

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

NOVEMBER 18, 1992

The City Council of the City of Grand Junction, Colorado, convened in regular session the 18th day of November, 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 City Clerk Neva Lockhart.

Council President Theobold called the meeting to order and Councilman Bill McCurry led in the Pledge of Allegiance. The audience remained standing during the invocation by Rev. Dan Dudley, First Church of God.

PROCLAMATIONS/RECOGNITIONS

DECLARING DECEMBER, 1992, AS "LOCAL MENTAL ILLNESS EDUCATION AND AWARENESS MONTH" IN THE CITY OF GRAND JUNCTION

SPECIAL RECOGNITION AWARD TO STEVE SUPANCIC AND CHUCK BOSSHARDT

DECLARING NOVEMBER 29 THROUGH DECEMBER 5, 1992, AS "HOME CARE WEEK 1992" IN THE CITY OF GRAND JUNCTION

STEVE BOYER DISCUSSES USE OF ST. REGIS, 305 COLORADO AVENUE, AS A HORSE RACING SIMULCAST WAGERING FACILITY

Mr. Steve Boyer, an equine practitioner/veterinarian in Grand Junction, was present. Mr. Boyer also works with the Colorado Racing Commission which oversees horse racing and greyhound racing within the State. He stated that Senate Bill #99 allows for a number of simulcast wagering facilities (off-track betting facility) to be placed throughout the State of Colorado. Mr. Boyer spoke representing himself and Jerry Beard as prospective proprietors of an establishment allowing the simulcast signal into Grand Junction. Arapahoe Park felt that the City's ordinance against gambling in Grand Junction would be difficult to overcome and has decided to go into Mesa County with the facility. He requested that City Council prepare for the future by considering an amendment to the gambling section of the Grand Junction Code of Ordinances since the simulcast wagering form of gambling has been legalized on a state-wide basis.

CONSENT ITEMS

Upon motion by Councilman McCurry, seconded by Councilman Bessinger and carried by roll call vote with Councilman BAUGHMAN voting NO on Item 5, the following Consent Items 1-9 were approved:

1. Approve the minutes of the Regular Meeting November 4, 1992
2. Authorization to exercise option to renew annual gasoline and diesel fuel supply contract with LOCO, Inc.

Last year's annual supply contract bid contained the option for the City to renew the agreement for two additional one year periods, provided there is no change in the original terms and conditions. Rob Lipson, President of LOCO, Inc., and current contract holder, has agreed to honor last year's agreement through December 31, 1993. Staff recommends extending the contract for another year.

The contract binds LOCO, Inc., the total CONOCO distributor, to sell the City fuel at its cost, plus a fixed fee of \$.02494 per gallon for diesel fuel. Fixed fees cover the supplier's delivery costs and profits.

3. *Resolution No. 76-92 - authorizing a 2-year lease of City property located at 557 Noland Avenue to Superior Saddle Tree

Superior Saddle Tree presently leases the subject property through December 31, 1992. The proposed 2-year lease would allow Superior Saddle Tree to continue operating on the property through December 31, 1994. The proposed lease is virtually the same as the existing triple-net lease. A triple-net lease requires the tenant to pay for all property taxes, insurance, repairs, utilities, etc., in addition to the base rent.

4. *Resolution No. 77-92 - authorizing the conveyance of nonexclusive road easement to the United States Bureau of Land Management (BLM) for access across City property on the Grand Mesa

BLM representatives Ruben Martinez and Catherine Robertson were present. The BLM manages a 40-acre site on the north edge of the Grand Mesa that is known as Lands End Communication site. The site has facilities for seven government agencies plus facilities for several private entities.

In 1967 the USA obtained a roadway lease across Somerville Ranch to gain access to the communications site. The 1967 lease was terminated and a new lease created in 1987. The new lease is year-to-year, at the option of the government, but not to exceed beyond 2007. Rent is \$100/year. The lease identifies the roadway as an "FAA access road."

In 1988 the USA, acting through the Bureau of Reclamation, obtained a lease in order to use the same access road. The initial term of the lease is from April 1, 1988, to April 1, 1993. The lease also gave the BOR the option to extend the term for successive 5-year periods. Rent for each 5-year term is \$1500 or \$300/year. The six other government agencies, including the BLM, have been using this lease.

The proposed easement would allow seven (7) federal agencies to use an existing road on Somerville Ranch to access a BLM Communications Site on the Grand Mesa.

5. *Resolution No. 78-92 - authorizing the transfer of repayment funds, the right to receive future loan payments, and the oversight of rental rehabilitation loans to the Grand Junction Housing Authority for the downtown housing effort

6. Proposed Ordinance - Zone of LDS Annexation to RSF-2, located northwest of 25 1/2 and G Roads

This is a request to zone the land recently annexed to the City also known as LDS Annexation (5.82 acres) to Residential Single-Family, two units per acre (RSF-2). This area is currently vacant land and is adjacent to a portion of Wilson Ranch Annexation. The area was zoned AFT (agricultural/forestry/transitional) under previous County zoning. The anticipated development for this area is residential but there are no specific plans for this annexation. The portion of Wilson Ranch annex adjacent to the LDS annex was zoned RSF-2 as a "holding zone" until specific development proposals are submitted. RSF-2 is proposed for the LDS annex for consistency and compatibility with the area and existing zoning.

a. First reading of proposed ordinance

7. Proposed Ordinance - Zone of Persigo #2 Annexation to I-1, C-2, and RSF-2, located north and south of Highway 6 & 50, west of 22 Road

This is a request to zone the land recently annexed to the city also known as Persigo #2 Annexation (357 acres) to Light Industrial (I-1), Heavy Commercial (C-2), and Residential Single-Family, two units per acre (RSF-2). This area was zoned "C" Commercial in the County and is designated for Commercial/Industrial uses. The Persigo Wastewater Treatment Facility is located in this annexation. The County "C" zoning allows many uses listed in the City I-1 Zone. At Council direction, the majority of this annexation is proposed for I-1 Zoning which is consistent with the existing uses. In order to avoid creating nonconforming uses, the Grand Junction R. V. Park on 22 Road is proposed for C-2 Zoning since R. V. parks are not permitted uses in I-1. There is also a single-family residence at the southeast corner of H and 21 1/2 Roads which is proposed for RSF-2 Zoning. This property was zoned Commercial in the County but is separated from the rest of the commercial area by Pritchard Wash. The owner intends to continue the residential use of the property and has requested the RSF-2 Zoning to avoid nonconforming use status. The County zoning west of 21 1/2 Road and north of H Road is AFT which is compatible with RSF-2.

