approved in Grand Junction. He felt there is a definite demand for more low cost housing. There has been a large influx of employment in this particular area (the new jail, new City Market, Fuoco Motors, industrial businesses, etc.), thus requiring additional housing.

Mr. Transmeier addressed traffic situations. He stated that he requested that a portion of the road be vacated, and it was denied. He also requested a vacation of the right-of-way so the road does not go on through. Planning Commission objected. He felt a decision needs to be made regarding whether he puts in a cul-de-sac, and the street does not go through, or if he is to pay for his half of the street, he would be willing to do that. He felt it was appropriate to have the street go through, but he could live with either decision. He does not want to pay for both the street improvements and the cul-de-sac. He would also like a decision made on the right-of-way at some point.

Mr. Tom Logue was present and supported the rezone as he felt affordable housing is needed in the area, and felt this proposal will respond to that need. He felt that at a density of 5.9

dwelling units per acre, that it is reasonably compatible with the surrounding single family residential uses to the south. He felt it could be considered compatible with the non-residential zones to the north and east also.

Mr. John Davis, builder/developer, 1023 24 Road, spoke regarding the conditions placed by the Planning Commission. He felt it was excessive. He felt it would be difficult for an owner with a \$24,000 annual income to afford the proposed housing. There are few spaces available in Grand Junction or Mesa County for mobile homes, resulting in a definite need for affordable housing. He felt that requiring new manufactured housing in the area is not meeting the need for affordable housing at all. He supports the proposal as affordable housing is needed, and felt it is compatible with the area.

Those speaking in opposition to the proposal were as follows:

Frank Jimenez, 320 W. Grand Avenue, spoke concerning potential traffic problems, the current and future impact on Mulberry Street, and access problems. Mr. Jimenez preferred permanent structures for the area as opposed to mobile. Mr. Jimenez was also representing the El Poso Association.

John Trujillo, 323 W. Ouray Avenue, was also concerned with traffic problems and the impact on the area residents. The residents have worked hard to improve the area. He did not want to see it depreciate because of an influx of mobile units.

Mr. Scott Brown, 1405 Wellington, Apartment #18, stated that the petitioner purchased the land knowing the current zone. He felt the inhabitants of this area will be landlocked by commercial zone. Traffic and safety were also concerns.

It was moved by Councilman Nelson, and seconded by Councilman Shepherd that the proposed ordinance be passed for publication, and that the aforementioned staff recommendation items 3.a. through 3.i. be incorporated into the proposal, and all references to "mobile home" be changed to "manufactured home," and lands are to be rented, homes are to be owned.

Roll was called upon the motion with the following result:

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

The motion failed to pass as five majority votes are required to overturn a Planning Commission decision. The proposal was denied.

TEN-MINUTE RECESS

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

CONTINUATION OF DISCUSSION OF REZONE AND OUTLINE DEVELOPMENT PLAN FOR TRANSMEIER MOBILE HOME PARK AT 531 MALDONADO STREET

Mr. Ross Transmeier requested that City Council reconsider this item as a Planned Mobile Home Subdivision with ownership of the lots going to each individual homeowner.

Councilman Bennett directed that traffic problems be addressed before any reconsideration takes place. He also felt that this item should be taken back to the Planning Commission, as this item has been denied by the City Council.

There being no motion regarding this item, City Council considered the next item on the agenda.

RESOLUTION NO. 47-92

WHEREAS, the City Council of the City of Grand Junction by resolution has adopted street and utility development standards, and

WHEREAS, said standards have been in place since 1978, and

WHEREAS, the City has designed and developed new and improved standards for construction of streets and utilities, and

WHEREAS, the new standards are to be adopted by Mesa County and be uniform throughout the City of Grand Junction and Mesa County,

NOW, THEREFORE, BE IT RESOLVED THAT,

The City Council, sitting in public session this 1st day of July 1992, hereby accepts and adopts the proposed street and utilities standards, exhibits A through I, as presently labeled or as may be revised, together with all supporting engineering detail and design documentation, and that such be adopted and approved until further order of the Council.

PASSED and ADOPTED this 1st day of July, 1992.

