

**GRAND JUNCTION CITY COUNCIL  
CITY HALL AUDITORIUM, 250 NORTH 5<sup>TH</sup> STREET  
AGENDA**

**WEDNESDAY, JANUARY 5, 2005, 7:30 P.M.**

**CALL TO ORDER**

Pledge of Allegiance  
Invocation – Howard Hays, First Church of the Nazarene

**PROCLAMATIONS / RECOGNITIONS**

PROCLAIMING JANUARY 17, 2005 AS MARTIN LUTHER KING, JR. DAY IN THE CITY OF GRAND JUNCTION

**APPOINTMENTS**

TO THE HISTORIC PRESERVATION BOARD

**CITIZEN COMMENTS**

**\*\*\* CONSENT CALENDAR \*\*\*®**

1. **Minutes of Previous Meetings** [Attach 1](#)

*Action: Approve the Minutes of the December 9 and December 20, 2004 Special Sessions, the December 13, 2004 Additional Workshop Summary, the December 13, 2004 Workshop Summary and the Minutes of the December 15, 2004 Regular Meeting*

2. **Meeting Schedule and Posting of Notices** [Attach 2](#)

State Law requires an annual designation of the City's official location for the posting of meeting notices. The City's Code of Ordinances, Section 2-26, requires the meeting schedule and the procedure for calling special meetings to be determined annually by resolution.

Resolution No. 01-05 – A Resolution of the City of Grand Junction Designating the Location for the Posting of the Notice of Meetings, Establishing the City Council

Meeting Schedule, and Establishing the Procedure for Calling of Special Meetings for the City Council

®Action: *Adopt Resolution No. 01-05*

Staff presentation: Stephanie Tuin, City Clerk

3. **Conduct of the Regular Municipal Election on April 5, 2005** [Attach 3](#)

The City has adopted the Municipal Election Code. In order to conduct the election by mail ballot, the Council must authorize it pursuant to 1-7.5-104 C.R.S. and the City Clerk must submit a Written Plan outlining the details and responsibilities to the Secretary of State. It is recommended that the City again contract with Mesa County to conduct this election by mail ballot. They have the equipment on site and are able to prepare, mail out and process the ballots more efficiently than the City.

Resolution No. 02 -05 – A Resolution Authorizing a Mail Ballot Election in the City of Grand Junction for the April 5, 2005 Regular Municipal Election, Approving the Written Plan for the Conduct of a Mail Ballot Election and Authorizing the City Clerk to Sign the Intergovernmental Agreement with Mesa County Clerk and Recorder

®Action: *Adopt Resolution No. 02-05*

Staff presentation: Stephanie Tuin, City Clerk

4. **Purchase of a Truck Mounted Jet/Vacuum Unit Including Truck** [Attach 4](#)

This is for the purchase of a 2005 International Truck with a Vactor truck-mounted jet/vacuum unit. It is currently scheduled for replacement in 2005 as identified by the annual review of the fleet replacement committee.

Action: *Authorize the City Purchasing Manager to Purchase a 2005 International Truck with a Vactor Truck-mounted Jet/Vacuum Unit from Boyles Equipment Company of Colorado, Commerce City, CO in the Amount of \$206,543.75*

Staff presentation: Ronald Watkins, Purchasing Manager  
Mark Relph, Public Works and Utilities Director

5. **Setting a Hearing Submitting the Question of a Cable TV Franchise to the Electors of the City of Grand Junction** [Attach 5](#)

City Council has discussed and directed the staff to proceed with formalizing a franchise agreement with Bresnan Communications. This is the first reading of the franchise agreement proposed to be on the ballot at the April 2005 City election.

Proposed Ordinance Granting a Franchise by the City of Grand Junction to Bresnan Communications Limited Liability Company, Its Successors and Assigns, for the Right to Furnish, Sell and Distribute Cable Television Services to the City and to all Persons, Businesses and Industry Within the City and the Right to Acquire, Construct, Install, Locate, Maintain, Operate and Extend Into, Within and Through Said City All Facilities Reasonably Necessary to Furnish Cable Television Services and the Right to Make Reasonable Use of All Streets and Other Public Places and Easements as May Be Necessary; and Fixing the Terms and Conditions Thereof

*Action: Introduction of Proposed Ordinance, Order Publication in Pamphlet Form and Set a Hearing for March 16, 2005*

Staff presentation: John Shaver, City Attorney  
David Varley, Assistant City Manager

6. **Ratify the Conveyance of Property to Action Campus LLC and GJ Tech Center LLC** [Attach 6](#)

On December 15, 2004, City Council authorized the City Manager to sign contracts and additional documents to transfer land for economic development purposes to Action Campus LLC. By ratifying Resolution No. 142-04 the Council formalizes the actions heretofore taken.

Resolution No. 142-04 - A Resolution Authorizing the City Manager to Sign Contract Agreements for Conveyance of Land to Action Campus LLC and GJ Tech Center LLC

*Action: Ratification of Resolution No. 142-04*

Staff presentation: John Shaver, City Attorney

7. **Setting a Hearing for the Pinnacle Ridge Annexation Located Northeast of Monument Road and Mariposa Drive** [File #ANX-2004-236] [Attach 7](#)

Resolution referring a petition for annexation and introduction of a proposed ordinance for the 45.5 acre Pinnacle Ridge annexation.

a. **Referral of Petition, Setting a Hearing and Exercising Land Use Jurisdiction**

Resolution No. 03-05 – A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, and Exercising Land Use Control, Pinnacle Ridge Annexation, Located Northeast of Monument Road and Mariposa Drive

®Action: *Adopt Resolution No. 03-05*

b. **Setting a Hearing on Proposed Ordinance**

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado Pinnacle Ridge Annexation, Approximately 45.5 Acres, Located Northeast of Monument Road and Mariposa Drive

Action: *Introduction of Proposed Ordinance and Set a Hearing for February 16, 2005*

Staff presentation: Kathy Portner, Planning Manager

8. **Setting a Hearing for the Storage Place II Annexation Located at 501 Centennial Road** [File #ANX-2004-263] [Attach 8](#)

Resolution referring a petition for annexation and introduction of a proposed ordinance. The 1.98 acre Storage Place II Annexation consists of one parcel of land and portions of the Centennial Road right-of-way.

a. **Referral of Petition, Setting a Hearing and Exercising Land Use Jurisdiction**

Resolution No. 04-05 – A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, and Exercising Land Use Control, Storage Place II Annexation, Located 501 Centennial Road and Including Portions of the Centennial Road Right-of-Way

®Action: *Adopt Resolution No. 04-05*

**b. Setting a Hearing on Proposed Ordinance**

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado Storage Place II Annexation, Approximately 1.98 Acres, Located 501 Centennial Road and Including Portions of the Centennial Road Right-of-Way

Action: *Introduction of Proposed Ordinance and Set a Hearing for February 16, 2005*

Staff presentation: Faye Hall, Planning Technician

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

---

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

**\*\*\*9. City Council District Boundary Adjustments [Attach 29](#)**

The voting district boundaries were redrawn in 2000. At that time every effort was made to balance the population in the districts using the most current information and to keep communities of interest together. Since that time, tremendous growth has occurred in two districts – District B and C. The adjustments proposed could better balance the population in the five districts.

Resolution No. 15-05 - A Resolution Designating the Voting District Boundaries in the City of Grand Junction

®Action: *Adopt Resolution No. 15-05*

Staff presentation: Kelly Arnold, City Manager

**10. Award of Signal Communications Phase IC Contract [Attach 9](#)**

Bids were opened on December 14, 2004 for the Signal Communications Phase 1C project. The low bid was submitted by Sturgeon Electric in the amount of \$219,927.75.

