

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

JULY 15, 1992

The City Council of the City of Grand Junction, Colorado, convened in regular session the 15th 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, Paul Nelson, Conner Shepherd, and President of the Council Pro Tempore Bill McCurry. President of the Council Reford Theobald was absent. Also present were City Manager Mark Achen, City Attorney Dan Wilson, and Acting City Clerk Teddy Martinez.

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

PROCLAMATION DECLARING AUGUST 3-8, 1992, AS "LITTLE LEAGUE WEEK" IN THE CITY OF GRAND JUNCTION

PROCLAMATION DECLARING JULY 30, 1992, AS "THE GRAND WEST - A CELEBRATION THROUGH THE PERFORMING ARTS"

PRESENTATION OF COMMENDATIONS TO CITIZENS FOR BRAVERY AND PROVIDING AID TO INJURED PERSONS ON APRIL 7, 1992, AT FIRST AND PITKIN

Chief of Police Darold Sloan and Councilman Paul Nelson presented commendations to the following citizens:

Plaques of Appreciation: Trooper Randy Godsey, State Patrol, Rodney Phillips, J. C. Walker, Dustin Monger

Letters of Appreciation: Greg McClure, Tim Hancock, Joe Weaver, Arvan Leany

RE-APPOINTMENT OF JUDGE WILLIAM ELA AND BRIAN MAHONEY TO THE RIVERFRONT COMMISSION

Upon motion by Councilman Shepherd, seconded by Councilman Bessinger and carried, Judge William Ela and Brian Mahoney were re-appointed to three-year terms on the Riverfront Commission.

CONSENT ITEMS

Upon motion by Councilman Bennett, seconded by Councilman Bessinger and carried, the following Consent Items 1-5 were approved:

1. Approve the minutes of the Regular Meeting July 1, 1992
2. Award of Contract for South 7th Street Reconstruction, 4th

Avenue to Pitkin Avenue, 1992

Bids received July 2, 1992, are summarized as follows:

M.A. Concrete Construction	\$475,440.80
Parkerson Construction	\$555,851.05
United Companies	\$539,503.65
Engineer's Estimate	\$517,625.25

Bid awarded to M.A. Concrete Construction - \$475,440.80

3. Award of Contract for New Sidewalk Construction, 1992

Bids received on July 2, 1992, are summarized below from lowest to highest:

Mays Concrete, Inc.	\$31,692.00
Lyle States Construction	\$38,516.00
M.A. Concrete Construction	\$40,528.00
Engineer's Estimate	\$41,337.50

Bid awarded to Mays Concrete, Inc. - \$31,692.00

4. Award of Contract for Alley Reconstruction, 1992, Phase A

Bids received on July 7, 1992, are summarized below from lowest to highest:

	Schedule A	Schedule B	
	Sewer	Alley	Total Bid

	Replacement	Construction	
Mays Concrete, Inc.	\$51,043.00	\$80,759.00	\$131,802.00
Lyle States Construction	\$54,258.00	\$119,630.29	\$173,888.29
M.A. Concrete, Inc.	\$77,609.00	\$124,777.00	\$202,386.00
Engineer's Estimate	\$50,855.00	\$100,560.00	\$151,415.00

Bid awarded to Mays Concrete, Inc. - \$131,802.00

5. Authorize purchase of a Ryobi 2800 CD two-color Offset Press for the city's in-house print shop at a cost of \$17,022.53

Bids were opened July 9, 1992, for the purchase of a new Two-Color Offset Press for the city's in-house print shop. The low bid was submitted by Western Paper Company for a Ryobi 2800CD at a cost of \$17,022.53.

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

\* \* \* ITEMS NEEDING INDIVIDUAL CONSIDERATION \* \* \*

#### MESA STATE COLLEGE CONTRACT WITH CITY FOR POLICE SERVICES

Police Chief Darold Sloan was present to explain the agreement between the City of Grand Junction and Mesa State College for a 9-month contract, providing one officer from August to May, 8 hours per day, 5 days per week (including weekends), approximately 7:00 p.m. to 3:00 a.m., to be on campus and provide foot patrol, bicycle patrol and necessary law enforcement services. The college has agreed to pay 75% (9 months) of the cost for the police officer as well as all equipment required to initiate the program. The first year's salary is approximately \$59,000 - (9 months is \$44,253). Start up costs include a portable radio, a vehicle, uniforms, training, overhead, administration total \$42,056 (9 months is \$31,545). The college has requested that its start up cost of \$31,545 be prorated over a three-year period.

Ms. Janeen Kammerer, Vice President of Finance, Mesa State College, stated that the college is willing to negotiate regarding payment of the start-up costs.

City Manager Mark Achen stated that this contract is an exceptional opportunity for a cooperative joint venture with the college. Typically, urban campuses and urban law enforcement agencies are at a point of tension. He felt a strong sense of community is one of the things that makes Grand Junction a great

community.

Police Chief Sloan clarified that the total cost is \$101,056. Mesa State's cost (75%) for 9 months on the salary, training, overtime, workman's compensation, etc. is \$44,253. The start-up equipment is the vehicle, radio, uniforms, training, and amounts to \$42,056. Nine months of that figure is \$31,545. The College pays the City approximately \$10,000/year for three years.

Upon motion by Councilman Shepherd, seconded by Councilman Nelson and carried with Councilmen BENNETT and BAUGHMAN voting NO, the Mesa State College contract for police services was approved subject to the City Manager negotiating up-front funding for start up costs.

Mr. Achen stated that his intent in renegotiating the contract would be to look at the cash flow and assure that the City's cash flow is covered so that the payment of depreciation costs in the first year are not a cash flow item to the City, but would increase the City's cash flow.