Attest:

NAME

President of the Council

Theresa F. Martinez

Acting City Clerk

EMERGENCY ORDINANCE NO. 2580E - AN ORDINANCE AUTHORIZING THE CITY OF GRAND JUNCTION, COLORADO, TO PLEDGE CERTAIN SALES TAX REVENUES TO GUARANTEE CERTAIN OUTSTANDING BONDS OF THE RIDGES METROPOLITAN DISTRICT, MESA COUNTY, COLORADO, AS PART OF A COMPREHENSIVE

ANNEXATION PLAN; APPROVING THE FORM OF THE GUARANTEE; PROVIDING FOR THE PAYMENT OF ANY CLAIMS ON THE GUARANTEE FROM A PORTION OF THE REVENUES OF THE SALES AND USE TAX IMPOSED BY THE CITY; AND PROVIDING OTHER DETAILS IN CONNECTION THEREWITH AND DECLARING AN EMERGENCY - \$2,535,000.00

The passage of this ordinance authorizes the credit enhancement of the Ridges new bond issue by backstopping the property tax levy in the Ridges with our sales tax revenue. This ordinance is essential to the timely closing of the entire Ridges Annexation, dissolution, and bond restructuring on July 17, 1992. This ordinance results in no cost to the City as sufficient property tax revenues will be annually assessed by the City Council acting as the Ridges Metropolitan Board.

Upon motion by Councilman McCurry, seconded by Councilman Bessinger and carried by roll call vote, Ordinance No. 2580E was passed and adopted as an emergency.

ORDINANCE NO. 2581 - AMENDING SECTION 19-7-7 OF THE CODE OF ORDINANCES REGARDING SMOKING IN PUBLIC PLACES TO ALLOW SMOKING AREA FOR THE JUCO TOURNAMENT

Mr. Steve Denning, representing the American Lung Association of Western Colorado, presented a statement from the American Lung Association in response to the release of EPA's draft report on the effects of environmental tobacco smoke, dated June 18, 1992. His association has a major concern for children and asthmatics. He encouraged Council to continue with the position taken by City Council in 1985, and not open up new areas for smoking.

Ms. Shirley Tucker, 3448 G Road, Clifton, Vice-President of the Grand Valley Smokers Association, urged Council to set aside a seated section in Stocker Stadium so that smokers will not be required to go underneath the stadium to smoke.

Scott Brown, 1405 Wellington Avenue, Apartment #18, spoke in opposition to this amendment stating that when exceptions are made for one group, exceptions have to be made for others (handicapped). He stated that the current Ordinance is working for the majority of the people.

Leda Robertson, 3050 Hawkwood Court, spoke in favor of the amendment.

Upon motion by Councilman Bennett, seconded by Councilman Nelson and carried by roll call vote with Councilmembers BESSINGER and THEOBOLD voting NO, Ordinance No. 2581 was passed and adopted as amended.

ORDINANCE NO. 2582 - AMENDING SECTION 7-5-7 (ENFORCEMENT OF DEVELOPMENT SCHEDULES) OF THE ZONING AND DEVELOPMENT CODE OF THE CITY OF GRAND JUNCTION

Upon motion by Councilman Nelson, seconded by Councilman Bennett and carried by roll call vote, Ordinance No. 2582 was passed and adopted as amended.

ORDINANCE NO. 2583 - AMENDING SECTION 4-3-4 (NEW H.O. ZONE AND NURSERIES/GREENHOUSES IN I ZONE) OF THE ZONING AND DEVELOPMENT CODE OF THE CITY OF GRAND JUNCTION

Upon motion by Councilman McCurry, seconded by Councilman Bessinger and carried by roll call vote, Ordinance No. 2583 was passed and adopted as amended.

ORDINANCE NO. 2584 - AN ORDINANCE REPEALING AND REENACTING SECTION 5-8 OF THE ZONING AND DEVELOPMENT CODE OF THE CITY OF GRAND JUNCTION RELATING TO FLOOD DAMAGE PREVENTION AND FINDINGS OF FACT, PURPOSE, AND OBJECTIVES; AND AUTHORIZING PUBLICATION IN PAMPHLET FORM

Upon motion by Councilman Bessinger, seconded by Councilman McCurry and carried by roll call vote, Ordinance No. 2584 was passed and adopted as amended.