Action: Authorize the City Manager to Execute a Construction Contract for the Communications Phase IC Project with Sturgeon Electric in the Amount of \$219,927.75

Staff presentation: Tim Moore, Public Works Manager

11. **Purchase of Property at 930 S. 5<sup>th</sup> Street for the Riverside Parkway Project** [Attach 10](#)

The City has entered into a contract to purchase a property from the Colorado Riverfront Foundation for the Riverside Parkway Project. The City's obligation to purchase this property is contingent upon Council's ratification of the purchase contract.

Resolution No. 05-05 – A Resolution Authorizing the Purchase of Real Property at 930 S. 5<sup>th</sup> Street from the Colorado Riverfront Foundation

®Action: Adopt Resolution No. 05-05

Staff presentation: Mark Relph, Public Works and Utilities Director

12. **Purchase of Property at 1555 Independent Avenue for the Riverside Parkway Project** [Attach 11](#)

The City has entered into a contract to purchase a property from the McCallum Family LLC for the Riverside Parkway Project. The City's obligation to purchase this property is contingent upon Council's ratification of the purchase contract.

Resolution No. 06-05 – A Resolution Authorizing the Purchase of Real Property Located at 1555 Independent Avenue from the McCallum Family LLC

®Action: Adopt Resolution No. 06-05

Staff presentation: Mark Relph, Public Works and Utilities Director

13. **Acquisition of Real Estate by Condemnation for the Riverside Parkway Project Located at 2501 Highway 6 & 50** [Attach 12](#)

The proposed resolution will authorize the City to initiate condemnation proceedings to acquire two parcels at 2501 Highway 6 & 50.

Resolution No. 07-05 – A Resolution Determining the Necessity of and Authorizing the Acquisition of Certain Property, by Either Negotiation or Condemnation, for Municipal Public Facilities

®Action: *Adopt Resolution No. 07-05*

Staff presentation: Mark Relph, Public Works and Utilities Director

14. **Memorandum of Understanding with Mesa County for the 29 Road Interchange at I-70B** [Attach 13](#)

The proposed Memorandum of Understanding with Mesa County covers the funding and project management of the design and construction of the 29 Rd Interchange at I-70B.

Action: *Authorize the Mayor to Sign a Memorandum of Understanding with Mesa County for the 29 Road/I-70 B Interchange*

Staff presentation: Mark Relph, Public Works and Utilities Director

15. **Engineering Services Contract with Carter & Burgess for 29 Road and I-70B Interchange** [Attach 14](#)

Engineering services contract to complete a modified 1601 interchange approval process for the connection of 29 Rd to I-70B. Pending changes to the 1601 process make it difficult to estimate the full scope of the project without some preliminary work and meetings with CDOT. The work considered under the scope of this engineering services contract would need to be completed whether or not this turns into a complete 1601 analysis.

Action: *Authorize the City Manager to Execute a Contract with Carter & Burgess in the Amount of \$754,920 for Engineering Services for the 29 Road/I70B Interchange*

Staff presentation: Mark Relph, Public Works and Utilities Director

16. **Contract to Provide Design Services for the Streetscape Expansion Project, 7<sup>th</sup> and Main Streets** [Attach 15](#)

Award of a professional services contract to Ciavonne, Roberts and Associates, Inc for the design of the Streetscape Expansion Project, 7<sup>th</sup> Street and Main Street in the amount of \$167,000.00.

*Action: Authorize the City Manager to Sign a Professional Services Contract for Design of the Streetscape Expansion Project, 7<sup>th</sup> Street and Main Street with Ciavonne, Roberts & Associates in the Amount of \$167,000.*

Staff presentation: Mark Relph, Public Works and Utilities Director

17. **Adoption of 2005 – 2006 Strategic Plan** [Attach 28](#)

City Council developed a Strategic Plan in 2002 and formally adopted it in January 2003. The purpose of the Plan was to identify both long-term direction for the City and nearer-term goals, objectives and action steps for the City organization. In 2004, City Council and management staff reviewed and updated the City's original Strategic Plan. The proposed resolution will adopt the City's 2005/6 Strategic Plan.

Resolution No. 14-05 – A Resolution Adopting City Council's Strategic Plan 2005/6

*®Action: Adopt Resolution No. 14-05*

Staff presentation: David Varley, Assistant City Manager

18. **Public Hearing – 2004 Pear Park Neighborhood Plan** [File #PLN-2004-147] [Attach 27](#)

The City and County Planning Commissions met jointly in a public hearing on December 9, 2004 to consider adoption of the Pear Park Neighborhood Plan. The City Planning Commission recommended approval of the November 1, 2004 Pear Park Neighborhood Plan draft with eight (8) additions/corrections. The December 9, 2004 draft of the Pear Park Neighborhood Plan incorporates the Planning Commission recommendations.

Resolution No. 13-05 – A Resolution Adopting the Pear Park Neighborhood Plan as a Part of the Grand Junction Growth Plan

*®Action: Adopt Resolution No. 13-05*

Staff presentation: David Thornton, Principal Planner  
Tim Moore, Public Works Manager



19. **Conduct a Hearing to Appeal a Planning Commission Decision to Deny a Variance Request for Nextel West Communications Located at 2488 Industrial Blvd** [File #CUP-2004-097] [Attach 16](#)

On November 9, 2004, the Planning Commission denied a variance request for a Nextel West telecommunications tower proposed to be located at 2488 Industrial Blvd. Staff received the appeal letter November 17, 2004 from Nextel West Communications. This appeal is per Section 2.18 E. of the Zoning & Development Code which specifies that the City Council is the appellate body of the Planning Commission.

*Action: Review and Decide on the Appeal*

Staff presentation: Ronnie Edwards, Associate Planner

20. **Public Hearing - Campbell/Hyde Annexation Located at 351 & 353 30 Road** [File #ANX-2004-225] [Attach 17](#)

Resolution for acceptance of petition to annex and to hold a public hearing and consider final passage of the annexation ordinance for the Campbell-Hyde Annexation, located at 351 & 353 30 Road. The 23.31 acre annexation consists of two parcels of land and portions of the 30 Road right-of-way.

**a. Accepting Petition**

Resolution No. 08-05 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as Campbell/Hyde Annexation #1 - #4 Located at 351 & 353 30 Road is Eligible for Annexation

*®Action: Adopt Resolution No. 08-05*

**b. Annexation Ordinances**

Ordinance No. 3692 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Campbell/Hyde Annexation #1, Approximately 0.26 Acres, Located within 30 Road Right-of-Way

Ordinance No. 3702 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Campbell/Hyde Annexation #2, Approximately 0.56 Acres, Located within 30 Road Right-of-Way

Ordinance No. 3703 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Campbell/Hyde Annexation #3, Approximately 1.09 Acres, Located within 30 Road Right-of-Way

Ordinance No. 3704 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Campbell/Hyde Annexation #4, Approximately 21.39 Acres, Located at 351 & 353 30 Road

*®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance Nos. 3692, 3702, 3703, and 3704.*

Staff presentation: Faye Hall, Planning Technician

21. **Public Hearing – Zoning the Campbell/Hyde Annexation Located at 351 & 353 30 Road** [File #ANX-2004-225] [Attach 18](#)

Hold a public hearing and consider final passage of the zoning ordinance to zone the Campbell-Hyde Annexation to RSF-4 (Residential Single Family 4 du/ac), located at 351 & 353 30 Road. The 23.31 acre annexation consists of two parcels of land.

Ordinance No. 3705 - An Ordinance Zoning the Campbell/Hyde Annexation to RSF-4 (Residential Single Family 4 du/ac), Located at 351 & 353 30 Road

*®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3705*

Staff presentation: Faye Hall, Planning Technician

22. **Public Hearing - Water's Edge Annexation Located at 2935 D Road** [File #ANX-2004-221] [Attach 19](#)

Resolution for acceptance of petition to annex and to hold a public hearing and consider final passage of the annexation ordinance for the Water's Edge Annexation, located at 2935 D Road. The 4.91 acre annexation consists of one parcel of land.