#### HERITAGE ELDER CARE FACILITY - OUTLINE DEVELOPMENT PLAN AND FINAL PLAN

Heritage Elder Care, 2835 Patterson Road, is requesting a transfer of the "Design Density" of the Outline Development Plan (ODP) for the Falls Development located at 28-1/2 Road and Patterson Road. Fifteen (15) units need to be transferred from the Falls Planned Residential Development currently zoned PR-8 to the proposed Heritage Elder Care Homes currently zoned 9.5 units per acre to increase the current residential density of its site to 17.1 units per acre. Planning Commission has approved several shifts and/or reductions of density since January 1, 1992, for portions of the Falls Outline Development Plan and are reflected in the ODP.

Dave Thornton, Community Development Department, reviewed this item. He stated that the petitioner has agreed to the above transfer of units. The total acreage for the Falls is approximately 35, with 190 units total.

Upon motion by Councilman Shepherd, seconded by Councilman Bennett and carried, the revised outline development plan and final plan for Heritage Elder Care Facility was approved.

#### HABITAT SUBDIVISION - REQUEST TO WAIVE OPEN SPACE FEES - RE-SUBDIVISION OF KELLY SUBDIVISION IN RSF-8 ZONE

This is a request to waive open space fees for Habitat Subdivision which is dividing two existing lots in Kelly Subdivision into four lots at the southwest corner of Cheyenne Drive and Mountain View Street. David Jensen, representing Habitat for Humanity, is requesting a waiver of the \$900 open space fee which is required through the subdivision process. They are currently subdividing two lots into four lots. The Zoning and Development code requires

that \$225 be paid per lot into the escrow fund for Parks/Open Space acquisition and/or development. The total fee required is \$900 (\$225 x 4 lots = \$900).

Dave Thornton, Community Development Department, reviewed this item. He stated that the Planning Commission recommended approval of the open space fee waiver since Habitat for Humanity is a non-profit organization. The Parks and Recreation Advisory Board recommended that only open space fees for the two new lots be required, and the fees not be collected for the two existing lots, reducing the fee from \$900 (4 lots) to \$450 (2 lots).

Ms. Joyce Grove, 2415 Brandy's Court, President of Local Habitat for Humanity, requested assistance from City Council by waiving fees for this development. She stated that Habitat for Humanity is a non-profit organization with a goal to provide low-income, hardworking citizens of Grand Junction with homes. Simple homes are built with volunteer labor and donated materials and cash. These homes have been sold to families selected on the basis of character, need, and ability to pay. Habitat administers the mortgages with no interest. The term of payments is in 20 to 30 years. Selected families are required to work at least 500 hours building their homes and homes for others.

Mr. Joe Voytel, 3041 N. 15th Street, construction chairman, stated that there is a definite need for low-income housing. These homes are 960 square feet, energy efficient, modest 3-bedroom, 1-1/2 baths.

Upon motion by Councilman Bennett, seconded by Councilman Bessinger and carried, the waiver of the open-space fee was denied, the open-space fees were reduced to \$450 for two lots only, and the \$450 is to be paid out of the City Council fund.

PROPOSED ORDINANCE - ALPINE MEADOWS ANNEXATION - ZONE OF ALPINE MEADOWS ANNEXATION TO PR, LOCATED SOUTHWEST OF 27 AND H ROADS

This is a request to zone the land recently annexed to the City also known as Wilson Ranch Annexation to Planned Residential (PR) Zone with a maximum density of 4.4 units per acre and Residential Single Family - Rural (RSF-R) Zone; for large parcels, consistent with rural densities and uses.

Wilson Ranch Annexation became effective on January 7, 1992. The proposed zoning reflects the previous county zoning and is consistent with existing and proposed uses. The approval of the PR zone for Wilson Ranch Subdivision will include all provisions of development approval by Mesa County as per county files C191-79, C26-83, and C91-31. The proposed RSF-R zone reflects the large lot size and previous county zoning of AFT (agricultural/forestry/transitional). Dave Thornton, Community Development Department, reviewed this item.

Upon motion by Councilman Bennett, seconded by Councilman

Bessinger and carried, the proposed ordinance was passed for publication.

PROPOSED ORDINANCE - AMENDING ORDINANCE NO. 2566E - AMENDING THE GRAND JUNCTION NEW HIRE POLICE PENSION PLAN TO ALLOW FOR PARTICIPANT LOANS

Upon motion by Councilman Bennett, seconded by Councilman Bessinger and carried, the proposed ordinance was passed for publication.

PROPOSED ORDINANCE - SUPPLEMENTAL APPROPRIATIONS - AN ORDINANCE MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 1992 BUDGET OF THE CITY OF GRAND JUNCTION TO INCORPORATE THE NEEDED SERVICES TO THE RIDGES METROPOLITAN DISTRICT FOR THE REMAINDER OF 1992

Upon motion by Councilman Bennett, seconded by Councilman Bessinger and carried, the proposed ordinance was passed for publication.

RESOLUTION NO. 53-92 APPROVING MESA COUNTY TRANSPORTATION DEVELOPMENT PLAN

This item was reviewed by Assistant to the City Manager Lanny Paulson. He stated the Transportation Development Plan proposes implementing a fixed route system in 1995 contingent upon voter approval in 1994.

Councilman Bessinger stated that he felt it is premature to establish a transportation district at this time.

It was moved by Councilman Nelson that Resolution No. 53-92 be amended by inserting in Paragraph I, concerning the City's Financial Contribution, "The City of Grand Junction's direct financial contribution for transportation services in the years 1993 and 1994 will not exceed \$24,000 and \$25,000 respectively," and add "Service after 1994 will be contingent upon an election concerning continuing funding held by the community." Under Paragraph II concerning the formation of a Valley Transit Authority, "The City of Grand Junction is not willing to create a new agency to provide and manage transportation services." Under Paragraph III concerning the level of services outlined in the plan outlined for 1995 and beyond, that "The City is in favor of maintaining the current levels of service and the current proportionate levels of funding for the years 1993 and 1994." Add "Future funding would be contingent upon the results of the election that is to be held in 1994."