ORDINANCE NO. 2585 - VACATING A PORTION OF THE SOUTH AVENUE RIGHT-OF-WAY BETWEEN NINTH STREET AND TENTH STREET AT 939 AND 949 SOUTH AVENUE

Upon motion by Councilman McCurry, seconded by Councilman Nelson and carried by roll call vote, Ordinance No. 2585 was passed and adopted.

ORDINANCE NO. 2586 - ZONING OF BLUE HERON ANNEXATION TO PZ, PI, AND I-1, LOCATED AT RIVER ROAD AND REDLANDS PARKWAY

Upon motion by Councilman Bessinger, seconded by Councilman Nelson and carried by roll call vote, Ordinance No. 2586 was passed and adopted.

ORDINANCE NO. 2587 - ZONING OF INTERSTATE EAST ANNEXATION TO C-2, LOCATED NORTH OF G ROAD, EAST AND WEST OF 23-1/2 ROAD

Upon motion by Councilman Bennett, seconded by Councilman Bessinger and carried by roll call vote, Ordinance No. 2587 was passed and adopted.

RESOLUTION NO. 48-92 ACCEPTING PETITION FOR THE ANNEXATION OF LANDS TO THE CITY OF GRAND JUNCTION AND SETTING A HEARING ON SUCH ANNEXATION - P & F ANNEXATION LOCATED WEST OF SOUTH CAMP ROAD, NORTH OF COLORADO NATIONAL MONUMENT

Upon motion by Councilman Bessinger, seconded by Councilman Baughman and carried by roll call vote, Resolution No. 48-9 was passed and adopted.

RESOLUTION NO. 48-92

ACCEPTING A PETITION FOR THE ANNEXATION OF LANDS TO THE CITY OF GRAND JUNCTION, COLORADO, AND SETTING A HEARING ON SUCH ANNEXATION P & F ANNEXATION - APPROXIMATELY 50.0 ACRES LOCATED WEST OF SOUTH CAMP ROAD, AND NORTH OF THE COLORADO NATIONAL MONUMENT

WHEREAS, on the first day of July, 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 Section 35, Township 11 South, Range 101 West of the 6th Principle Meridian, Mesa County, Colorado, being more specifically described as follows:

Beginning at a point 30.0 ft. west of the SE Corner of Government Lot 1; thence N 00 deg. 02 min. 00 sec. E, parallel with the east line of said lot 1, a distance of 637.87 ft. to a point; thence S 89 deg. 18 min. 00 sec. W along the north line of the south 1/2 of said lot 1 a distance of 1389.28 ft. to a point on the west line of said lot 1; thence S 00 deg. 04 min. 05 sec. W along the west line of said lot 1 a distance of 656.01 ft. to the SW Corner of said lot 1; thence S 00 deg. 10 min. 07 sec. E along the west line of Government lot 2 of said section 35 a distance of 1318.14 ft. to the SW Corner of said lot 2; thence N 89 deg. 54 min. 21 sec. E along the south line of said lot 2 a distance of 705.95 ft. to a point; thence N 00 deg. 02 min. 46 sec. W a distance of 846.0 ft. to the Centerline of the Redlands Water and Power 3rd Lift Canal; thence S 89 deg. 51 min. 47 sec. E a distance of 678.25 ft. to a point, said point being 30 ft. west of the East line of said section 35; thence N 00 deg. 02 min. 00 sec. E parallel with the East Line of said Section 35 a distance of 509.85 ft. to the point of beginning.

and

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 5th day of August, 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 1st day of July, 1992.

Attest:

NAME

President of the Council

Theresa F. Martinez

Acting City Clerk

RESOLUTION NO. 49-92 TO COMPLY WITH SECTION 16-13-702(6) C.R.S. ON DISPOSITION OF FORFEITED PROPERTY

Upon motion by Councilman Bennett, seconded by Councilman Bessinger and carried by roll call vote, Resolution No. 49-92 was passed and adopted.