a. First reading of proposed ordinance

8. Proposed Ordinance - Zone of Roundhill Annexation to Residential Single-Family (RSF-1), located east of 7th Street at F 1/2 Road

This is a request to zone the land recently annexed to the City also known as Roundhill Annexation (39.48 acres), to Residential Single-Family, one unit per acre (RSF-1). This annexation consists of low density single-family residential uses and a church. The RSF-1 Zone (one unit per acre) is consistent with the existing density of the annexation and the previous County zoning. No nonconforming uses will be created by this zone of annexation.

a. First reading of proposed ordinance

9. Proposed Ordinance - Zone of North Meadows Annexation to Residential Single-Family (RSF-4), located southeast of 29 and F 1/2 Roads

This is a request to zone the land recently annexed to the City also known as North Meadows Annexation (4.362 acres) to Residential Single-Family, four units per acre (RSF-4). This is a single-family residential subdivision. The previous County zoning was R-2 (3.5 units per acre). The RSF-4 Zone is the closest equivalent City Zone to the County zoning and the existing density of the subdivision. No nonconforming uses will be created by this zoning and it is in character with the surrounding area.

a. First reading of proposed ordinance

* * * END OF CONSENT CALENDAR * * *

* * * ITEMS NEEDING INDIVIDUAL CONSIDERATION * * *

RESOLUTION NO. 79-92 AUTHORIZING LEASE AND PURCHASE OPTION CONTRACT WITH HORIZON DRIVE ENTERPRISES FOR THE VISITORS AND CONVENTION BUREAU - PROPOSED ORDINANCE APPROPRIATING FUNDS FOR 1993 LEASE

The following Resolution was reviewed: (Full copy in P.R.).

The agreement proposes that the VCB lease, with option to buy, a parcel of land adjacent to the Taco Bell on Horizon Drive to build a combined Visitor Information Center/sales and marketing office. The lease contains an option to purchase the land during the first five years of the lease; if the option is not exercised the lease would revert to a 40 year term.

The property owner John Moss and attorney J.D. Snodgrass were present. Visitor and Convention Bureau Director Debbie Kovalik was also present. City Attorney Dan Wilson explained that because of the unknown effect of Amendment #1 on the State Tourism Board, language has been added to the lease that now allows the purpose of the VCB activities to promote all of Colorado (for flexibility purposes). If hazardous materials are discovered on the property,

construction could be held up for 60 days to give the lessor time to evaluate. The insurance provision reflects the City's status as being the beneficiary of the Governmental Immunity Act and being a member of the CIRSA Pool. Language was added that allows for a sub-lease. An option notice provision has been proposed in the lease. Other provisions were reviewed by Mr. Wilson along with two additions to the lease as follows:

1. The lease will terminate unless the City Council annually appropriates the next year's lease payment (\$13,200);
2. Beginning immediately upon approval of subject lease, that City Council also appropriate (by ordinance) in a reserve fund 5 x \$13,200, plus any cola that would be adjusted.

Mr. Wilson recommended that the lease be written to become effective the morning after the effective date of the appropriations ordinance (approximately January 18, 1993). The proposed ordinance will be scheduled for final reading on the 16th of December, 1992. Upon motion by Councilman Bessinger, seconded by Councilman McCurry and carried with Councilmembers BENNETT and BAUGHMAN voting NO, the proposed ordinance was passed for publication.

Upon motion by Councilman Bessinger, seconded by Councilman McCurry and carried by roll call vote with Councilmembers BENNETT and BAUGHMAN voting NO, Resolution No. 79-92 was passed and adopted with the incorporation of the above amendments.

RESOLUTION NO. 80-92 ACCEPTING PETITION FOR THE ANNEXATION OF LANDS TO THE CITY OF GRAND JUNCTION AND SETTING A HEARING ON SUCH ANNEXATION - CRESTRIDGE HEIGHTS, APPROXIMATELY 20.0 ACRES LOCATED SOUTH OF G ROAD AND EAST OF 7TH STREET

The proposed annexation consists of 17 parcels on 20 acres. Thirteen of the parcels have signed powers of attorney for annexation as a condition of receiving sewer service. This annexation is part of the North Area annexation proposal.

Karl Metzner, Community Development Department, stated that statutory requirements were met in that one sixth of the perimeter of the area proposed to be annexed is contiguous with the City; a community of interest exists between the territory and the City; the territory proposed to be annexed is urban or will be urbanized in the near future; the territory is integrated or is capable of being integrated with said City; no land in single ownership has been divided by the proposed annexation; no 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; and the land is not subject to other annexation proceedings; and no election is required under the Municipal Annexation Act of 1965.

Upon motion by Councilman McCurry, seconded by Councilman Baughman and carried by roll call vote, Resolution No. 80-92 was passed and adopted.

RESOLUTION NO. 81-92 ACCEPTING PETITION FOR THE ANNEXATION OF LANDS TO THE CITY OF GRAND JUNCTION AND SETTING A HEARING ON SUCH ANNEXATION - WILSON RANCH #4, APPROXIMATELY 28.0 ACRES, LOCATED SOUTH OF G-1/2 ROAD AND EAST OF 25-1/2 ROAD

Wilson Ranch Annexation #4 is east of the Wilson Ranch Subdivision Filing #1 which was previously annexed. This proposed annexation is approximately 20 acres of vacant undeveloped ground intended as future filings of Wilson Ranch Subdivision. The property consists of 3 parcels under single ownership. This is a 100% annexation petition.