**a. Accepting Petition**

Resolution No. 09-05 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as Water's Edge Annexation Located at 2935 D Road is Eligible for Annexation

®Action: *Adopt Resolution No. 09-05*

**b. Annexation Ordinance**

Ordinance No. 3706 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Water’s Edge Annexation, Approximately 4.91 Acres, Located at 2935 D Road

®Action: *Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3706*

Staff presentation: Faye Hall, Planning Technician

23. **Public Hearing – Zoning the Water’s Edge Annexation Located at 2935 D Road** [File #ANX-2004-221] [Attach 20](#)

Conduct a public hearing and consider final passage of the zoning ordinance to zone the Water’s Edge Annexation to RMF-8 (Residential Multi-Family 8 du/ac), located at 2935 D Road. The 4.91 acre annexation consists of 1 parcel of land.

Ordinance No. 3707 - An Ordinance Zoning the Water's Edge Annexation to RMF-8 (Residential Multi-Family 8 du/ac), Located at 2935 D Road

®Action: *Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3707*

Staff presentation: Faye Hall, Planning Technician

24. **Public Hearing - Griffith Annexation Located at 2969 B ½ Road** [File #ANX-2004-254] [Attach 21](#)

Hold a public hearing and consider final passage of a Resolution for Acceptance of the Petition to Annex and Annexation Ordinances for the Griffith Annexation located at 2969 B ½ Road.

**a. Accepting Petition**

Resolution No. 10-05 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as Griffith Annexation Located at 2969 B ½ Road and Including a Portion of B ½ Road Right-of-Way is Eligible for Annexation

®Action: *Adopt Resolution No. 10-05*

**b. Annexation Ordinance**

Ordinance No. 3708 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Griffith Annexation, Approximately 4.141 Acres, Located at 2969 B ½ Road and Including a Portion of B ½ Road Right-of-Way

®Action: *Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3708*

Staff presentation: Ronnie Edwards, Associate Planner

25. **Public Hearing – Zoning the Griffith Annexation Located at 2969 B ½ Road**  
[File #ANX-2004-254] [Attach 22](#)

The Griffith Annexation is comprised of one parcel of land of 4.141 acres and includes a section of B ½ Road right-of-way. The petitioner is requesting a zone of Residential Single Family with a density not to exceed four units per acre (RSF-4), which conforms to the Growth Plan Future Land Use Map. Planning Commission recommended approval at its December 14, 2004 meeting.

Ordinance No. 3709 - An Ordinance Zoning the Griffith Annexation to Residential Single Family with a Density of not to Exceed Four Units Per Acre (RSF-4) Located at 2969 B½ Road

®Action: *Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3709*

Staff presentation: Ronnie Edwards, Associate Planner

26. **Public Hearing - Summit View Meadows Filing #2 Annexation Located at 3140 D ½ Road** [File #ANX-2004-256] [Attach 23](#)

Hold a public hearing and consider final passage of a Resolution for Acceptance of the Petition to Annex and Annexation Ordinances for the Summit View Meadows Filing #2 Annexation located at 3140 D ½ Road.

**a. Accepting Petition**

Resolution No. 11-05 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Summit View Meadows

Filing #2 Annexation Located at 3140 D ½ Road and Including a Portion of the D ½ Road is Eligible for Annexation

®Action: *Adopt Resolution No. 11-05*

**b. Annexation Ordinance**

Ordinance No. 3710 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Summit View Meadows Filing #2 Annexation, Approximately 4.9409 Acres, Located at 3140 D ½ Road and Including a Portion of D ½ Road

®Action: *Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3710*

Staff presentation: Ronnie Edwards, Associate Planner

27. **Public Hearing – Zoning the Summit View Meadows Filing #2 Annexation Located at 3140 D ½ Road** [File #ANX-2004-256] [Attach 24](#)

The Summit View Meadows Filing #2 Annexation is comprised of one parcel of land of 4.9409 acres and includes a portion of D ½ Road right-of-way. The petitioner is requesting a zone of Residential Multi-Family with a density not to exceed eight units per acre (RMF-8), which conforms to the Growth Plan Future Land Use Map. Planning Commission recommended approval at its December 14, 2004 meeting.

Ordinance No. 3711 - An Ordinance Zoning the Summit View Meadows Filing #2 Annexation to Residential Single Family with a Density not to Exceed Eight Units Per Acre (RMF-8) Located at 3140 D ½ Road

®Action: *Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3711*

Staff presentation: Ronnie Edwards, Associate Planner

28. **Public Hearing - Summit Annexation Located at 280 29 Road** [File #ANX-2004-242] [Attach 25](#)

Resolution for acceptance of petition to annex and to hold a public hearing and consider final passage of the annexation ordinance for the Summit Annexation, located at 280 29 Road. The 29.44 acre annexation consists of two parcels of land and portions of the B ½ & 29 Road rights-of-way.

**a. Accepting Petition**

Resolution No. 12-05 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Summit Annexation #1 and #2 Located at 280 29 Road is Eligible for Annexation.

®Action: *Adopt Resolution No. 12-05*

**b. Annexation Ordinances**

Ordinance No. 3712 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Summit Annexation No. 1, Approximately .9357 Acres, Located within the 29 and B ½ Road Rights-of-Way

Ordinance No. 3713 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Summit Annexation No. 2, Approximately 28.50 Acres, Located at 280 29 Road and Including Portions of the 29 & B ½ Roads Rights-of-Way

®Action: *Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance Nos. 3712 and 3713.*

Staff presentation: Faye Hall, Planning Technician

**29. Public Hearing – Zoning the Summit Annexation Located at 280 29 Road**

[File #ANX-2004-242]

[Attach 26](#)

Hold a public hearing and consider final passage of the zoning ordinance to zone the Summit Annexation to RSF-4 (Residential Single Family 4 du/ac), located at 280 29 Road. The 29.44 acre annexation consists of two parcels of land.

Ordinance No. 3714 - An Ordinance Zoning the Summit Annexation to RSF-4 (Residential Single Family 4 du/ac), Located at 280 29 Road

®Action: *Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3714*

Staff presentation: Faye Hall, Planning Technician

**30. NON-SCHEDULED CITIZENS & VISITORS**

31. **OTHER BUSINESS**

32. **ADJOURNMENT**

**Attach 1**  
Minutes

**GRAND JUNCTION CITY COUNCIL**

**SPECIAL SESSION MINUTES**

**DECEMBER 9, 2004**

The City Council of the City of Grand Junction, Colorado met in Special Session on Thursday, December 9, 2004 at 9:37 a.m. in the Administration Conference Room, 2<sup>nd</sup> Floor of City Hall. Those present were Councilmembers Harry Butler, Bill McCurry, Gregg Palmer, Jim Spehar and President of the Council Bruce Hill. Councilmembers Cindy Enos-Martinez and Dennis Kirtland were absent.

Council President Hill called the meeting to order.

Councilmember Palmer moved to go into executive session to discuss the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest under Section 402(4)(a) of the Open Meetings Law relative to Riverside Parkway and noted that Council will not be returning to the open meeting. Councilmember Butler seconded the motion. The motion carried.

The City Council convened into executive session at 9:38 a.m.

Stephanie Tuin, MMC  
City Clerk



**GRAND JUNCTION CITY COUNCIL**

**SPECIAL SESSION MINUTES**

**DECEMBER 20, 2004**

The City Council of the City of Grand Junction, Colorado met in Special Session on Monday, December 20, 2004 at 12:30 p.m. in the Administration Conference Room, 2<sup>nd</sup> Floor of City Hall. Those present were Councilmembers Harry Butler, Bill McCurry, Gregg Palmer, Jim Spehar, Dennis Kirtland, and President of the Council Bruce Hill. Councilmember Cindy Enos-Martinez was absent.