RESOLUTION NO. 50-92 - JOINT RESOLUTION OF THE COUNTY OF MESA AND THE CITY OF GRAND JUNCTION CONCERNING ADOPTION OF THE FEDERAL AID URBAN BOUNDARY FOR THE GRAND JUNCTION/MESA COUNTY METROPOLITAN PLANNING ORGANIZATION (MPO)

Joe Crocker, MPO Administrator (Mesa County), was present. Upon motion by Councilman Bessinger, seconded by Councilman McCurry and carried by roll call vote, Resolution No. 50-92 was passed and adopted.

RESOLUTION NO. 51-92 - JOINT RESOLUTION OF THE COUNTY OF MESA AND THE CITY OF GRAND JUNCTION ADOPTING THE METROPOLITAN PLANNING ORGANIZATION'S FY 1993 UNIFIED PLANNING WORK PROGRAM AND THE FY 1993-1997 TRANSPORTATION IMPROVEMENT PLAN

Joe Crocker, MPO Administrator (Mesa County), was present. Upon motion by Councilman Bessinger, seconded by Councilman McCurry and carried by roll call vote with Councilmembers BAUGHMAN and BENNETT voting NO, Resolution No. 51-92 was passed and adopted.

RESOLUTION NO. 52-92 AUTHORIZING THE CITY MANAGER TO SIGN PROPOSED CONTRACT FOR PURCHASE AND EXCHANGE OF FOUR CITY DOWNTOWN LOTS FOR THREE BANK OF GRAND JUNCTION DOWNTOWN LOTS FOR THE BANK'S NEW DRIVE-UP BANKING FACILITY

The Bank of Grand Junction is interested in acquiring the City-owned parking lot located in the 300 block of Rood Avenue. They would like to use the City property as a drive-up facility and

parking lot to serve employees and customers of the new branch office located at 326 Main Street. In exchange for the four City lots, the Bank has offered to give the City three lots on the northwest corner of 3rd and Main Streets, plus \$28,333 cash.

Upon motion by Councilman Bennett, seconded by Councilman McCurry and carried by roll call vote, Resolution No. 52-92 was passed and adopted.

AUTHORIZING CITY MANAGER TO SIGN AN ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GRAND JUNCTION AND THE GRAND JUNCTION HOUSING AUTHORITY

The Addendum provides for the Grand Junction Housing Authority to compensate the City of its out of pocket expenses for providing temporary management services of Jody Kole, Assistant to the City Manager. The term of this agreement is June 1 through August 30, 1992.

GENERAL FUND CONTINGENCY EXPENDITURE OF UP TO \$33,400 FOR CITY HALL, NORTH WING PROJECT, TO EXPAND THE ENGINEERING OFFICE, AND RELOCATE THE EMPLOYEE LUNCH ROOM, ETC.

Upon motion by Councilman Bennett, seconded by Councilman Baughman and carried, the General Fund contingency expenditure of up to \$33,400 for City Hall, north wing project, to expand engineering office, relocate employee lunch room, etc., was approved.

ADJOURNMENT

The President adjourned the meeting.

Theresa F. Martinez

Theresa F. Martinez, CMC
Acting City Clerk

RESOLUTION NO. 49-92

A RESOLUTION TO COMPLY WITH SECTION 16-13-702(6) C.R.S. ON DISPOSITION OF FORFEITED PROPERTY

WHEREAS, The District Attorney of the 21st Judicial District, from time to time initiates actions to abate public nuisances pursuant to 16-13-301 et. seq. C.R.S. as amended, and

WHEREAS, Pursuant to 16-13-311 and 16-13-314 C.R.S. as amended, when the District Court finds that such public nuisances exist, the Court may order forfeiture of property and the award of property or the proceeds therefrom, to any of the seizing agencies of Mesa County for use in the furtherance of law enforcement purposes, and