Karl Metzner, Community Development Department, stated that statutory requirements were met in that one sixth of the perimeter of the area proposed to be annexed is contiguous with the City; a community of interest exists between the territory and the City; the territory proposed to be annexed is urban or will be urbanized in the near future; the territory is integrated or is capable of being integrated with said City; no land in single ownership has been divided by the proposed annexation; no 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; and the land is not subject to other annexation proceedings; and no election is required under the Municipal Annexation Act of 1965.

Upon motion by Councilman Nelson, seconded by Councilman Bessinger and carried by roll call vote, Resolution No. 81-92 was passed and adopted.

ORDINANCE NO. 2613 - ADOPTING A RESTATED AND AMENDED GRAND JUNCTION NEW HIRE POLICE DEFINED CONTRIBUTION PLAN

A hearing was held after proper notice. There were no public comments. Upon motion by Councilman Shepherd, seconded by Councilman Bessinger and carried by roll call vote, Ordinance No. 2613 was passed and adopted, and ordered published.

ORDINANCE NO. 2614 - AMENDING CHAPTER 14, CODE OF ORDINANCES, GARBAGE, TRASH AND WEEDS, RAISING TRASH RATES TO COVER INCREASES IMPOSED ON THE CITY FROM TIPPING FEES AT THE COUNTY LANDFILL, AND OTHER COST INCREASES ASSOCIATED WITH GOODS AND SUPPLIES

A hearing was held after proper notice. There were no public comments. Upon motion by Councilman McCurry, seconded by Councilman Bessinger and carried by roll call vote, Ordinance No. 2614 was passed and adopted, and ordered published.

ORDINANCE NO. 2615 - AMENDING CHAPTER 31, SECTION 31-12, OF THE

CODE OF ORDINANCES OF THE CITY OF GRAND JUNCTION - WATER RATES

A hearing was held after proper notice. There were no public comments. Upon motion by Councilman Bessinger, seconded by Councilman McCurry and carried by roll call vote, Ordinance No. 2615 was passed and adopted, and ordered published.

ORDINANCE NO. 2616 - REPEALING AND REENACTING SECTIONS 7-33, 7-34 AND 7-37 OF CHAPTER 7, AND AMENDING SECTION 7-45 OF CHAPTER 7 OF THE CODE OF ORDINANCES OF THE CITY OF GRAND JUNCTION - BUILDINGS

A hearing was held after proper notice. There were no public comments. Upon motion by Councilman Bessinger, seconded by Councilman McCurry and carried by roll call vote, Ordinance No. 2616 was passed and adopted, and ordered published.

ADJOURNMENT

Neva B. Lockhart, CMC
City Clerk

RESOLUTION NO. 76-92

AUTHORIZING A LEASE OF CITY PROPERTY AT 557 NOLAND AVENUE TO RONALD FRANK BELLAVIA, DOING BUSINESS AS SUPERIOR SADDLE TREE

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

Lot 11 of Block 2, South Fifth Street Subdivision situated in Section 23, Township 1 South, Range 1 West of the Ute Meridian,

also known as 557 Noland Avenue; and

WHEREAS, Helen Felkins, doing business as Superior Saddle Tree, has a leasehold interest in the aforescribed property pursuant to Resolution No. 76-92; and

WHEREAS, the said Helen Felkins has sold the Superior Saddle Tree business to Ronald Frank Bellavia; and

WHEREAS, the said Ronald Frank Bellavia has requested a lease for the aforescribed property for the purpose of continuing the operation of Superior Saddle Tree at 557 Noland Avenue.

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

That the City Manager be authorized, on behalf of the City and as the act of the City, to execute the attached Lease Agreement with Ronald Frank Bellavia, doing business as Superior Saddle Tree, for

the lease of the aforescribed property for a term of five (5) years, commencing on January 1, 1993, nunc pro tunc, and terminating on December 31, 1997, subject to each and every term and condition of the attached Lease Agreement.

PASSED and ADOPTED this 20th day of January, 1993.

President of the City Council

Attest:

City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into as of the 1st day of January, 1993, nunc pro tunc, between the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City", and Ronald Frank Bellavia, doing business as Superior Saddle Tree, hereinafter referred to as "the Lessee".

RECITALS

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

Lot 11 of Block 2 of South Fifth Street Subdivision situated in Section 23, Township 1 South, Range 1 West of the Ute Meridian, also known as 557 Noland Avenue and hereinafter referred to as "the Property".

B. The property is presently leased to Helen Felkins, doing business as Superior Saddle Tree, (hereinafter referred to as "Felkins") pursuant to City of Grand Junction Resolution No. 76-92.

C. Felkins has sold Superior Saddle Tree to the Lessee and has agreed to terminate the present lease so that Lessee may enter into this Lease Agreement for the purpose of continuing the operation of Superior Saddle Tree on the Property.

E. The City has agreed to the early termination of the present lease with Helen Felkins 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 January 1, 1993, nunc pro tunc, and terminate on December 31, 1997.

2. Lessee agrees to pay to the City as rental for the Property the amount of \$500.00 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 February, 1993. In the event payment of the rent is not received on or before the 10th day of each month, Lessee agrees to pay a late charge of \$50.00, which amount shall be added to the amount of rent(s) due.

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

Lessee agrees to pay all taxes levied against the Property for the 1992 tax year; provided, however, that Lessee may seek contribution from Felkins or require Felkins to escrow the estimated 1992 tax payment with Lessee as may be agreed upon between the Lessee and Felkins.

4. During the term of this Lease, Lessee agrees to:

a. Maintain the Property and keep the Property and all improvements and fixtures thereon, 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 all improvements and fixtures thereon to the 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, and not commit or permit waste, damage or injury to the Property.

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

d. Use of Property for no purpose prohibited by the applicable laws of the United States or the State of Colorado, County of Mesa or the City of Grand Junction; and 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 Lessee's 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 applicable Worker's Compensation 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 improvements thereon in their present condition. Lessee agrees that the condition of the Property and improvements are sufficient for the purposes of 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.

6. In the event the Property and/or improvements become damaged due to fire or any 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 the Lessee's sole and absolute risk. In the event 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.