Councilman Bennett requested that an addition be made to the motion that when Mesa County stops its funding and backs out of the program, that the City cannot take the program over and fund it. Councilman Nelson added that it could state that the City's participation is contingent upon the County's participation. Councilman Nelson requested that Councilman Bennett's request be

incorporated into his motion. Councilman Bessinger seconded the motion.

Councilman Nelson clarified that the majority of Council is not willing to create another level of government bureaucracy locally for only a two-year period of time before it is voted on by the citizens to determine whether or not a long-term transportation entity will be established. He felt creating a new agency is premature.

Councilman Shepherd amended Mr. Nelson's motion by changing the figures from \$24,000 and \$25,000 respectively, to "\$40,000 and \$42,000 respectively." He preferred to use under Paragraph II "The City of

RESOLUTION NO. 53-92

A RESOLUTION CONCERNING THE ADOPTION OF THE MESA COUNTY -  
TRANSPORTATION DEVELOPMENT PLAN FOR THE YEARS 1993 - 1997

WHEREAS, All recipients of Federal Transit Administration operating assistance funds are required to develop a Transportation Development Program every five years that evaluates past and present transit services and proposes a plan for transit in the future; and

WHEREAS, the Federal Transportation Administration awarded planning assistance to Mesa County to assist in the funding for the preparation of the Transportation Development Program; and

WHEREAS, the City of Grand Junction has shared to cost with Mesa County for the development of the required transportation plan; and

WHEREAS, Leigh, Scott & Cleary, Inc. Transportation Planning Consultants, were hired to prepare the Transit Development Program; and

WHEREAS, a public hearing and meetings with public elected officials were held to receive input from the transit users and the community; and

WHEREAS, the City of Grand Junction approves for submitting to the Federal Transit Administration the Transportation Development Plan for the years 1993 - 1997 as developed by Leigh, Scott & Cleary, Inc. with the following conditions.

I. Concerning the City's Financial Contribution:

The City of Grand Junction's direct financial contribution for transportation services in the years 1993 and 1994 will not exceed \$24,000 and \$25,000 respectively. Service after 1994 will be contingent upon approval by the voters of a dedicated funding source for this purpose.

II. Concerning the formation of a "Valley Transit Authority":

The City of Grand Junction is willing to consider an agreement establishing an agency that would be the direct recipient of FTA funding and would be responsible for providing and managing transportation services in Mesa County, after the year 1994, contingent on voter approval of a dedicated funding source to support transit services.

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

The City Council of the City of Grand Junction, State of Colorado, hereby approves, with the limitations set forth above, the Transportation Development Plan for the years 1993 - 1997 developed by Leigh, Scott & Cleary, Inc. and authorizes forwarding the Transportation Development Plan to the Federal Transit Administration for its review and approval.

PASSED AND ADOPTED THIS 15TH DAY OF JULY, 1992

William E. McCurry

---

For the President of the Council  
By the Mayor Pro Tem

Attest:

Theresa F. Martinez

---

Acting City Clerk

Grand Junction is willing to consider an agreement establishing an agency that would be the direct recipient of FTA funding and would be responsible for providing and managing transportation services in Mesa County, after the year 1994, contingent upon voter approval of a dedicated funding source to support transit services." He preferred to use under Paragraph III "The City is in favor of presenting service and funding options to the public with voter approval."

Councilman Shepherd amended his amendment by using the following under Paragraph II, "The City of Grand Junction is willing to consider an agreement establishing an agency that would be the direct recipient of FTA funding and would be responsible for providing and managing transportation services in Mesa County, after the year 1994, contingent on voter approval of a dedicated funding source to support transit services." The amendment was seconded by Councilman Baughman.

Councilman Shepherd's second amendment was that "The City of Grand Junction's direct financial contribution for transportation services in the year 1993 and 1994 will not exceed \$40,000 and



\$42,000 respectively." He clarified that this amendment was based on the fact that the \$24,000 and \$25,000 figures as proposed by Councilman Nelson is actually a \$16,000 reduction over the City's present level of funding of \$40,000 if the carry-over from 1991 is included, the actual amount of funding for 1992 plus the \$7,000 for the Transportation Study. Councilman Bennett considered the study totally separate from the funding. Mr. Bennett felt the level of funding should remain where it was until voter approval. Councilman Nelson could not support Councilman Shepherd's amendment. Currently, citizens who live within the City limits are also County residents, and by the City giving any money at all to this program means that the people that live in the City are paying twice. Councilman Shepherd stated that he is willing to support the program. He felt it is necessary and critical to the quality of life in this community. There was no second to Councilman Shepherd's second amendment.

Comments were given by the following citizens:

Ms. Betty Taylor, 2933 N. 24th Street

Mr. John King, 875 Main Street, Older American Advocate

Ms. Drene Stevens, 1237 N. 16th Street

Ms. Linda Marsh, 209 Alcove Driver, Director, MesAbility

Ms. Lynn Howard, 925 N. 8th Street

Ms. Ruth Warner, Advisor for the Consumer Network, also soon-to-be Director of the Breakthrough of Ability Center

Mr. Scott Brown, 1405 Wellington, #18

Ms. Lonnie Suplizio, 2494 H Court

Councilman Shepherd's third amendment is to use the following under Paragraph III: "The City is in favor of presenting service and funding options to the public for voter approval."

Councilman Nelson suggested combining paragraphs (f) and (g) to read: "The City is in favor of presenting service and funding options to the public for voter approval, and in the meantime for 1993 and 1994 until such election takes place, will maintain the current levels of service and current proportionate levels of funding." Councilman Shepherd agreed, and made that his third amendment. Councilman Nelson seconded the third amendment. Councilman Nelson withdrew his second on Councilman Shepherd's third amendment.