WHEREAS, The Chiefs of all the seizing agencies of Mesa County

have entered into a stipulation on forfeiture actions in Mesa County which provides for the deposit of forfeited funds into the Law Enforcement Forfeiture Fund or the Prejudgment Fund if the court orders funds be held in an interest bearing account and for distribution of those funds by agreement of the Chiefs of the seizing agencies for the benefit of law enforcement activities in the 21st Judicial district, and

WHEREAS, The Governor signed 16-13-701(6) C.R.S. on May 27, 1992, which provides that multiple seizing agencies may continue to combine to form a single committee for disposition of forfeited property so long as the membership of such committee is approved by all governing bodies which have approval over the budget of the seizing agencies which comprise the committee, and

WHEREAS, The City Council of the City of Grand Junction has budgetary authority over the Grand Junction Police Department, a member of the Committee on Disposition of Forfeited Property,

NOW, THEREFORE, BE IT RESOLVED THAT,

The City Council, sitting in public session this 1st day of July 1992, hereby accepts and approves the following memberships in the Committee on Disposition of Forfeited Property:

The District Attorney for the 21st Judicial District presently, Stephen K. ErkenBrack

The Mesa County Sheriff presently, Reicke Claussen

The Grand Junction Police Chief presently, Darold Sloan

The Fruita Police Chief presently, Kris Monson

The Town of Palisade Police Chief presently, Bobby Adamson

The Colorado State Patrol District 4 Commander presently, Major Robert Habilston

PASSED and ADOPTED this 1st day of July, 1992.

Attest:

NAME

President of the Council

Theresa F. Martinez

Acting City Clerk

MCC# MCM92-80

GJCC# 50-92

RESOLUTION

A JOINT RESOLUTION OF THE COUNTY OF MESA AND THE CITY OF GRAND JUNCTION CONCERNING ADOPTION OF THE FEDERAL-AID URBAN BOUNDARY FOR THE GRAND JUNCTION/MESA COUNTY METROPOLITAN PLANNING ORGANIZATION

WHEREAS, Federal-Aid Highway Policy Guide, Transmittal 1, G4063.0 dated December 9, 1991 prescribes guidelines for the establishment, submission, and approval of urban area boundaries; and

WHEREAS, Paragraph 3.e. requires that new urban area boundaries shall be fixed by responsible state and local officials in cooperation with each other; and

WHEREAS, the City and County have been designated by the Governor as the Metropolitan Planning Organization for the Grand Junction/Mesa County Urbanized Area;

NOW, THEREFORE, BE IT JOINTLY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MESA, COLORADO AND THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

That the following map is approved; and

BE IT FURTHER RESOLVED:

That the following map be submitted to the State Transportation Department, Division of Transportation Development: The designation of the Federal Aid Urban Boundary for the Urban area of Grand Junction/Mesa County, Colorado as illustrated on Map A.

CITY OF GRAND JUNCTION

NAME

President of the Council
Grand Junction City Council

1st day of July, 1992

Attest:

Theresa F. Martinez

City Clerk

COUNTY OF MESA

NAME

Chairman of the Board
Mesa County Board of Commissioners

23rd day of June, 1992

Attest:

NAME

County Clerk

MCC#

GJCC# 51-92

RESOLUTION

A JOINT RESOLUTION OF THE COUNTY OF MESA AND THE CITY OF GRAND JUNCTION CONCERNING ADOPTION OF THE FISCAL YEAR 1993 UNIFIED PLANNING WORK PROGRAM AND THE FISCAL YEARS 1993-1997 TRANSPORTATION IMPROVEMENT PROGRAM

WHEREAS, The City and County have been designated by the Governor as the Metropolitan Planning Organization for the Grand Junction/Mesa County Urbanized Area; and

WHEREAS, Part 2 of Article 1 of Title 29, Colorado Revised Statutes authorizes the parties to contract with one another to make the most efficient and effective use of their powers and responsibilities; and

WHEREAS, The City and County realize the importance of both short and long range planning in the development of an efficient transportation system, and are both aware that it is the responsibility of the Metropolitan Planning Organization to perform those planning functions; and

WHEREAS, The City and County, in their performance of those planning functions for the Urbanized Area, wish to use Federal Highway Administration transportation planning funds in coordination with the Colorado Department of Transportation;

NOW, THEREFORE, BE IT JOINTLY RESOLVED BY THE BOARD OF COUNTY COMMISSIONS OF THE COUNTY OF MESA, COLORADO AND THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

That the Fiscal Year 1993 Unified Planning Work Program and the Fiscal Years 1993-1997 Transportation Improvement Program/Annual Element for the Grand Junction/Mesa County Urbanized Area, hereunto attached, was adopted by the Board of County Commissioners of the County of Mesa, Colorado on _____ and by the City Council of the City of Grand Junction, Colorado on July 1, 1992.