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, however, that the City, its officers, employees and agents shall have the right to be on the Property during emergencies and may inspect the Property upon giving reasonable advance notice to Lessee.

8. 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 thirty (30) days written notice. If Lessee fails within any such 30 day period to remedy each and

every default specified in the City's notice, this Lease shall 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 as of the date of mailing indicated on the postal receipt. All notices to the Lessee shall be mailed to 557 Noland Avenue, Grand Junction, Colorado 81501. All notices to the City shall be mailed to the attention of the City Property Agent, 250 North 5th Street, Grand Junction, Colorado 81501.

9. This Lease shall automatically terminate in the event Lessee or Lessee's Superior Saddle Tree 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; 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 or unreasonable 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 thirty (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 the proceeds of said sale.

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

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

12. Lessee shall not sublet, assign or transfer any of Lessee's interests in this Lease, or enter into any contract or agreement affecting Lessee's interests 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.

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

14. 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 or injury, including death, to persons or property caused by Lessee or sustained in connection with the performance of this Lease or by conditions created thereby, or based upon any violation of statute, ordinance code or regulation, and the defense of any such claims or actions, including attorneys' 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 employment insurance, social security and income tax laws, with respect to employees engaged in performance of this Lease.

15. In the event the City uses its City Attorney or engages an attorney to enforce the City's rights hereunder, Lessee agrees to pay 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.

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

17. The parties acknowledge and agree that the provisions contained herein constitute the entire agreement between the parties, and that all representations made by any officer, employe or agent 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 Lease Agreement.

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

The City of Grand Junction, Colorado

Mark K. Achen, City Manager Date

Attest:

\City Clerk Date

Lessee:

Ronald Frank Bellavia Date

RESOLUTION NO. 77-92

AUTHORIZING THE CONVEYANCE OF A NON-EXCLUSIVE ROAD EASEMENT ACROSS CITY PROPERTY TO THE UNITED STATES OF AMERICA

WHEREAS, the City is the owner of a certain parcel of land known as the "Somerville Ranch" property lying in Sections 25, 26 and 35 in Township 11 South, Range 97 West of the Sixth Principal Meridian; and

WHEREAS, the United States of America is desirous of securing a Non-Exclusive Road Easement across said property, as shown on the plat attached hereto as Exhibit A, for the use of Federal Government Agencies and its contractors authorized by the Bureau of Land Management to occupy a parcel of land administered by the Bureau of Land Management known as the Lands End Electronic Communication Site located in and described as the NE1/4 SW1/4 of Section 15, Township 11 South, Range 97 West of the Sixth Principal Meridian.

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

That the City Manager is hereby authorized, on behalf of the city and as the act of the city, to execute and enter into the attached Non-Exclusive Road Easement Agreement with the United States of America allowing the use, maintenance, improvement, and repair of the existing road shown on the plat attached hereto as Exhibit A.

PASSED and ADOPTED this 18th day of November, 1992.

President of the Council

Attest:

Neva B. Lockhart, CMC

City Clerk

UNITED STATES DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT

NONEXCLUSIVE ROAD EASEMENT AGREEMENT

This Road Easement Agreement is made this _____ day of _____, 1992, by and between the CITY OF GRAND JUNCTION, COLORADO, a municipal corporation, hereinafter called "Grantor", and the UNITED STATES OF AMERICA, hereinafter called "Grantee."

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, has granted, and by these presents does hereby grant unto the Grantee, its successors and assigns (assigns limited to Federal agencies) forever, a nonexclusive easement to use, maintain, improve, and repair an existing road located on the following described real property situated in the County of Mesa, State of Colorado, to wit:

A parcel of land lying in the SW1/4 SW1/4 of Section 25, and the SE1/4 SE1/4 of Section 26, and the W1/2 SE1/4, the SW1/4 NE1/4, the E1/2 NE1/4 of Section 35 in Township 11 South, Range 97 West of the Sixth Principal Meridian, said parcel being all that portion of said property contained in a strip of land 30 (thirty) feet in width being 15 (fifteen) feet on each side of the centerline as shown on the plat attached hereto as Exhibit A and made a part hereof, containing 5.23 acres, more or less.

TO HAVE AND TO HOLD the said premises above described, with the appurtenances and privileges thereunto belonging unto the UNITED STATES OF AMERICA, and is subject to the effect of reservations and leases, if any, of oil, gas, and minerals in and under said land, and also subject to the following terms, covenants and conditions.

1. The grantee agrees that the road easement herein granted is for the use of Federal Government Agencies and their contractors, authorized by the Bureau of Land Management to occupy land administered by said Bureau, said land known as Lands End Electronic Communication Site located in and described as the NE1/4 SW1/4 Sec. 15, Township 11 South, Range 97 West of the 6th Principal Meridian. The easement is to be used for access to the site for the purpose of constructing, operating and maintaining

electronic communication facilities located on said land. The easement herein granted is not intended for general public use nor for the use of private entities.

2. The hereinbefore described real property shall be used solely for the purposes herein set forth. In the event the grantee abandons use of said property, the grantee shall cease and terminate this easement and said property shall be freed from the burden of this easement. Abandonment shall be defined as a period of non-use of two years or more.

3. Grantee's vehicles shall yield the right-of-way to livestock at all times.

4. Grantee agrees that it shall have the responsibility of maintaining and repairing said road commensurate with the grantees use of said road and shall bar the costs associated thereto, and that Grantor shall have no responsibility for maintaining or repairing said road. Grantee further agrees that it will limit the width of said road to the minimum area required, and that it will take steps necessary to keep the road properly maintained while minimizing grading damage and terrain change.

5. Grantee agrees to keep all gates now or hereafter to be located upon Grantor's property closed and locked; provided, however, that Grantee shall be responsible for ensuring that Grantor has copies of keys and/or lock combinations to all locks installed by Grantee on gates located across the road, the Grantor shall be responsible for ensuring that Grantee has copies of keys and/or lock combinations to all locks installed by Grantor on gates located across said road.