Councilman Shepherd clarified his second amendment by restating: The City of Grand Junction is willing to consider an agreement establishing an agency that would be the direct recipient of FTA funding and would be responsible for providing and managing

transportation services in Mesa County after the year 1994 contingent upon voter approval of a dedicated funding source to support transit services. Councilman Baughman seconded Councilman Shepherd's second amendment. Motion carried.

Councilman Bessinger moved that Councilman Nelson's original motion be amended by deleting Paragraph III in its entirety. Councilman Shepherd seconded the motion. Motion carried.

Roll call vote was taken on Councilman Nelson's original motion to pass and adopt Resolution No. 53-92 with amendments as follows:

- a. Paragraph I with \$24,000 and \$25,000 listed as the amounts;
- b. Service thereafter would be contingent upon approval by voters of a funding source;
- c. Paragraph II using paragraph B only;
- d. Deleting Paragraph III, and pick up balance of Resolution.

Results: Those voting AYE: NELSON, BAUGHMAN, BENNETT, BESSINGER, MCCURRY

Those voting NO: SHEPHERD.

RECESS

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

RESOLUTION NO. 54-92 APPROVING MESA COUNTY ECONOMIC DEVELOPMENT COUNCIL PROPOSAL FOR ESTABLISHMENT OF AN ON-GOING POLICY REGARDING TAX INCENTIVES FOR NEW AND EXPANDING BUSINESSES

Upon motion by Councilman Bessinger, seconded by Councilman Nelson and carried by roll call vote, Resolution No. 54-92 was passed and adopted.

RESOLUTION BY CITY COUNCIL, CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. 54-92

A Resolution of the City Council of the City of Grand Junction adopting a policy concerning the authority of the City of Grand Junction to negotiate incentive payments to taxpayers who establish new business facilities or who expand existing business facilities within the Mesa County Enterprise Zone.

WHEREAS, the City Council of the City of Grand Junction (hereinafter referred to as the CITY) is desirous of promoting economic development activities within the CITY for the purposes of stimulating the general well-being of the CITY and the generation of employment opportunities for its residents; and

WHEREAS, portions of the county and city were successfully designated as an Enterprise Zone in September 1986, subsequently amended and future additions may be included as appropriate, all pursuant to the Colorado Urban and Rural Enterprise Zone Act (hereinafter referred to as the ACT); and

WHEREAS, Section 39-30-107.5 of the ACT provides that any city within an Enterprise Zone may negotiate with any taxpayer who qualifies for a credit or refund pursuant to Section 39-30-105 for an incentive payment equal to not more than the amount of the taxes levied on the taxable property of the taxpayer.

NOW, therefore, be it resolved that the CITY COUNCIL OF THE CITY OF GRAND JUNCTION hereby adopts the following policy:

TO IMPLEMENT SPECIFIC PROVISIONS OF SECTION 39-30-107.5 OF THE ACT AS FOLLOWS:

1. Incentive payments may be negotiated with a qualifying new business or expanded business facility as defined in C.R.S. 39-30-105.

2. The annual incentive payment pursuant to this policy will not be greater than 80% of the amount of the taxes levied by the CITY upon the taxable real/personal property located at or within such new existing business facility and used in connection with such facility for the current property tax year; but in no instance shall any such negotiation result in such an incentive payment which is greater than the difference between the current property tax liability and the tax liability for the same property for the year preceding the year in which the Enterprise Zone was approved.

3. Incentive payments may be available to any qualifying new or expanding business which is a "basic" industry, which creates and maintains primary jobs, imports dollars into the community and which also meets the following criteria or exclusions:

a. New or expanding business shall not include any corporation reorganization, sale of an existing business or resumption of business activities unless new investment is created.

b. An eligible new or expanding business shall derive at least 70% of its principal source of gross annual income from the sale of products or services outside of Mesa County, either directly, or indirectly. The intent of these guidelines is to assist firms engaged in manufacturing, processing, research and development and provision of externally directed services (telemarketing, association management, insurance claims, by example).

c. An eligible new or expanding business shall not derive more than 30% of its gross annual income from direct retail sales or other internally directed sales.

4. Eligible new or expanding businesses shall invest a minimum of \$1,000,000 in a new or replacement plant and/or equipment/machinery during the calendar year for which application is made for the incentive payment.

5. Eligible new or expanding businesses shall maintain a negotiated level of employment, average salary or total annual payroll during the period for which application is made for the incentive payment.

6. The CITY will use a form of the attached Agreement to implement this policy.

7. The term of the written Agreement made pursuant to this policy shall not extend beyond the Sunset provisions of the Enterprise Zone Act.

8. Incentive agreements will be made only on a case-by-case basis.

9. Any decision concerning a specific application shall not be precedential.

10. Applications by eligible new or expanding businesses shall be processed through the Mesa County Economic Development Council (for new businesses) or the Grand Junction Area Chamber of Commerce (for expanding businesses). MCEDC and the Chamber will be responsible for insuring applicants meet eligibility criteria established by the ACT.

INTRODUCED, READ AND ADOPTED at a regular meeting of the City Council, City of Grand Junction on July 15, 1992.

GRAND JUNCTION, COLORADO

By NAME

\_\_\_\_\_  
Mayor, City of Grand Junction

Attest:

Theresa F. Martinez

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

RESOLUTION NO. 55-92 AMENDING RESOLUTION NO. 45-92 WHICH ESTABLISHES REQUIREMENTS FOR CONSTRUCTION IN CITY RIGHTS-OF-WAY ALLOWING FOR INSURANCE EXEMPTIONS BASED ON THE "GOVERNMENTAL IMMUNITY ACT"

On December 9, 1990, Ordinance No. 2497 became effective, which established policy for the construction of water works and sewer systems. Resolution No. 45-92 was adopted by City Council on June 3, 1992, which set specific construction requirements as mandated by Ordinance No. 2497. This resolution modifies the insurance

limits of the previous resolution for public entities that are protected by the Governmental Immunity Act.