Council President Hill called the meeting to order.

Councilmember Kirtland moved to go into executive session to discuss personnel matters under Section 402(4) (f) (I) of the Open Meetings Law relative to City Council Employees and noted that Council will not be returning to the open meeting. Councilmember Palmer seconded the motion. The motion carried.

The City Council convened into executive session at 12:36 p.m.

Juanita Peterson  
Deputy City Clerk

**GRAND JUNCTION  
CITY COUNCIL ADDITIONAL WORKSHOP  
SUMMARY  
December 13, 2004**

The City Council of the City of Grand Junction, Colorado met on Monday, December 13, 2004 at 11:30 a.m. at Two Rivers Convention Center, 159 Main Street, to discuss workshop items. Those present were Councilmembers Harry Butler, Cindy Enos-Martinez, Dennis Kirtland, Jim Spehar and President of the Council Bruce Hill. Absent were Councilmembers Bill McCurry and Gregg Palmer.

**Summaries and action on the following topics:**

1. **DEVELOPMENT ISSUES UPDATE IN THE MARIPOSA AND MONUMENT ROAD AREAS:** City staff presented information regarding a request by Redlands Mesa developers to renegotiate the existing agreement for the construction of Mariposa. In addition, staff wanted to discuss a request by Pinnacle Ridge developers for access to Mariposa and the proposed annexation of the anticipated Pinnacle Ridge subdivision.

Tim Moore, Public Works Manager, advised that there are five issues regarding development in this area that he would like to discuss with the City Council. The first is a renegotiation with the Redlands Mesa developers on the funding and cost sharing options for the building of Mariposa Road. The existing reimbursement agreement is not well-defined and both sides would like to negotiate a new method. The adoption of the new TCP policy allows for different methods. Staff recommends that the specific benefiting lots for the reimbursement be identified, the new TCP be collected, the developer pay for the construction of the road with repayment to occur through the collection of the new TCP fees of these defined lots.

The second item is access to the Pinnacle Ridge Development. Planning Manager Kathy Portner explained that the Pinnacle Ridge Development, located between the Bella Pago area and Mariposa Road, is virtually landlocked except for access onto Bella Pago Road, which is a non-standard street, very steep and winding. The area is currently in the process of being annexed. The developers would like the City to grant access across City property (Painted Bowl) onto Mariposa. It is not recommended that the primary access be Bella Pago Road. Ms. Portner advised that annexation of this property will create an enclave of the adjacent Foster property. A zoning of RSF-2 is being proposed for the

development. The City Council advised the annexation should go forward and they will negotiate an access easement in the development process.

The third item for discussion was a similar request from the Redlands Mesa developers on the other side of Mariposa for access. The access will be across Ridges open space. Assistant City Attorney Jamie Kreiling suggested that with both these requests, perhaps a policy should be developed so that staff knows how to react to such requests. Council favored a policy but wanted staff to check with Parks first to determine the feasibility of providing such easements.

The fourth item is a request for a land trade between the City and Conquest Development (Pat & Jerry Tucker) for development of the Three Sisters property. The developer wants to assemble a more practical parcel (square up) by trading property with the City on a 2 to 1 basis. Ms. Portner advised that there may be an impact on the Lunch Loop trail area. City Manager Arnold suggested that some conditions on housing might be imposed in addition to the land trade. Staff was directed to work with the three entities affected (the City, BLM, and Mesa County).

The last matter is regarding reimbursement agreements in general. The old ones are a thing of the past and the new TCP policy has paved the way for new methods. Staff asked for concurrence of Council that the new methods and use for the new TCP fees are targeted specifically for collector roads and above, not to be used for local roads within a subdivision. However, the use of TCP may be an additional tool that could be put in the infill-redevelopment policy toolbox. If City Council concurs, then staff can respond to requests for use of the TCP on local roads with a denial unless it is within either an infill or redevelopment area as defined by that policy. Although Council was generally supportive of that concept they preferred to deal with it at this time on a case by case basis. Therefore no change was to be made to the existing policy.

**Action summary:** Staff is to pursue a renegotiated agreement with the developers of Redland Mesa in which the developer will construct Mariposa. The new agreement will clarify that the new TCP will be paid per unit and how it will be repaid to the developer which will eliminate the need to recapture a portion of the Mariposa Road construction costs from surrounding properties via the original reimbursement agreement. Staff is to proceed with annexation of the Pinnacle Ridge property and bring specific access easement requests to them for both this development and the Redlands Mesa development once alignments and feasibility are determined. Staff is to work with the property owners of the Three Sisters area and the Lunch Loop area to see what types of property trades are being requested, determine their feasibility and the impacts. Lastly, although in general Council agreed

that the TCP should be reserved for construction of collector roads, they did not, at this time, want to change the policy and would rather review requests on a case by case basis.

2. **City Council/Voting District Boundaries:** Councilmember Spehar asked that Councilmembers consider some adjustments to the City Council District boundaries as long as any boundary shifts do not impact currently seated Councilmembers, it does not take land or population away from any District whose representative will be up for election in 2005 and it keeps communities of interest together. He opined that there are simple adjustments that can be made to better balance the population in each District that will not require an inordinate amount of staff time. He suggested three areas for staff to look at: the area south of I-70 B (east), the downtown area of District C to the west, and the area south of Patterson in District B, west of 1<sup>st</sup> Street.

**Action summary:** Since present Council was divided, Council President Hill said he would check with those not present to determine the direction staff should be given.

The meeting adjourned at 12:50 p.m.

**GRAND JUNCTION CITY COUNCIL  
WORKSHOP SUMMARY**

**DECEMBER 13, 2004**

The City Council of the City of Grand Junction, Colorado met on Monday, December 13, 2004 at 7:02 p.m. in the City Hall Auditorium to discuss workshop items. Those present were Councilmembers Harry Butler, Dennis Kirtland, Bill McCurry, Gregg Palmer, Jim Spehar and President of the Council Bruce Hill. Councilmember Cindy Enos-Martinez was absent.

**Summaries and action on the following topics:**

- 1. RIVERFRONT COMMISSION CO-CHAIRS WILL DISCUSS THEIR REQUEST FOR INCREASED FUNDING:** Co-chairs Paul Jones and John Gormley approached the City Council for funding for a Legacy Coordinator. Steve Moore, also present, is the current Riverfront Partners Coordinator, formerly Legacy Coordinator, and the position they want to talk about. Mr. Gormley reviewed the history of the position. The Legacy Coordinator has been Bob Cron who helped managed the large grant from GOCO that had a lot of projects wrapped into it. The other partners were listed as very numerous and a number of them contributed to the funding of the Legacy Coordinator position. Although the Legacy funding is gone, the benefit of continuing the position is to keep all the other entities apprised of what is going on. The Coordinator also meets with the Commission 4 to 6 times a year to get updated and help the Commission keep track of all the activities being juggled. Each of the partners have been approached for continued funding. The major contributors have been asked to increase their contribution. Most have agreed, although State Parks will not be contributing anything. The anticipated shortfall of \$2500 will be made up by the Riverfront Foundation.

Councilmember Palmer asked how many hours is the position. Mr. Moore said he is paid for 40 hours per month and he donates about 10 to 15 hours more per month. Mr. Gormley said previously this person wrote grants to GOCO and now still writes grant applications especially for the smaller communities.

Councilmember Kirtland noted that as State funds diminish, he feels that the local communities will be asked to do more. He said the assets that are developed through these programs are tremendous and urged the Commission to make sure they protect these assets. He supports the additional contribution for the position.

Councilmember Spehar inquired how previous employees were funded. Mr. Gormley replied one-half by the City and one-half by Mesa County.