6. Grantee agrees to construct, install, maintain and repair, at its expense, water bars, drainage ditches and culverts along said road, and Grantee covenants and agrees that such items shall be constructed and installed in such manner as to eliminate any concentration of water upon or in the immediate vicinity of said road. Grantee further agrees that it will place said items only at places which are agreeable to Grantor, and Grantee further agrees to take all steps as may be necessary to avoid erosion resulting from the placement and usage of such items.

7. The Grantee shall be liable for all damages caused by the exercise of the rights herein granted to the extent provided by the Federal Tort Claims Act, 28 U.S.C. secs. 2671-2680.

8. Grantee has inspected the road and easement area and accepts the same in its present condition.

9. Grantee agrees that its representatives, licensees, employees and agents shall be prohibited from littering and smoking upon the easement area.

10. Grantee agrees that Grantor, its officers, employees and

agents shall have the joint right of access on, along, over and across said road, and Grantor may further authorize third parties to have such access, provided that such use does not unreasonably interfere with the easement granted herein.

11. Grantee agrees that the standard of care for all of its representatives, licensees, employees and agents is that they conduct themselves in a proper and businesslike manner at all times when such representatives, employees and agents are upon the road and easement area.

12. If the road is damaged due to flood or other casualty, or if the road deteriorates to the extent where it is no longer functional for the purposes of Grantee, Grantor shall have no obligation to repair the road; use shall be at Grantee's own risk.

13. Grantor covenants and warrants that it is lawfully seized and possessed of the land aforesaid and has the full right, power and authority to execute this conveyance, and that said land is free and clear of liens, claims or encumbrances, and that it will defend the title to the easement conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

14. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns; and provided further that adequate appropriations are available from year to year for expenses corollary to this agreement.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

The City of Grand Junction, Colorado

By: Mark Achen

City Manager

Attest:

Neva B. Lockhart, CMC

City Clerk

STATE OF COLORADO)	
)	SS

COUNTY OF MESA)	
----------------	---	--

The foregoing instrument was acknowledge before me this 24th day of November 1992, by Mark K. Achen as the City Manager and Neva B. Lockhart as the City Clerk of the City of Grand Junction, Colorado.

My Commission expires: June 13, 1995

Witness my hand and official seal.

Theresa F. Martinez

Notary Public

Accepted this _____ day of _____, 1992, subject to the approval of title by the Department of Justice.

By:

Title

STATE OF COLORADO)	
)	SS
COUNTY OF MESA)	

The foregoing instrument was acknowledge before me this _____ day of _____, 1992, by _____, as _____ for the United States of America Department of Interior - Bureau of Land Management.

Notary Public

RESOLUTION NO. 78-92

A RESOLUTION AUTHORIZING THE TRANSFER OF REPAYMENT FUNDS, THE RIGHT TO RECEIVE FUTURE LOAN PAYMENTS, AND THE OVERSIGHT OF RENTAL REHABILITATION LOANS TO THE GRAND JUNCTION HOUSING AUTHORITY FOR

THE DOWNTOWN HOUSING EFFORT.

WHEREAS, the City of Grand Junction has previously received grants for the purpose of low interest loans for the rehabilitation of rental properties to provide additional low income housing; and,

WHEREAS, the Grand Junction Housing Authority has administered the loans for rehabilitation of rental properties in conjunction with its other low income housing activities and maintains the records on the outstanding loans receivable; and

WHEREAS, the City of Grand Junction has received certain repayments of the rental rehabilitation loans and holds these funds for future rehabilitation loans; and

WHEREAS, the City of Grand Junction and the Grand Junction Housing Authority desire to consolidate and expedite the use of these funds and future repayments for the Downtown Housing Effort.

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

The funds currently held by the City of Grand Junction will be transferred to the Grand Junction Housing Authority for the Downtown Housing Effort.

The City of Grand Junction assigns to the Grand Junction Housing Authority to right to receive all future repayments from the outstanding and future loans for the Downtown Housing Effort.

The City of Grand Junction assigns to the Grand Junction Housing Authority the oversight authority and responsibility of the rental rehabilitation loan funds.

Passed and adopted this 18th day of November, 1992 at Grand Junction, Colorado.

Mayor

Attest:

Neva B. Lockhart, CMC

City Clerk

Review of Rental Rehab Program --

All Loans are for a 10 year term, at 3% interest

Name	Address	Year	Loan Amount	Payment Made	Interest	Paid
Crow	1042 Grand	1987	\$5,500.00	\$5,801.10	\$301.10	1990
Keltner	201 North 9th	1987	\$14,543.00	\$15,904.46	\$1,361.46	1991
McDonald	354-356 Ouray	1987	\$7,107.47	\$6,842.63	(\$264.84)	1992
	Subtotal		\$27,150.47	\$28,548.19		
Lucas	957 Belford	1987	\$3,957.00			
Nichols	857 White	1988	\$5,000.00			
Nichols	623 North 8th	1988	\$5,000.00			
Nichols	502 Chipeta	1989	\$4,000.00			
Nichols	1430 Main	1989	\$4,443.00			
Tracy	856 Rood	1989	\$7,000.00			
Trine	1039-1045 Grand	1989	\$10,838.09			
Busse	222-224 Teller	1988	\$1,850.00			
	Subtotal		\$69,238.56			
Spencer	922 Colorad	1990	\$3,920.00			

	o					
	Subtotal		\$73,158.56			
Hand-Treece	1037 Main	1991	\$7,000.00			
			\$80,158.56			

Funds Held By City

Loan Repayments			\$28,548.19	
Interest on Balance	1990	163.94		
	1991	1780.06		
	YTD1992	875.59	\$2,819.59	
Less Hand-Treece Loan			(\$7,000.00)	
Balance Held by City				\$24,367.78
Funds Outstanding				
Total Loans Made			\$80,158.56	
Less Repayments			\$27,150.47	
Loans Outstanding (Principal Only)				\$53,008.09

AUTHORIZING LEASE AND PURCHASE OPTION CONTRACT WITH HORIZON DRIVE ENTERPRISES FOR THE VISITOR AND CONVENTION BUREAU.

WHEREAS the Visitor and Convention Bureau has negotiated what the Council deems to be a fair and equitable lease with an option to occupy and eventually possibly purchase certain property to be used for a Visitor and Convention Bureau site.