Upon motion by Councilman Bennett, seconded by Councilman Bessinger and carried by roll call vote, Resolution No. 55-92 was passed and adopted.

RESOLUTION NO. 56-92 AUTHORIZING LEASE OF CITY PROPERTY LOCATED AT 236 MAIN STREET TO RAY GUZIAK, DBA SOUTHWEST IMAGERY

Council is being asked to consider granting a triple-net lease to Mr. Guziak, dba Southwest Imagery, at 236 Main Street to replace the previous business, James Sheeks, dba the Klub Doktor

Upon motion by Councilman Baughman, seconded by Councilman Bennett and carried by roll call vote, Resolution No. 56-92 was passed and adopted.

RESOLUTION NO. 57-92 AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO ALLOW LANDSCAPE IMPROVEMENTS IN THE RIGHT-OF-WAY FOR NORTH AVENUE ADJACENT TO THE PEACHTREE INN MOTEL RESTAURANT AND LOUNGE AT 1600 NORTH AVENUE

Upon motion by Councilman Bennett, seconded by Councilman Baughman and carried by roll call vote, Resolution No. 57-92 was passed and adopted.

ADJOURNMENT

The President Pro Tempore adjourned the meeting.

Theresa F. Martinez

Theresa F. Martinez, CMC  
Acting City Clerk

RESOLUTION NO. 55-92

ESTABLISHING REQUIREMENTS FOR CONSTRUCTION, AND OTHER RELATED OR SIMILAR ACTIVITIES, WITHIN CITY RIGHT-OF-WAY PURSUANT TO ORDINANCE NO. 2497, ARTICLE 3, CHAPTER 3 OF THE GENERAL ORDINANCES OF THE CITY OF GRAND JUNCTION; PROVIDING FOR INSURANCE REQUIREMENTS; PROVIDING FOR A SCHEDULE OF CHARGES FOR INSPECTION AND TESTING; PROVIDING FOR CONSTRUCTION SPECIFICATIONS AND DESIGN STANDARDS; PROVIDING FOR AN EMERGENCY NOTIFICATION TELEPHONE NUMBER; AND SUPERSEDING RESOLUTION NO. 45-92.

WHEREAS, the City has established policy for construction within the City rights-of-way through adoption of ordinance no. 2497, and

WHEREAS, ordinance no. 2497 requires City Council adoption of specified construction requirements; and

WHEREAS, the following provisions are reasonable yet necessary for

the protection of the City and its citizens.

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

(1) Resolution No. 45-92 is hereby superseded by this resolution.

(2) No permit shall be issued unless the following insurance requirements are met prior to issuance of a public way permit:

(a) The Permittee shall procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations arising out of, or resulting from, activities authorized by the permit. Such insurance shall be in addition to any other insurance requirements imposed by law. The Permittee shall not be relieved of any liability, claims, demands, or other obligations by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Permittee shall supply, along with the application for a permit, proof that such insurance is in place for all periods of time during which activity is authorized.

(b) Permittee shall procure and maintain, and shall cause any subcontractor of the Permittee to procure and maintain, the minimum insurance coverage listed in subparagraphs (i) through (iii) below. Such coverage shall be procured and maintained with forms and insurers acceptable to the City of Grand Junction. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Permittee. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be provided for in order that continuous coverage is maintained.

(i) Worker's Compensation insurance to cover obligations imposed by applicable laws for each employee engaged in the performance of any work, and Employer's Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the Worker's Compensation requirements of this paragraph.

(ii) General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(iii) Comprehensive Motor Vehicle Liability insurance with minimum

combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Permittee's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

(iv) A public entity, as defined in C.R.S. 24-10-103, which has not waived governmental immunity shall, for the times that such public entity is protected by the Governmental Immunity Act, not be required to comply with the insurance limits set forth in this paragraph (2) (b).

(c) Each such policy required by paragraph (ii) and (iii) above shall be endorsed to include the City of Grand Junction and the City of Grand Junction's officers and employees as additional insureds. Each policy required above shall be primary insurance, and any insurance carried by the City of Grand Junction, its officers, or its employees, or carried by or provided through any insurance pool of the City of Grand Junction, shall be excess and not contributory insurance to that provided by Permittee. No additional insured endorsement to any policy required shall contain any exclusion for bodily injury or property damage arising from completed operations. The Permittee shall be solely responsible for any deductible losses under any policy.

(d) The Permittee's insurance agent shall complete the certificate of insurance on the form provided by the City of Grand Junction, or other form acceptable to the City's Loss Control Agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. Each such policy shall be reviewed and approved by the City of Grand Junction prior to issuance of any permit. The certificate shall identify this resolution and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least 30 days prior written notice has been given to the City of Grand Junction. The completed certificate of insurance shall be attached to the contract.

(e) Failure on the part of the Permittee to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this Permit in which event the City of Grand Junction may immediately terminate any Permit.

(f) The City of Grand Junction is authorized the right to request and receive, at any time(s), a certified copy of any policy and any endorsement thereto.

(g) Each permittee, by acceptance of any permit agree that the City of Grand Junction is relying on, and does not waive or intend to waive by any provision of this Permit, the monetary limitations (presently \$150,000 per person and \$400,000 per occurrence) or any other rights, immunities, and protection provided by the Colorado

Governmental Immunity Act, C.R.S. 24-10-101 et seq., as from time to time amended, or otherwise available to the City of Grand Junction, its officers, or its employees.

(3) The Director of Public Works and Utilities is hereby directed and authorized to establish the following schedule of charges for inspection and testing:

1. Base Permit Fee - \$50.00

Plus an additional \$0.05 per linear foot of trench of excavation over 100 feet in length.