Councilmember Spehar asked what the difference is between the administrative person and Mr. Moore's Coordinator position. Mr. Gormley said the administrative position works half days hours four days a week and administers the three boards, their minutes, the concert series and performs general administrative duties. Mr. Moore orchestrates the activities of the 14 partners.

Councilmember Spehar supported the request. The rest of the Council agreed.

**Action summary:** Council agreed to support the request for funding of the Coordinator position.

- 2. LINCOLN PARK MASTER PLAN UPDATE:** Staff presented an overview of the work completed to date for the Lincoln Park Study and a summary of the current planning options being studied by the Consultant Team. Parks & Recreation Director Joe Stevens said they would like to review three options that have been developed from the original five options with comments received back. Meetings will continue the next morning to fine tune from this evening and hope to complete the draft by February. The options were presented to the City Youth Council. The main comments related to green space, the swimming pool, the golf element and the stadium location. Mr. Stevens introduced Paul Kuhn of Winston & Associates. The consultant team consists of Sink Combs and Dethlefs, Ciavonne & Associates, Richard Phelps, Ltd, Fox Higgins Transportation Group, Thompson Langford and Burke Associates.

The major improvement elements are extensive and depending on which improvements are done, the cost could be between \$4 million and \$7 million.

Option A – leaves most of Lincoln Park's uses unchanged. From the golf community's perspective, this is the preferred option and it is the least costly of the three options. The stadium improvements outlined in the 2003 plan can be implemented, parking can be improved and the tennis courts can be upgraded and moved out of the parking lot. However, correcting many of the problems identified during this planning process (golf course, maintenance facility, adding more open parkland) simply cannot be addressed with this option.

Option B – a number of significant changes are studied for Lincoln Park. Some of these changes include: the golf course is changed from a full size 9-hole course to a Par 3; most of the land that was occupied by the golf course has been converted to open parkland to give Lincoln Park more of a "Central Park" character; a new North Avenue access and parking lot; the west entry and the Barn relocated or reconstructed next to

the Loop's open turf area; the central parking lot is re-configured to deter short-cutting through the park to the north entry and to create opportunities for pedestrian movement; the central park maintenance facility has been moved out of the center of the park and replaced by smaller facilities dedicated to the Lincoln Park maintenance district, golf and the stadiums. Option B will also address the setback issues from the greens and tees and greatly reduce the number of golf balls that land on adjacent properties or public streets; relocate the tennis courts and increase the number to four new courts.

Option C – would be the most expensive, it would include many of the changes in Option B, but also illustrates a number of new concepts; the golf course is changed from a full size 9-hole course to a Golf Learning and Practice Center; Stocker Stadium will be replaced by a new football/soccer/track stadium in the center of the park; a landscape buffer / open space and parking for Suplizio Field have been added in place of the football stadium in the northwest corner; most of the 30 acres that were occupied by the golf course have been converted to open parkland to give Lincoln Park a “Central Park” character; the Barn would be replaced by a larger “Activities Center”; a new tennis court complex is shown in place of the central maintenance facility; a limited-use connector road is for special event traffic and bus parking, which could normally be closed to deter short-cutting through the park to the north entry.

From the operations standpoint, the two golf options that would be most viable is to keep the course in the current configuration and redo the irrigation system, which is not really income/cost effective, or the golf learning center will give the park the most flexibility, but the operation costs would not be cost effective from the operations standpoint. Option B is the most realistic; it has a Par 3 course, but probably would not be cost effective. Options A & B have improvements but no relocation of the stadium, as by adding a new stadium that would be a much higher cost stated in Option C.

The consultant team recommendation is to combine Options B and C. The team will need additional direction to come up with a preferred option. The first step is to decide which golf option and which stadium option to use.

Ted Ciavonne, with Ciavonne & Associates, pointed out the percentages for each of the options of the general schedules and for golf.

Councilmember Palmer asked about other golf learning centers. Mr. Kuhn said he will find out and get back to the Council. It is a fairly new concept.

Council President Hill said he would not want to eliminate the Barn, but to perhaps enhance it like an activity center with improvements to the area and Lincoln Park that would be able to host tournaments for track, football, soccer, tennis and golf. Council President Hill also likes the parking, but not the football field in option B, and the idea to have a path walkway to the pool area. He asked about the ponds, if that an element needed to take up space with. Mr. Kuhn said the ponds may be needed to enhance the appearance to be more like a park setting instead of a sport area and also the ponds could be converted into use for the irrigation system.

Councilmember Spehar agrees with saving the Barn, maybe to relocate the Barn and the access. Mr. Ciavonne said that there was feedback that the public didn't like that idea. Mr. Spehar said that they also talked about the concept of moving the track and relocating it from the football stadium which would allow more space for soccer and football. The problem he sees in moving the football field would be that there would be a problem with sharing the concessions between the football and the baseball fields. He also can't see supporting the existing nine hole golf course in the condition it is in and then to install a new irrigation system. Also, he doesn't like all of the assumptions on the learning center; he feels that it is a stretch to know if it will be used by all ages. He could see doing either a Par 3 or making it an executive course, he also likes the idea of eliminating Loop Road, increase the parking and a new access to North Avenue in a controlled fashion. He would like to see a new bigger clubhouse and convert the existing clubhouse into an office space.

Councilmember Kirtland likes the learning center concept and to relocate the clubhouse to the maintenance facility location in a more centralized area. He said that he likes the idea of moving the football field but is questioning why it would have to stay in that vicinity. He said that the City could move the football field, soccer fields and track to a different location altogether and by doing so it would give the baseball field a lot more room to develop. He is in support of eliminating Loop Road, keeping the existing nine hole golf course, and relocating the Barn.

Councilmember Spehar said, with the continuing growth, one football field won't be enough for the community.

Councilmember Palmer said that anything the City decides to do, it must be within its ability to do. It will take at least \$15 million to make some of these options happen. He supported having a plan that is do-able. Incrementally, the number one question is the golf, whether it is a 9-hole, Par 3 or an executive course. He also needs to know more about the learning center idea. He would like to see the Barn stay as it has historical significance. He feels that the most important thing to do is to



move the maintenance facility and improve concessions and restrooms. He feels that the community center might be too much.

Mr. Kuhn stated the City could not have the North Avenue access and keep the nine hole golf course. He also heard from staff, that the City could use a larger stadium with artificial turf which would be used every night for multi-purposes. He also talked about one of the problems with the golf course being a learning center is that an experienced golfer won't play on the current course but would use the learning center for practice.

Council President Hill stated that at the lower entrance a reconfiguration could frame the area with the Barn and allow it to be used for gatherings for which it was designed in the first place.

Councilmember Butler likes the concept of the football field and baseball stadiums together with the golf course and green space. He feels that it is an eye catcher for Lincoln Park. He said that he can see building another field somewhere else but likes to have the fields at Lincoln Park.

Councilmember McCurry agrees with Councilmember Butler and likes the course as it is as well.

Councilmember Spehar stated that in option A, the parking north of the Stadium is inadequate, especially for JUCO, for the buses and teams.

Mr. Ciavonne clarified his notes.

Councilmember Butler likes the idea of moving the clubhouse over to the maintenance facility and to include an activity center with parking.

**Action summary:** Council collectively agreed on removing the Loop Road, moving the maintenance facility, saving the Barn and including an activity center. The consultant will keep looking at all of the options and try to resolve some of the other issues that have been brought up.

Recess at 9:08 p.m.

Back in session at 9:14 p.m.

- 3. CONTINUED DISCUSSION OF CABLE TV FRANCHISE:** Staff requested that City Council give direction on placing the question for a cable television franchise on the upcoming regular municipal election in April, 2005. City Attorney John Shaver reviewed the current status of the system. There was a major upgrade a few years ago and the City received very few complaints. There are no requests for additional services. Paul Kugler and Shawn Hogue with Bresnan Communications

were present and indicated that they are generally comfortable with the proposal.