CITY OF GRAND JUNCTION

NAME

President of the Council
Grand Junction City Council

1st day of July, 1992

Attest:

Theresa F. Martinez

Acting City Clerk

COUNTY OF MESA

Chairman of the Board
Mesa County Board of Commissioners

_____ day of _____, 1992

Attest:

County Clerk

RESOLUTION NO. 52-92

AUTHORIZING THE CITY MANAGER TO ACCEPT A CONTRACT TO EXCHANGE REAL ESTATE WITH THE BANK OF GRAND JUNCTION

WHEREAS, the Bank of Grand Junction has submitted a Contract to Exchange Real Estate whereby the Bank of Grand Junction is to convey to the City of Grand Junction the following described vacant property situate in the City of Grand Junction, Mesa County, Colorado:

Lots 17, 18 and 19 of Block 101 of the City of Grand Junction,

and in addition is to pay to the City the amount of \$28,333.00; and, whereby as consideration for such transfer, the City of Grand Junction is to convey to the Bank of Grand Junction certain vacant property owned by the City in Mesa County, Colorado, which property is more particularly described as follows:

Lots 3, 4, 5 and 6 of Block 102 of the City of Grand Junction; and

WHEREAS, after full and final consideration of the proposed contract, the City Council is of the opinion that the proposed contract should be approved and accepted.

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 authorized to execute the City's acceptance of said Contract to Exchange Real Estate, subject to each and every term, condition and obligation contained therein, and that the City Manager is further authorized to execute the necessary deed or deeds and such other documents as may be necessary to execute the transfer and exchange of the aforementioned City property to the Bank of Grand Junction upon the full and satisfactory performance of each and every term, condition and obligation contained in said Contract to Exchange Real Estate.

PASSED and ADOPTED this 1st day of July, 1992.

Attest:

NAME

President of the Council

Theresa F. Martinez

Acting City Clerk

CONTRACT TO EXCHANGE REAL ESTATE

THIS AGREEMENT is entered into this 2nd day of July, 1992, by and between the City of Grand Junction, Colorado, a home rule municipality (hereinafter referred to as the "City", and the Bank of Grand Junction (hereinafter referred to as the "Bank").

1. Subject to the provisions herein, the City agrees to convey to the Bank the following described real estate situate in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

Lots 3, 4, 5, and 6 of Block 102 of the City of Grand Junction, Colorado,

With all easements and rights of way appurtenant thereto, all improvements thereon currently on the premises in their present condition, by good and sufficient General Warranty Deed. Said property, for the purpose of this contract, has a gross valuation of \$68,333.00. Said property will be conveyed free and clear of any and all liens, encumbrances, assessments, leases and taxes except those matters reflected by the title documents accepted by the Bank in accordance with the terms of this contract.

2. Subject to the provisions herein, the Bank agrees to convey to the City the following described real estate situate in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

Lots 17,18 and 19 of Block 101 of the City of Grand Junction, Colorado,

With all easements and rights of way appurtenant thereto, all

improvements thereon currently on the premises in their present condition, by good and sufficient General Warranty Deed. Said property, for the purpose of this contract, has a gross valuation of \$40,000.00. Said property will be conveyed free and clear of any and all liens, encumbrances, assessments, leases and taxes except the general taxes for the year of closing and except those matters reflected by the title documents accepted by the City in accordance with the terms of this contract.

3. The difference between the values of the respective properties shall be deemed for the purposes of this contract to be \$28,333.00, and said sum shall be due and payable by the Bank to the City in cash, electronic transfer funds or certified check at the time of closing.