2. Compaction Tests:

- Standard Proctor Compaction Test (ASTM D 698) (\$65.00 per test)

- Modified Proctor Compaction Test (ASTM D 1557) (\$75.00 per test)

(4) The Director of Public Works and Utilities is authorized and directed to establish the engineering regulations, construction specifications, and design standards necessary to set the performance level of the work which may be amended by him from time to time.

(5) All emergency work, as defined within ordinance no. 2497, shall be reported to the Director by the use of the emergency telephone number, 911.

PASSED AND ADOPTED this 15th day of July, 1992

Attest:

NAME

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

Theresa F. Martinez

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

RESOLUTION NO. 54-92

AUTHORIZING A LEASE OF THE CITY PROPERTY AT 236 MAIN STREET TO RAY GUZIAK, DOING BUSINESS AS SOUTHWEST IMAGERY

WHEREAS, the City of Grand Junction is owner of the real property described as Lot 24 of Block 101, City of Grand Junction, also known as 236 Main Street, which is presently leased through October 31, 1992 to Jim Sheeks, doing business as The Klub Doktor; and

WHEREAS, Jim Sheeks has purchased the adjacent property; and



WHEREAS, Ray Guziak has requested a lease for the purpose of continuing his operation known as Southwest Imagery at the 236 Main Street property.

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

That the City Manager be authorized, on behalf of the City and as the act of the City, to execute the attached Lease Agreement with Ray Guziak, doing business as Southwest Imagery, for the lease of said property for a term of two years, commencing on July 16, 1992 and terminating on June 30, 1994, and for a rental fee of \$250.00 per month, subject to the several other terms and conditions of the attached Lease Agreement.

PASSED AND ADOPTED this 15th day of July, 1992.

Attest:

NAME

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

Theresa F. Martinez

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

#### LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into as of the 22 day of July, 1992 between the City of Grand Junction, a municipal corporation, hereinafter referred to as "City", and Ray Guziak, doing business as Southwest Imagery, hereinafter referred to as "Lessee", whose address for the purpose of this Lease is 236 Main Street, Grand Junction, Colorado 81501.

#### RECITALS

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

Lot 24 of Block 101, City of Grand Junction, also known as 236 Main Street and hereinafter referred to as the "Property".

B. The property is presently leased to Jim Sheeks ("Sheeks") doing business as the Klub Doktor ("Business"), which lease is due to expire on October 31, 1992.

C. Sheeks has agreed to terminate the present lease for the purpose of relocation of the Lessee's operation to this Property.

D. Lessee has leased from the City a property whose address is 120 South First Street (other property) which lease shall expire on

September 1, 1992. All costs as specified in that Lease Agreement, including but not limited to, rent, taxes, and utilities, shall be the continuing responsibility of the Lessee up until the expiration date.

E. City has agreed to the early termination of Sheeks lease and has agreed to lease the Property to Lessee under the terms and conditions of this Lease agreement.

NOW, THEREFORE, In consideration of the payment of rent and the performance of the promises set forth below, the City does hereby lease to the Lessee the above described Property.

1. The term of this Lease shall commence on July 16, 1992 and expires on June 30, 1994.

2. Lessee agrees to pay City as rental for the Property the amount of \$250.00 per month, in advance, due and payable without demand by the City on or before the 1st day of each month during the term of this Lease, beginning with the month of August, 1992. In the event payment of the rent is not received on or before the 10th day of each month, Lessee agrees to pay a late charge of \$50.00, which shall be added to the amount of the rent due.

3. a) Lessee agrees to timely pay any and all taxes which might be levied against the Property and attributable to the occupancy of the Property by Lessee during the term of this Lease; and to promptly pay for all utilities charges including, but not limited to, natural gas, electricity, water, sewer and trash removal imposed with respect to the Property.

(b) If Lessee fails to timely pay any and all amounts required pursuant to this Lease, the City may pay such amounts and in such event, the amount(s) paid by the City plus interest thereon at a rate of 15% per annum shall be added to the amount(s) of the rent due and payable by Lessee.

(c) Lessee agrees to pay all 1992 taxes on the Property but may seek contribution from Sheeks.

4. Lessee agrees to:

a. Maintain and keep the building and all improvements and fixtures in and upon the Property, including but not limited to sewer connections, roofing, plumbing, heating and ventilation systems, wiring and glass, in good repair, all at Lessee's sole expense, and at the expiration of this Lease, surrender the Property and improvements thereon to City in as good a condition as when Lessee entered the Property, reasonable use and wear excepted.

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

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

d. Use said Property for no purpose prohibited by the applicable laws of the United States or the State of Colorado, the County of Mesa or the City of Grand Junction; to comply with all police, fire and sanitary regulations imposed by any municipal, state, or federal authority either now in force or hereinafter enacted, and to use the premises for no improper or questionable purposes whatsoever.

e. At his sole expense and during the term of this Lease, purchase and maintain in effect suitable comprehensive general 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 cancelable without thirty (30) days prior written notice to the City and shall be written for at least Five Hundred Thousand Dollars (\$500,000.00), combined single limit. A certificate of insurance evidencing such coverage must be filed with the Risk Manager of the City and must designate the City of Grand Junction, its officers, employees and agents as additional insureds.

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

5. Lessee has inspected the Property and improvements and accepts the Property and any improvements thereon in their present condition; subject, however to the condition of the roof on the building situated thereon, which the parties acknowledge is in need of repair. Lessee agrees to obtain any applicable permits and repair the roof according to current building code standards. Said repair shall be completed, reinspected and approved by the Grand Junction Fire Department within 45 Days of the date of this agreement. The costs of such repair work shall be paid for solely by Lessee. Photocopies of all invoices for the cost of the repair shall be provided the City within ten (10) days after Fire Department approval.