City Manager Arnold said that Fruita adopted a franchise ordinance last week, so Bresnan has a franchise with the City of Fruita. City Attorney Shaver stated that if the Council wants to add this to the ballot, it needs to be ready by February 9, 2005.

Councilmember Spehar stated that Bresnan is comfortable in general with this and he just wants to formalize the arrangement the City has with Bresnan. He also has had no complaints so he feels that there is no need for additional outreach. Bresnan has done a good job but suggests the agreement include a five year review or a community assessment. City Attorney Shaver stated the term proposed is relatively short but conforms to what is recommended by the consulting attorney, which concurs with his recommendation.

Councilmember Palmer stated that his son works for Bresnan and just wanted to make that known to the Council. He is also comfortable with the proposal and that he has had no complaints.

City Attorney Shaver stated that the City should then go forward and get it on the ballot.

Council President Hill stated that he wants to make sure that the agreement continues with the 2.5% franchise fee.

Assistant City Manager Varley noted that the franchise agreement will guarantee a City channel to broadcast meetings.

City Manager Arnold referred to the letter from Mr. Beecher and the abilities for additional provisions to be explored. He also suggested maintaining the franchise fee at 2.5% with potential upgrades to be discussed in the future.

City Attorney Shaver noted that with changing technology the City may need to upgrade in five years.

Councilmember Kirtland asked if once this vote is approved, in five years, will the City need another vote? City Attorney Shaver said no, it will be a renewal.

Assistant City Manager Varley stated that Fruita has the ability to add a 50 cent per month fee for their government channel upgrades.

Mr. Kugler introduced Shawn Hogue, the new Bresnan Regional Manager for Grand Junction. Shawn Hogue stated that he has been in the business for 15 years but is new to Bresnan and to the area. He wanted to clarify that in the proposed agreement the term franchise fee has a bigger definition. The term is a matter of discussion and they are happy to work with the City on a local channel. He explained that the 50 cents per subscriber fee is known as the "peg fee" and it is only to be used for capital expenditures.

**Action summary:** Council collectively decided to move forward with a franchise agreement with Bresnan and will move forward with the ballot question by February 9, 2005.

#### **4. VOLUNTEER BOARD VACANCY DISCUSSION**

Stephanie Tuin, City Clerk, reviewed the volunteer board openings. Historic Preservation was the first board reviewed. Ms. Tuin stated that the City has received numerous applications and she needs to know if Council wants to reappoint the incumbent or review other applications.

Council was comfortable reappointing and scheduled the reappointment for January 5, 2005.

Next reviewed was the Visitor and Convention Bureau. Ms. Tuin had previously passed out application packets. Ms. Tuin stated that there are 4 vacancies and she asked the Council to look at their schedules to see if and when they could be available to interview applicants for the 4 vacancies.

Councilmember Spehar stated that they should wait until the first part of January 2005. Council decided on January 6, 2005 at 6:00 for the interviews. Ms. Tuin asked that Council pare the list down to eight candidates to be interviewed and get her that information.

Parks and Recreation received a resignation letter from Bob Cron. Ms. Tuin stated there are three applications in the file. Councilmember Spehar asked to have each of the applications distributed to Council for review to determine if Council would like to advertise or consider the existing applications for the position.

**Action summary:** Council will reappoint the Historic Preservation Board incumbent January 5, 2005, interview VCB candidates January 6 and review the applications in file for Parks and Recreation Advisory Board.

## 5. COUNCIL DISTRICTS BOUNDARY ADJUSTMENTS

Council President Hill stated that they are looking at discussing boundary adjustments at the January 3, 2005 workshop and are hoping to accomplish adjusting the population for each Council District. Currently there is more population in 2 of the Council's Districts and there is a need to even out the population. He asked if the public's feedback is needed on changing the districts.

City Attorney Shaver stated that they do not need to have the public's feedback and the Council could adopt any changes by resolution.

Councilmember Spehar stated that back in 2000 the figures were estimated without the final 2000 census figures, and now there is a disparity of 5,000 residents among the Districts.

Councilmember Kirtland said that once this is established, hopefully this will be good for 8 years.

City Manager Arnold stated that there are new maps with minor changes. City Clerk Tuin displayed the maps and explained one possible shift to even out the population.

**Action summary:** Council will review and consider the options and discuss it in more detail on January 3, 2005.

### **ADJOURN:**

The meeting adjourned at 10:05 p.m.

**GRAND JUNCTION CITY COUNCIL  
MINUTES OF THE REGULAR MEETING**

**December 15, 2004**

The City Council of the City of Grand Junction convened into regular session on the 15<sup>th</sup> day of December 2004, at 7:31 p.m. in the City Auditorium. Those present were Councilmember's Harry Butler, Dennis Kirtland, Bill McCurry, Gregg Palmer, Jim Spehar and President of the Council Bruce Hill. Absent was Councilmember Cindy Enos-Martinez. Also present were City Manager Kelly Arnold, City Attorney John Shaver, and City Clerk Stephanie Tuin.

Council President Hill called the meeting to order. Councilmember Palmer led in the pledge of allegiance. The audience remained standing for the invocation by Jim Hale, Spirit of Life Christian Fellowship.

**PROCLAMATIONS / RECOGNITIONS**

PROCLAIMING THE MONTH OF JANUARY, 2005 AS "VOLUNTEER BLOOD DONOR MONTH" IN THE CITY OF GRAND JUNCTION

**CITIZEN COMMENTS**

There were none.

**CONSENT CALENDAR**

It was moved by Councilmember McCurry, seconded by Councilmember Palmer and carried by roll call vote to approve Consent Calendar Items #1 through #9.

1. **Minutes of Previous Meeting**

*Action: Approve the Minutes of the December 1, 2004 Regular Meeting*

2. **Vacation of Easement in Summit Meadows West Subdivision at 3134 D ½ Road** [File #VE-2004-228]

The applicant proposes to vacate two-20' temporary public access easements, located in Summit Meadows West Subdivision. The Planning Commission recommended approval of this easement vacation request on November 23, 2004, making the Findings of Fact/Conclusion identified in the staff report.

Resolution No. 134-04 - A Resolution Vacating Two-20' Temporary Public Access Easements Located in Summit Meadows West Subdivision

Between Ute Canyon Lane and Cross Canyon Lane and Between Summit Meadows Court and Open Meadows Court

*Action: Adopt Resolution No.134-04*

3. **Setting a Hearing on Zoning the Griffith Annexation Located at 2969 B 1/2 Road** [File #ANX-2004-254]

The Griffith Annexation is comprised of one parcel of land of 4.141 acres and a section of B 1/2 Road right-of-way. The petitioner is requesting a zone of Residential Single Family with a density not to exceed four units per acre (RSF-4), which conforms to the Growth Plan Future Land Use Map. Planning Commission recommended approval at its December 14, 2004 meeting.

Proposed Ordinance Zoning the Griffith Annexation to Residential Single Family with a Density of not to Exceed Four Units Per Acre (RSF-4) Located at 2969 B 1/2 Road

*Action: Introduction of Proposed Ordinance and Set a Hearing for January 5, 2005*

4. **Setting a Hearing on Zoning the Summit View Meadows Filing #2 Annexation Located at 3140 D 1/2 Road** [File #ANX-2004-256]

The Summit View Meadows Filing #2 Annexation is comprised of one parcel of land of 4.9409 acres. The petitioner is requesting a zone of Residential Single Family with a density not to exceed eight units per acre (RMF-8), which conforms to the Growth Plan Future Land Use Map. Planning Commission recommended approval at its December 14, 2004 meeting.