4. Title shall be merchantable in the respective parties hereto. Each party agrees, at its own expense, to furnish to the other party, on or before July 15, 1992, a current commitment for title insurance policy for its property, together with copies of instruments listed in the schedule of exceptions in the title insurance commitment ("Title Documents"). Each party agrees to deliver the title insurance policy, in the amount of the valuation as stated in paragraphs 1 and 2, to the other party at closing and pay the premium thereon. If title is not merchantable and written notice of defect(s) is given by either party to the other party within the time herein provided by delivery of deed and shall not be rendered merchantable within 60 days after such written notice, then this contract, at the option of the party giving such notice, shall be void and of no effect and each party hereto shall be released from all obligations hereunder.

5. Respective to the Bank property, general taxes for the year of closing shall be apportioned to the date of delivery of deeds based on the most recent mill levy and the most recent assessment.

6. Each party agrees to execute and deliver to the other party its deed to the other party, within 30 days upon the Bank meeting all building, zoning and development codes which may be required to allow the Bank's intended use of the City's property as a drive-up banking facility, but by no later than August 24, 1992 ("Closing Date") or, by mutual agreement, at an earlier date, conveying its property free and clear of all liens, encumbrances, assessments, leases and taxes except the general taxes for the year of closing and except those matters reflected by the title documents accepted by each party in accordance with the terms of this contract; provided, however, that if the Bank is unable to reasonably meet the requirements of all building, zoning and development codes, then the Bank may, at its option, terminate this contract and, in such event, this contract shall be void and of no effect and each party hereto shall be released from all obligations hereunder. The hour and place of closing shall be designated by the City.

7. Each party agrees to furnish to the other party, on or before August 17, 1992, a Phase I Environmental Audit of its property. If

either party determines in good faith that the property of the other party has environmental contamination or hazards and written notice of any such environmental contamination or hazards is given by either party to the other party within the time herein provided for delivery of deed and said environmental hazards or contamination have not been removed prior to closing, or any mutually agreeable extension thereof, then this contract, at the option of the party giving such notice, shall be void and of no effect and each party hereto shall be released from all obligations hereunder. If written notice of any unsatisfactory condition is not mailed to either party as set forth above, the physical condition of the property shall be deemed to be satisfactory.

8. Each party shall pay their respective closing costs at closing, except as otherwise provided herein. The City and the Bank shall sign and complete all customary or required documents at or before closing.

9. Possession of the property shall be delivered to each party concurrently with the transfer of title on the date of closing.

10. Each party shall be permitted for a period commencing on the date of acceptance of this contract by both parties and ending on the date which is thirty (30) days after said date of acceptance, at its own expense, to have access to the property of the other party and make inspections of the property of the other party for purposes including, but not limited to, inspection, surveying, engineering studies, environmental studies and geological studies.

11. Time is of the essence hereof, and if any condition or obligation hereof is not made, tendered or performed by either of the parties as herein provided, then this contract, at the option of the party who is not in default, may be terminated. In the event, however, the non-defaulting party elects to treat this contract as being in full force and effect, the non-defaulting party shall have the right to an action for specific performance and damages.

12. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns, and shall survive the closing and transfer of title.

13. If not set forth in this agreement, no promise, statement or representation can be relied upon as between these parties. The parties intend that this contract shall constitute the complete agreement between the parties.

14. In the event this instrument is not signed by all parties hereto on or before July 2, 1992, this agreement shall become void and of no effect. A copy of this document may be signed by each party, separately, and when each party has signed a copy, the copies taken together shall be a full and complete contract.

15. The City and the Bank have each obtained the advice of their own legal counsel regarding this contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates indicated below:

The City of Grand Junction, Colorado:

By: NAME 7/2/92

Mark K. Achen, City Manager Date

Attest:

Theresa F. Martinez 7-2-92

Acting City Clerk Date

The Bank of Grand Junction:

By: NAME 07/02/92

Robert E. Johnson, President Date

Stephanie J. Taylor 7/9/92

Stephanie J. Taylor Cashier Date