Lessee agrees that the condition of the improvements and the Property is sufficient for the purposes of the Lessee. The City makes no warranties nor promises, express or implied, that the

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

If the premises are damaged due to fire or other casualty, or if the improvements or fixtures deteriorate to the extent where they are no longer functional for the purposes of Lessee, the City shall have no obligation to repair the improvements nor to otherwise make the premises usable or occupiable; damages shall be at Lessee's sole and absolute risk. If the City determines not to perform repairs or to otherwise make the premises usable or occupiable, Lessee may terminate this Lease by giving appropriate notice to the City that this Lease is to be terminated.

6. Lessee acknowledges that the City does not control nor represent the presence or absence of hazardous materials and/or uranium mill tailings on the Property or improvements. Lessee acknowledges that, in the event such materials or tailings must be removed, Lessee shall cooperate fully with any and all such removal efforts and that Lessee waives and releases the City and its officers, agents and employees from any claims for loss of business, lost profits or lost opportunities. The City agrees to keep Lessee informed concerning any plans to remove hazardous materials and/or mill tailings. The City expressly reserves the right, as owner, to approve any and all plans for remediation or removal of such materials. Lessee may terminate this Lease if the plan(s) approved by the City are unacceptable to lessee. In the event of appropriate termination of this lease, Lessee shall thereafter be released from his obligations hereunder.

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

8. Either party may, at its option, terminate this Lease upon 90 days written notice. Upon appropriate notice and termination of the lease by Lessee, the monthly rental payments due for the remainder of the lease term shall not be required. If the City terminates the Lease within one year of the date of commencement of the Lease, then Lessee shall reimburse the cost of the roof repair prorated on the number of months the Lessee occupies the Property over the one year period.

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

10. If Lessee is in default in the performance of any term or condition of this Lease, the City may, at its sole option, terminate this Lease upon 30 days written notice. If Lessee fails within any such 30 days period to remedy each and every default specified in the City's notice, this Lease shall terminate. If

Lessee remedies its default, Lessee shall not thereafter have the right of 30 days (to remedy) with respect to the same default, but rather, the Lessee's rights shall, with respect to a subsequent similar default, terminate upon the giving of notice by the City. All notices sent pursuant to this Lease Agreement shall be delivered by United States certified mail, return receipt requested, and shall be considered served upon Lessee of the date of mailing indicated on the postal receipt. All notices shall be sent to Lessee at 236 Main Street, Grand Junction, Colorado 81501. All notices to the City shall be addressed to: Property Agent, 250 North 5th Street, Grand Junction, Colorado 81501.

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

If this Lease is terminated by the City, except termination due to expiration of the lease term, Lessee shall have reasonable access to the Property for a reasonable time, not to exceed 30 days, to remove Lessee's personal property. If Lessee fails to remove his personal property within the time prescribed, the City shall not be responsible for the care and safekeeping thereof and may remove the same and store the same in a reasonable manner, the cost, expense and risk of which shall be borne solely by Lessee. Lessee hereby agrees that items not timely removed may be sold by the City to cover expenses with net proceeds after expenses, if any, paid to Lessee. The City may also set off amounts owed under this Lease against proceeds of said sale.

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

12. Should Lessee fail, for whatever reason, to vacate the premises at the end of or when this lease is terminated, Lessee agrees to pay to the City, in addition to all other sums due hereunder, daily rental in the amount of \$25.00 per day for each and every day or portion thereof, thereafter. The parties agree that it would be difficult to establish the actual damages to the City in such event that said \$25.00 is an appropriate liquidated damages amount.

13. It is expressly agreed that this Lease is one of lease and not of partnership and the City shall not be or become responsible for any debts contracted by Lessee. Lessee shall save, indemnify and hold the City, its officers, employees and agents harmless against all liability or loss, and against all claims or actions based upon or arising from any claim, lien, damage, injury, or death, to persons or property caused by Lessee or sustained in connection with the performance of this Lease or by conditions created thereby, or based upon any violation of statute, ordinance code or regulation, and the defense of any such claims or actions, including attorney's fees.

Lessee shall also pay and indemnify the City, its officers, employees and agents against all liability and loss in connection with, and shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to employees engaged in performance of this Lease.

14. In the event the City uses its City Attorney or engages an attorney to enforce the City's rights hereunder, Lessee agrees to pay any and all attorney fees, plus costs, including, but not necessarily limited to, the costs of any experts. This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado. Venue shall be in Mesa County, Colorado.

15. The provisions of this Lease shall not insure to the benefit of the heirs, successors and assigns of the parties hereto.

16. The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representatives made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Lease Agreement shall be valid unless they are contained in an instrument which is executed by all parties with the same formality as this agreement.

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

THE CITY OF GRAND JUNCTION, COLORADO

BY: Mark Achen 7/21/92

\_\_\_\_\_  
Mark Achen, City Manager Date

ATTEST:

Theresa F. Martinez 7-21-92  
\_\_\_\_\_

Acting City Clerk Date

LESSEE:

Ray M. Guziak 7/22/92

Ray M. Guziak DBA Southwest Imagery Date

RESOLUTION NO. 57-92

CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO JANN ERTL

WHEREAS, Jann Ertl represents that he is the owner of the property located at 1600 North Avenue in the City of Grand Junction, Colorado, and has petitioned the City Council of the City of Grand Junction for a Revocable Permit to allow the installation of landscape improvements in the following described public right-of-way for North Avenue, a.k.a. U.S. Highway 6&24 By-pass, to wit:

Commencing at a point on the South line of Block 4 of Parkplace Heights Subdivision which is North 89 deg. 51 min. 54 sec. West 51.2 feet from the Southeast corner of Lot 7 of said Block 4; thence South 00 deg. 04 min. 20 sec. West a distance of 4.0 feet to the Point of Beginning; thence South 00 deg. 04 min. 20 sec. West a distance of 9.0 feet; thence North 89 deg. 51 min. 54 sec. West 79.6 feet; thence North 00 deg. 04 min. 20 sec. East 9.0 feet; thence South 89 deg. 51 min. 54 sec. East 79.6 feet to the Point of Beginning; and