Proposed Ordinance Zoning the Summit View Meadows Annexation Filing #2 to Residential Single Family with a Density not to Exceed Eight Units Per Acre (RMF-8) Located at 3140 D 1/2 Road

*Action: Introduction of Proposed Ordinance and Set a Hearing for January 5, 2005*

5. **Revocable Permit for Paradise Valley Park Located at 585 25 1/2 Road** [File #RVP-2004-266]

The petitioner is requesting approval and issuance of a revocable permit for construction of a 6' wood fence in the City right-of-way adjacent to 25 ½ Road and the existing subdivision's front property line.

Resolution No. 135-04 – A Resolution Concerning the Issuance of a Revocable Permit to Paradise Valley Park, LLC

*Action: Adopt Resolution No. 135-04*

6. **Setting a Hearing on Zoning the Campbell/Hyde Annexation Located at 351 & 353 30 Road** [File #ANX-2004-225]

30 Introduction of a proposed zoning ordinance to zone the Campbell/Hyde Annexation RSF-4 (Residential Single Family du/ac), located at 351 & 353 Road.

Proposed Ordinance Zoning the Campbell/Hyde Annexation to RSF-4 (Residential Single Family 4 du/ac), Located at 351 & 353 30 Road

*Action: Introduction of Proposed Ordinance and Set a Hearing for January 5, 2005*

7. **Setting a Hearing on Zoning the Summit Annexation Located at 280 29 Road** [File #ANX-2004-242]

Introduction of a proposed zoning ordinance to zone the Summit Annexation RSF-4 (Residential Single Family 4 du/ac), located at 280 29 Road.

Proposed Ordinance Zoning the Summit Annexation to RSF-4 (Residential Single Family 4 du/ac), Located at 280 29 Road

*Action: Introduction of Proposed Ordinance and Set a Hearing for January 5, 2005*

8. **Setting a Hearing Zoning the Water's Edge Annexation Located at 2935 D Road** [File #ANX-2004-221]

Introduction of a proposed zoning ordinance to zone the Water's Edge Annexation RMF-8 (Residential Multi-Family 8 du/ac), located at 2935 D Road.

Proposed Ordinance Zoning the Water's Edge Annexation to RMF-8 (Residential Multi-Family 8 du/ac), Located at 2935 D Road

*Action: Introduction of Proposed Ordinance and Set a Hearing for January 5, 2005*

**9. Setting a Hearing to Create Alley Improvement District for 2005, Phase B**

A successful petition has been submitted requesting a Local Improvement District be created to reconstruct the following alley as Alley Improvement District 2005, Phase B:

The South ½ of the North/South Alley, 6th St to 7th St, between Grand Avenue and Ouray Avenue

Resolution No. 136-04 – A Resolution Declaring the Intention of the City Council of the City of Grand Junction, Colorado, to Create Within Said City Alley Improvement District No. ST-05, Phase B and Authorizing the City Engineer to Prepare Details and Specifications for the Same

*Action: Adopt Resolution No. 136-04*

**ITEMS NEEDING INDIVIDUAL CONSIDERATION**

**Subrecipient Contract with Hilltop Community Resources Inc., for the City's 2004 Program Year Community Development Block Grant (CDBG) Program**  
[File #CDBG-2004-09]

The Subrecipient Contract formalizes the City's award of \$50,000 to Hilltop Community Resources, Inc. for energy conservation measures including window replacement and installation of thermostats for the Resource Center building located at 1129 Colorado Avenue. These funds were allocated from the City's 2004 CDBG Program.

David Varley, Assistant City Manager, reviewed this item on behalf of Kristen Ashbeck, Senior Planner. The City Council previously approved all the awards but before any group can receive the funds, a contract with the City must be approved and, secondly, an environmental assessment must be completed. This property is not eligible for the National Register of Historic Sites although it is on the City's register. These improvements will help make the building more energy efficient and cut down on their energy bills.

Councilmember Kirtland moved to authorize the City Manager to sign the subrecipient contract with Hilltop Community Resources, Inc. Councilmember Spehar seconded the motion. Motion carried.

**2005 Law Enforcement Assistance Fund (LEAF) Grant**



The Colorado Department of Transportation has awarded \$35,000 to the Grand Junction Police Department to fund DUI enforcement. The GJPD applied for \$145,133 with Council approval in August of this year.

Resolution No. 137-04 – A Resolution Approving the Law Enforcement Assistance Fund (LEAF) Contract L-27-05

Greg Morrison, Chief of Police, reviewed this item. He asked that the City Manager be authorized to enter into the contract with CDOT for the funds that will be awarded. \$145,133 was applied for in order to replace the sobriety van. That amount was not granted but instead an amount to pay for overtime for DUI enforcement in the amount of \$35,000 was granted.

Councilmember Palmer moved to adopt Resolution No. 137-04. Councilmember McCurry seconded the motion. Motion carried by roll call vote.

### **Contract for the Two Rivers Convention Center Food Distributor**

The Two Rivers Convention Center (TRCC) General Manager requested the Purchasing Division solicit competitive proposals to provide food requirements for TRCC.

Joe Stevens, Parks and Recreation Director, reviewed this item. He stated that there are representatives from the company, US Foods, that can address any questions. Also present is the Purchasing Manager Ron Watkins. Mr. Stevens recognized Julie Hendricks, Buyer, and Brian Ralph, TRCC General Manager, for their work on the contract. He then asked Mr. Ralph to address the Council.

Mr. Ralph said the only way to reduce the cost in his experience is to have one major food purveyor. Every food item was compared and reviewed. TRCC will still use local purveyors. The difference in the past is the contract for the bulk of the food.

Councilmember Palmer asked for assurance that any discounts or promotions are not being used as was previously. Mr. Ralph said those types of discounts go toward the purchase of food, whereas in the private sector that might go to corporate offices. That is not the case with the City.

Mr. Ralph introduced Dan Geherin, Mark Carliel, and Mark White from US Foods. Mark White addressed the Council and gave a brief overview of the company. They have 50 employees on the western slope.

City Manager Kelly Arnold added that this will give Mr. Ralph the ability to produce a good product at about a 20% cost reduction.

Ron Watkins, Purchasing Manager, explained the process was a competitive proposal which will give the City the ability to negotiate with one or all of the

companies. It started with solicitations. Mr. Ralph worked with Senior Buyer Julie Hendricks to go through the process and develop the spreadsheet shown.

Council President Hill recognized the successes at Two Rivers Convention Center and the efforts of the staff to enhance the activities and make them more efficient and effective.

Councilmember Palmer added that whenever costs at Two Rivers go up, the service clubs are heard from and these service clubs are made up of folks that do good things in the community.

Councilmember Spehar moved to authorize the City Manager to contract with U.S. Food Service, Denver, Colorado for the purchase and delivery of TRCC food requirements with an estimated annual expenditure of \$220,000. Councilmember McCurry seconded the motion. Motion carried.

**Purchase of Properties at 1007, 1025 S. 5<sup>th</sup> St. and 926, 950 S. 4<sup>th</sup> St. for the Riverside Parkway**

The City has entered a contract to purchase the six properties from the William Robert Jarvis Testamentary Trust and Betty Lou, W.R. and Judith Jarvis for the Riverside Parkway Project. The City's obligation to purchase this property is contingent upon Council's ratification of the purchase contract.

Mark Relph, Public Works and Utilities Director, reviewed this item. He pointed out each of the properties on a map. Besides the property purchase, some relocation fees will be paid, as well as reestablishment costs if the owner finds a new location in the City. The City will be paying the closing costs and the owner will be allowed to take the buildings as long as that removal occurs in a timely manner. The City will then have some clean-up cost. The total cost is estimated at \$373,650.

Councilmember Palmer asked about the property identified as E-4, as it is outside the footprint. Mr. Relph responded that there are some properties that will be needed for ancillary uses such as drainage. Another property that this will occur at is the Van Gundy property.