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

The City Manager is hereby directed and authorized to execute a lease and purchase option contract with Horizon Drive Enterprises to lease and provide for an option to purchase property for the Visitors and Convention Bureau.

PASSED and ADOPTED this 18th day of November, 1992.

President of the Council

Attest:

City Clerk

RESOLUTION NO. 80-92

ACCEPTING A PETITION FOR THE ANNEXATION OF LANDS TO THE CITY OF GRAND JUNCTION, COLORADO, AND SETTING A HEARING ON SUCH ANNEXATION CRESTRIDGE HEIGHTS ANNEXATION - APPROXIMATELY 20.0 ACRES LOCATED SOUTH OF G ROAD AND EAST OF 7TH STREET

WHEREAS, on the eighteenth day of November, 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:

CRESTRIDGE HEIGHTS ANNEX:

A tract of land located in a part of the W1/2 of the NW1/4 NE1/4 of Section 2, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado, said tract being more particularly described as follows:

Beginning at the Southwest corner of the NW1/4 NE1/4 of said Section 2; thence North along the West line of the NW1/4 NE1/4 of said Section 2 a distance of 1317 feet to the North 1/4 corner of said Section 2; thence East along the North line of the NW1/4 NE1/4 of said Section 2 a distance of 652 feet to a point which is 8.0 feet West of the Northeast corner of the NW1/4 NW1/4 NE1/4 of

said Section 2; thence South a distance of 214 feet to the North line of Lot 5 of Crestridge Heights Subdivision as recorded in Plat Book 9 at Page 155 in the office of the Mesa County Clerk and Recorder; thence East along the North line of said Lot 5 a distance of 8.0 feet to the Northeast corner of said Lot 5; thence South along the East line of Crestridge Heights Subdivision a distance of 374.6 feet to the Northeast corner of Crestridge Annex as recorded in Plat Book 10 at Page 30 in the office of the Mesa County Clerk and Recorder; thence South along the East line of Crestridge Annex a distance of 518.4 feet to the south right-of-way of Sperber Lane as shown on the recorded plat of said Crestridge Annex; thence South a distance of 210 feet to the Southeast corner of the SW1/4 NW1/4 NE1/4 of said Section 2; thence West along the South line of the SW1/4 NW1/4 NE1/4 of said Section 2 a distance of 660 feet to the Point of Beginning.

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 6th day of January, 1993, 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 said territory is integrated or is capable of being integrated with said City; whether any land held in single ownership has been divided by the proposed annexation that no land held in identical ownership comprising more than twenty acres, which has an assessed value in excess of two hundred thousand dollars, is included without the landowner's consent; 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 18th day of November, 1992.

President of the Council

Attest:

City Clerk

RESOLUTION NO. 81-92

ACCEPTING A PETITION FOR THE ANNEXATION OF LANDS TO THE CITY OF GRAND JUNCTION, COLORADO, AND SETTING A HEARING ON SUCH ANNEXATION WILSON RANCH #4 ANNEXATION - APPROXIMATELY 28.0 ACRES LOCATED SOUTH OF G-1/2 ROAD AND EST OF 25-1/2 ROAD

WHEREAS, on the eighteenth day of November, 1992, a petition was submitted by the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

WILSON RANCH ANNEXATION NO. 4

A tract of land located in a part of the E 1/2 of Section 34, Township 1 North, Range 1 West of the Ute Meridian, Mesa County, Colorado, said tract being more particularly described as follows:

Commencing at the Northwest corner of the SE 1/4 of said Section 34, thence North 90 deg. 00 min. 00 sec. East along the North line of the SE 1/4 of said Section 34 a distance of 537.29 feet to the True Point of Beginning; thence continuing North 9 deg. 00 min. 00 sec. East along said North line of the SE 1/4 of Section 34 a distance of 58.94 feet to a point on the North and East bank of the Grand Valley Canal; thence continuing North 90 deg. 00 min. 00 sec. East along said North line of the SE 1/4 of Section 34 a distance of 12.60 feet; thence North 25 deg. 08 min. 30 sec. West a distance of 82.68 feet to a point on the South right-of-way of Interstate 70; thence along said South right-of-way of Interstate 70 the following 6 courses and distances:

- 1) along the arc of a curve to the left whose radius is 2,965.00 feet and whose long chord bears North 79 deg. 15 min. 22 sec. East 60.20 feet;
- 2) North 76 deg. 40 min. 49 sec. East 305.10 feet;
- 3) North 75 deg. 40 min. 19 sec. East 175.00 feet;
- 4) North 76 deg. 39 min. 26 sec. East 229.99 feet;
- 5) North 76 deg. 41 min. 12 sec. East 64.92 feet;
- 6) along the arc of a curve to the right whose radius is 2,765.00 feet and whose long chord bears North 82 deg. 45 min. 20 sec. East 393.80 feet to a point on the centerline of Leach Creek;

thence along said centerline of Leach Creek by the following 2 courses and distances:

- 1) South 04 deg. 18 min. 03 sec. West 104.14 feet;
- 2) South 55 deg. 42 min. 53 sec. West 131.26 feet to the centerline of the Grand Valley Canal;

thence along said centerline of the Grand Valley Canal by the following 6 courses and distances:

- 1) North 64 deg. 03 min. 24 sec. West 59.02 feet;
- 2) South 88 deg. 41 min. 25 sec. West 35.29 feet;
- 3) South 79 deg. 34 min. 22 sec. West 41.76 feet;
- 4) South 61 deg. 21 min. 09 sec. West 89.95 feet;
- 5) South 45 deg. 25 min. 42 sec. West 125.11 feet;
- 6) South 29 deg. 34 min. 51 sec. West 30.01 feet to a point on the North line of the SE 1/4 of said Section 34;

thence South 90 deg. 00 min. 00 sec. West along said North line of the SE 1/4 of Section 34 a distance of 25.52 feet to the Northeast corner of the NW 1/4 SE 1/4 of said Section 34; thence South 00 deg. 13 min. 29 sec. West along the East line of the NW 1/4 SE 1/4 of said Section 34 a distance of 1,320.25 feet to the Southeast corner of the NW 1/4 SE 1/4 of said Section 34; thence North 89 deg. 56 min. 30 sec. West along the South line of the NW 1/4 SE 1/4 of said Section 34 a distance of 23.45 feet; thence North 00 deg. 06 min. 00 sec. East a distance of 20.70 feet; thence South 89 deg. 26 min. 12 sec. West a distance of 1,033.46 feet to the Southeast corner of Lot 16 in Block 2 of Wilson Ranch Filing No. One as recorded in Plat Book 13 at Pages 282 & 283 in the office of the Mesa County Clerk and Recorder; thence along the Eastern Boundary of said Wilson Ranch Filing No. One the following 15 courses and distances:

- 1) North 00 deg. 33 min. 48 sec. West 100.00 feet;
- 2) along the arc of a non-tangent curve to the left whose radius is 50.00 feet and whose long chord bears North 06 deg. 23 min. 22 sec. West 50.26 feet;
- 3) North 00 deg. 33 min. 48 sec. West 123.66 feet;
- 4) North 68 deg. 56 min. 30 sec. East 327.38 feet;
- 5) North 21 deg. 03 min. 30 sec. West 100.00 feet;
- 6) North 68 deg. 56 min. 30 sec. East 37.36 feet;
- 7) North 21 deg. 03 min. 30 sec. West 50.00 feet;
- 8) along the arc of a non-tangent curve to the right whose radius is 175.00 feet and whose long chord bears North 76 deg. 33 min. 58 sec. East 46.44 feet;
- 9) North 03 deg. 16 min. 10 sec. East 111.86 feet;

- 10) South 86 deg. 43 min. 50 sec. East 85.00 feet;
- 11) North 08 deg. 11 min. 00 sec. East 169.29 feet;
- 12) North 81 deg. 49 min. 00 sec. West 100.42 feet;
- 13) North 08 deg. 11 min. 00 sec. East 166.87 feet;
- 14) North 53 deg. 33 min. 43 sec. West 69.37 feet;
- 15) North 06 deg. 52 min. 51 sec. West 261.08 feet to the True Point of Beginning.

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 6th day of January, 1993, 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 said territory is integrated or is capable of being integrated with said City; whether any land held in single ownership has been divided by the proposed annexation that no land held in identical ownership comprising more than twenty acres, which has an assessed value in excess of two hundred thousand dollars is included without the landowner's consent, 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 18th day of November, 1992.

President of the Council

Attest:

City Clerk

11/24/92
copy Jandy
and file
[Signature]

File

RESOLUTION NO. 78-92

A RESOLUTION AUTHORIZING THE TRANSFER OF REPAYMENT FUNDS, THE RIGHT TO RECEIVE FUTURE LOAN PAYMENTS, AND THE OVERSIGHT OF RENTAL REHABILITATION LOANS TO THE GRAND JUNCTION HOUSING AUTHORITY FOR THE DOWNTOWN HOUSING EFFORT.

WHEREAS, the City of Grand Junction has previously received grants for the purpose of low interest loans for the rehabilitation of rental properties to provide additional low income housing; and,

WHEREAS, the Grand Junction Housing Authority has administered the loans for rehabilitation of rental properties in conjunction with it's other low income housing activities and maintains the records on the outstanding loans receivable; and

WHEREAS, the City of Grand Junction has received certain repayments of the rental rehabilitation loans and holds these funds for future rehabilitation loans; and

WHEREAS, the City of Grand Junction and the Grand Junction Housing Authority desire to consolidate and expedite the use of these funds and future repayments for the Downtown Housing Effort.

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

The funds currently held by the City of Grand Junction will be transferred to the Grand Junction Housing Authority for the Downtown Housing Effort.

The City of Grand Junction assigns to the Grand Junction Housing Authority the right to receive all future repayments from the outstanding and future loans for the Downtown Housing Effort.

The City of Grand Junction assigns to the Grand Junction Housing Authority the oversight authority and responsibility of the rental rehabilitation loan funds.

Passed and adopted this 18th day of November, 1992 at Grand Junction, Colorado.

[Signature]
Mayor

Attest: Neva B. Lockhart, CMC
City Clerk



Review of Rental Rehab Program --

All Loans are for a 10 year term, at 3% interest

<u>Name</u>	<u>Address</u>	<u>Year</u>	<u>Loan Amount</u>	<u>Payment Made</u>	<u>Interest</u>	<u>Paid</u>
Crow	1042 Grand	1987	\$5,500.00	\$5,801.10	\$301.10	1990
Keltner	201 North 9th	1987	\$14,543.00	\$15,904.46	\$1,361.46	1991
McDonald	354-356 Ouray	1987	\$7,107.47	\$6,842.63	(\$264.84)	1992
	Subtotal		\$27,150.47	\$28,548.19		
Lucas	957 Belford	1987	\$3,957.00			
Nichols	857 White	1988	\$5,000.00			
Nichols	623 North 8th	1988	\$5,000.00			
Nichols	502 Chipeta	1989	\$4,000.00			
Nichols	1430 Main	1989	\$4,443.00			
Tracy	856 Rood	1989	\$7,000.00			
Trine	1039-1045 Grand	1989	\$10,838.09			
Busse	222-224 Teller	1988	\$1,850.00			
	Subtotal		\$69,238.56			
Spencer	922 Colorado	1990	\$3,920.00			
	Subtotal		\$73,158.56			
Hand-Treece	1037 Main	1991	\$7,000.00			
			<u>\$80,158.56</u>			

Funds Held By City

Loan Repayments		\$28,548.19
Interest on Balance	1990	163.94
	1991	1780.06
	YTD1992	875.59
		\$2,819.59
Less Hand-Treece Loan		(\$7,000.00)
Balance Held by City		<u>\$24,367.78</u>

Funds Outstanding

Total Loans Made	\$80,158.56
Less Repayments	<u>\$27,150.47</u>
Loans Outstanding (Principal only)	\$53,008.09

File in Revolving
Loan File -

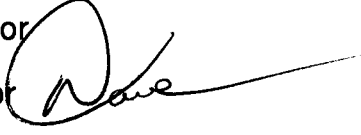
Make File

MEMO



**Grand Junction
Housing Authority**

805 Main Street (303) 245-0388
Grand Junction, Colo. 81501-3572

To: Ron Lappi - City Finance Director
From: Dave Meyer - Executive Director 
Date: Wednesday, October 10, 1990
Subject: Rental Rehabilitation Program Funds - Refinance for Lee Crow

Ron, per our conversation last week, enclosed are the "proceeds" from the Refinance of the Lee Crow property. Under the terms of the Rental Rehabilitation Program (FY87) I believe that these monies are subject to CDBG rules and regulations and may be used now or in the future for essentially the same purposes - eg. rehabilitating rental units for lower income persons.