WHEREAS, pursuant to C.R.S. 42-2-135, the City of Grand Junction has the authority to exercise full responsibility for and control over any such highway rights-of-way that are located within the limits of the City of Grand Junction; and

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

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

That the City Manager, on behalf of the City and as the act of the City, is hereby directed to grant the attached Revocable Permit to the above-named Petitioner for the purpose aforescribed and within the public right-of-way aforescribed; provided, however, that the issuance of said Revocable Permit shall be conditioned upon the following: Landscape improvements, which shall include, but not be limited to planters and vegetation, located within the proximity of driveways, curb cuts or street intersections as described in Section 5-3-2 of the Grand Junction Zoning and Development Code shall not exceed thirty inches in height above the grade of the ground; The Petitioner will not hold the City liable for any damages caused to the landscape improvements or any other property of the Petitioner or any other person, as a result

of the City, Mesa County, State of Colorado or any other Public Utility's maintenance or future installation of roadway improvements or public utilities within the aforescribed public right-of-way; Said Revocable Permit shall be issued only upon the concurrent execution by the Petitioner of an agreement that he will save and hold the City, its officers, employees and agents harmless from, and indemnify the City, its officers, employees and agents, any claims or causes of action however stated arising out of the encroachment or use granted, and that upon revocation of such Permit by the City, Mesa County, State of Colorado or any other Public Utility, the Petitioner will, within thirty (30) days of notice of revocation, peaceably surrender said right-of-way to the City, Mesa County, State of Colorado or any other Public Utility, whichever may be applicable, and, at his own expense, remove any encroachment so as to restore the right-of-way to its original condition.

PASSED and ADOPTED this 15th day of July, 1992.

Attest:

NAME

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

Theresa F. Martinez

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

REVOCABLE PERMIT

WHEREAS, Jann Ertl represents that he is the owner of the property located at 1600 North Avenue in the City of Grand Junction, Colorado, and has petitioned the City Council of the City of Grand Junction for a Revocable Permit to allow the installation of landscape improvements in the following described public right-of-way for North Avenue, a.k.a. U.S. Highway 6&24 By-pass, to wit:

Commencing at a point on the South line of Block 4 of Parkplace Heights Subdivision which is North 89 deg. 51 min. 54 sec. West 51.2 feet from the Southeast corner of Lot 7 of said Block 4; thence South 00 deg. 04 min. 20 sec. West a distance of 4.0 feet to the Point of Beginning; thence South 00 deg. 04 min. 20 sec. West a distance of 9.0 feet; thence North 89 deg. 51 min. 54 sec. West 79.6 feet; thence North 00 deg. 04 min. 20 sec. East 9.0 feet; thence South 89 deg. 51 min. 54 sec. East 79.6 feet to the Point of Beginning; and

WHEREAS, pursuant to C.R.S. 43-2-135, the City of Grand Junction has the authority to exercise full responsibility for and control over any such highway rights-of-ways that are located within the limits of the City of Grand Junction; and

WHEREAS, the City Council of the City of Grand Junction has



determined that such action would not at this time be detrimental to the inhabitants of the City;

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

There is hereby granted to Jann Ertl a Revocable Permit for the purpose aforescribed and within the public right-of-way aforescribed; provided, however, that the issuance of said Revocable Permit shall be conditioned upon the following: Landscape improvements, which shall include, but not be limited to planters and vegetation, located within the proximity of driveways, curb cuts or street intersections as described in Section 5-3-2 of the Grand Junction Zoning and Development Code shall not exceed thirty inches in height above the grade of the ground; The Petitioner will not hold the City liable for any damages caused to the landscape improvements or any other property of the Petitioner or any other person, as a result of the City, Mesa County, State of Colorado or any other Public Utility's maintenance or future installation of roadway improvements or public utilities within the aforescribed public right-of-way; This Revocable Permit shall be issued only upon the concurrent execution by the Petitioner of an agreement that he will save and hold the City, its officers, employees and agents harmless from, and indemnify the City, its officers, employees and agents, any claims or causes of action however stated arising out of the encroachment or use granted, and that upon revocation of this Permit by the City, Mesa County, State of Colorado or any other Public Utility, the Petitioner will, within thirty (30) days of notice of revocation, peaceably surrender said right-of-way to the City, Mesa County, State of Colorado or any other Public Utility, whichever may be applicable, and, at his own expense, remove any encroachment so as to restore the right-of-way to its original condition.

DATED this 22 day of July, 1992.

Attest:

Mark K. Achen

---

Mark K. Achen, City Manager

Theresa F. Martinez

---

Acting City Clerk

Acceptance:

Jann Ertl

---

Jann Ertl

AGREEMENT

Jann Ertl does hereby agree that he will abide by each and every condition contained in the foregoing Permit; that he shall indemnify the City of Grand Junction, its officers, employees and agents and hold it, its officers, employees and agents harmless from all claims and causes of action as recited in said Permit; and that upon revocation of said Permit, he agrees to within thirty (30) days peaceably surrender said public right-of-way to the City and, at his own expense, remove any encroachment so as to restore the right-of-way to its original condition.

DATED at Grand Junction, Colorado, this 23 day of July, 1992.

Jann Ertl

\_\_\_\_\_  
Jann Ertl

STATE OF COLORADO	)	
	)	SS:
COUNTY OF MESA	)	

The foregoing Agreement was acknowledged before me this 23rd day of July, 1990, by Jann Ertl.

Witness my hand and official seal.

My Commission expires: 3/95

Mary L. Kreps

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