The check has been made out to the Grand Junction Housing Authority and duly endorsed to the City since we were your Agent for this program.

For your information enclosed is a list of the remaining loans made under the FY 87 grant all of which should be payable within 10 years or sooner (upon refinance, sale or death) at 3% Interest.

If you need additional information please let me know.

encl. - Check for \$ 5,801.10 balance of Loan Proceeds - Lee Crow - 1042 Grand

file: City/Finance/RRP

14193-48301
10-19-90

Return of
Principal

FY 87 Rental Rehabilitation Loans

BORROWER'S NAME	UNIT ADDRESS	LOAN DUE DATE	ORIGINAL LOAN AMT ADD 3% UNTIL PAID
Grady Busse	222-224 Teller Avenue	December 9, 1998	\$ 1,850.00
Lee Crow	1042 Grand Avenue	Paid Off	\$ 5,500.00 10
James Keltner	201 N. 9th (5 Apts)	December 1, 1998	\$ 14,543.00
Robert Lucas	957 Belford Avenue	September 2, 1998	\$ 3,957.00
David McDonald dba KODIAK Investments	354 Ouray Avenue 356 Ouray Avenue	October 26, 1999 October 26, 1999	\$ 5,007.23 \$ 2,100.24
Mark Nichols (4 loans)	857 White Avenue	May 27, 1998	\$ 5,000.00
	632 N. 8th Street	October 25, 1998	\$ 5,000.00
	502 Chipeta Avenue	June 1, 1999	\$ 4,000.00
	1430 Main Street	June 1, 1999	\$ 4,443.00
Robert Tracy	856 Rood Avenue	October 11, 1999	\$ 7,000.00
William Trine - DEVCO	1039-1045 Grand Avenue	October 26, 1998	\$ 10,838.09
Total Participants - 8	Total Units - 18	Total Funds Loaned	\$ 69,238.56

LOAN PAYOFF STATEMENT

DATE: September 10, 1990

TO: GRAND JUNCTION HOUSING AUTHORITY *245-0388*
805 Main Street
Grand Junction, CO 81501

ACCOUNT NO. OR LOAN NO. _____

MORTGAGOR: Lee M. Crow
1042 Grand Avenue
Grand Junction, CO 81501

SECURITY: Home Improvement Loan

Eva Freund

Loan Processor

PRINCIPAL BALANCE OF LOAN: \$ 5,500.00
INTEREST TO PAYOFF DATE: \$ ~~291.15~~ thru 9/17/90
TOTAL DUE: \$ ~~5,791.15~~ *294.77*
PAYOFF GOOD THROUGH: 9-17-90 *5,794.77*
INTEREST PER DIEM: \$ 0.4521 (45¢)

per phone call to David Meyer 9-18-90

SIGNATURE: *David S Meyer* DATE: 9/10/90
TITLE: *Executive Director, GJHA*

Please give us a payoff as of 9-17-90 with a per diem. If you have additional release fee and want the check for this delivered directly to you, please advise us.
RETURN TO: FIRST MORTGAGE CORPORATION
535 GRAND AVENUE
GRAND JUNCTION, CO 81501

Release of Dad's Trust - \$25 (Recording + Preparation by Legal Counsel)

*Denna
9-21-90*

*① 10-1-90 5801.10
② Release + 25.00*

level of benefit as project funds, repayment is figured against the entire grant amount for the fiscal year being closed--not just the project funds. Since the time limit for commitment of these funds would have expired, such funds would be paid back to the U.S. Treasury and not to the grant. The Field Office would document its Close-Out file for that grantee for that year that the funds had been repaid and for what reason. (Instructions on how to repay funds are included in Chapter 11 of this Handbook.)

K.

Program Income. The RRP regulations at 24 CFR 511.76 require that grantees account for any program income when a Rental Rehabilitation Program is being closed out. This requirement pertains to grantees which have expended all grant funds for all available fiscal years and will no longer be participating in the program. Program income shall be treated in the following manner before and after program closeout:

1. Program income in the amount of \$5,000 or more shall be used for eligible activities under 24 CFR 511.76 which include:
 - a. Any activity eligible under 24 CFR 511 except for administrative costs, as described at 24 CFR 511.71 and Chapter 9 of this Handbook.
 - b. Rental assistance to lower income tenants as defined in 24 CFR 511.76(c)(2). This includes the use of program income to pay for administrative costs associated with the provision of rental assistance but not to exceed the amount allowed for administrative fees in the housing voucher program authorized under Section 8(o) of the United States Housing Act of 1937, 42 U.S.C. 1437f. In order to use program income for rental assistance, the grantee must:
 1. Use the funds to assist lower-income tenants who initially occupy properties rehabilitated with rental rehabilitation grant amounts or RRP program income;
 2. Have a written policy which is available to the public stating that program income will be so used and

RRP
Program
Rental
Assistance

specifying who is eligible to receive such assistance; and

3. Have an agreement with the PHA stating that the PHA will utilize the program income to provide rental assistance in accordance with the written policy.
2. Program income of less than \$5,000 on hand at program closeout or any program income received after program closeout is not subject to the other provisions of 24 CFR 511.76, but must be used for activities that would be eligible under the Community Development Block Grant Program (24 CFR 570) or under Paragraph 16-3.K.1. above.