Councilmember Spehar said it is his understanding that there will be others and the City will reevaluate the need or possible uses of these remnant properties once the Parkway is complete. Mr. Relph concurred.

Resolution No. 138-04 – A Resolution Authorizing the Purchase of Real Property from William Robert Jarvis Testamentary Trust, Betty Lou Jarvis, W.R. Jarvis and Judith Jarvis

Councilmember Kirtland moved to adopt Resolution No. 138-04.  
Councilmember McCurry seconded the motion. Motion carried by roll call vote.

**Public Hearing – Facilities and Construction in City Rights-of-Way Ordinance (TO BE CONTINUED UNTIL JANUARY 19, 2005)**

The proposed ordinance is to aid the City in the long term management of public Rights-of-Way that are used by utility providers. Proper planning of the location and depth of underground utilities will ensure conflicts between utility providers are minimized. Area utility providers including Xcel Energy, Grand Valley Power, Ute Water, local sanitation districts, Clifton Water, Qwest, Bresnan, Grand Valley Drainage District, Grand Valley Water Users, Orchard Mesa Irrigation District, Associated Builders and Contractors and Western Colorado Contractors Association have all received copies of the draft ordinance.

Mark Relph, Public Works and Utilities Director, reviewed the reasons for the request to once again continue this item. Some additional comments were received from Qwest. Since cooperation has been ongoing with Qwest, he asked the hearing be continued.

**Proposed Ordinance Adopting Regulations Concerning Facilities and Construction in City Rights-of-Way**

Councilmember Palmer moved to continue the public hearing until January 19, 2005. Councilmember Kirtland seconded the motion. Motion carried.

**Public Hearing – Regulating Newsboxes in the Downtown (TO BE CONTINUED UNTIL JANUARY 19, 2005)**

The number of newsboxes that have been placed downtown has proliferated in recent months. The legitimate newsboxes have been augmented by commercial advertising pieces resulting in as many as 15 boxes in several locations. This ordinance has been developed to address the issue in a manner common to other communities in Colorado by developing a bank of racks that will be made available for lease to legitimate newspapers. The goal is to clean up the visual pollution resulting from this rapid spread of boxes and tidying up the appearance of downtown.

City Manager Kelly Arnold reviewed the reason for the request to continue this item. The Daily Sentinel still wants time to review this item further.

**Proposed Ordinance Amending Part of Chapter 32 of the City of Grand Junction Code of Ordinances Relating to Commercial Activities in the Downtown and Authorizing Publication in Pamphlet Form**

Councilmember Kirtland moved to continue the public hearing until January 19, 2005. Councilmember Palmer seconded the motion. Motion carried.

### **Land Use Applications Along the Proposed Riverside Parkway Alignment**

The City Council will soon begin consideration of the “urban design” elements of the Riverside Parkway project. Part of that consideration is how certain land uses along the Parkway will integrate into the design of the Parkway and whether the current Zoning Code adequately reflects the desires of the community pertaining to the construction, development or placement of off premise signs at, near or along the proposed alignment of the Riverside Parkway.

City Attorney John Shaver reviewed this item. He explained that the resolution concerns a policy for applications for off premise signage along the Riverside Parkway. The purpose is to allow time for study and development of policy and have staff make recommendations for changes to the Code. The construction of the Riverside Parkway will create new sites for new signs. In order to be fair to the community, time is needed to study placement and specifications for signage allowed in the new Parkway vicinity. While this is being evaluated, no applications will be processed.

Councilmember Palmer asked if this affects any current applications. Mr. Shaver said there are no existing sites or current applications. It will only affect any future inquiries and applications.

Councilmember Kirtland asked if the applications will not even be accepted until this has been studied. Mr. Shaver replied affirmatively. It makes the study period fair as much of the placement will be speculative at this time.

Mr. Shaver continued that the exhibit being proposed has a 600 foot corridor where the prohibition will take place. There are certainly other options the City Council could consider.

Councilmember Kirtland asked if an application came in right outside the line, could they review it. Mr. Shaver said those exceptions may come up but the plan is to complete the evaluation very quickly so those can be addressed.

Council President Hill asked about any challenge if the hiatus goes on too long. Mr. Shaver said anything less than year would be recognized by the courts as appropriate but staff thinks it will be much quicker than that.

Councilmember Spehar expressed that the Exhibit shown should be amended to include the whole Parkway that is all the way to 24 Road along River Road.

Councilmember Spehar moved to adopt Resolution No. 141-04 amending the Exhibit to include the entire Riverside Parkway including River Road west to 24 Road. Councilmember McCurry seconded the motion.

Council President Hill stated that this action is fair to the community.

Councilmember Spehar said this is appropriate with a new corridor of this magnitude.

Councilmember Palmer said it is also appropriate as there are currently no applications in process.

Councilmember Spehar clarified his motion, it was to amend the Exhibit as presented to extend the corridor west on River Road to 24 Road.  
Councilmember McCurry seconded the amendment. Motion carried by roll call vote.

**Schedule a Date to Consider an Appeal of a Planning Commission Decision Regarding the Denial of a Variance Request Located at 2488 Industrial Blvd – Nextel West** [File #CUP-2004-097]

The applicant, Nextel West Communications, wishes to set a hearing date to appeal the Planning Commission's decision regarding denial of their variance request of the Zoning and Development Code's requirement of the 2:1 ratio setback for a cell tower from non-residentially zoned property. Per Section 2.18.E.4.g of the Zoning and Development Code, the appeal shall be scheduled within forty-five calendar days of receipt of the appeal, which was received November 17, 2004. The City Council shall hold a hearing and render a decision within thirty calendar days.

Bob Blanchard, Community Development Director, reviewed this item. He explained that an appeal has been filed in a timely manner. The date must be set within thirty days.

Council President Hill asked if Council will be provided the record since it is an appeal on the record.

Councilmember Palmer wanted confirmation that no additional testimony will be taken.

City Attorney Shaver said yes, and advised Council that they will not be substituting their own judgment on this item but, as in previous appeals, be determining that the Planning Commission reviewed the evidence and considered it appropriately.

Councilmember Kirtland moved to set a date for the appeal for January 5, 2005.  
Councilmember McCurry seconded the motion. Motion carried.

Council President Hill asked when that information will be available. City Attorney Shaver responded in one week.

**Public Hearing – Reece/Ice Skating Inc. Annexation and Zoning Located Along the Colorado River, 2499 River Road** [File # ANX-2004-240]

Resolution for acceptance of petition to annex and to hold a public hearing and consider final passage of the annexation ordinance for the Reece/Ice Skating Inc. Annexation, located at 2499 River Road. The 75.3 acre annexation consists of three (3) parcels of unplanted land located along the Colorado River. The applicant's intent is to annex the properties and then donate 26.6 acres of the overall 75.3 acres to Ice Skating Inc.

The Reece/Ice Skating Inc. Annexation consists of 75.3 acres and three (3) parcels of unplanted land located along the Colorado River at 2499 River Road. The applicant's intent is to annex the properties and then donate 26.6 acres of the overall 75.3 acres to Ice Skating Inc. with a proposed zoning of CSR, Community Services & Recreation. The Planning Commission recommended approval at its November 9, 2004 meeting.

The public hearing was opened at 8:30 p.m.

Scott D. Peterson, Associate Planner, reviewed this item. He described the location and surrounding uses. The annexation will create two enclaves to the north. The Persigo Agreement requires enclaves to be annexed in three to five years. Mr. Peterson described the proposal for the property. The property owner will be donating 26.6 acres to Ice Skating Inc; but only about one acre is usable. The current zoning is RSF-R, the proposal is to zone it CSR. The Ice Skating Inc. site was recently rezoned to CSR, so the zoning will match. Staff and Planning Commission found that the proposal is consistent with the Growth Plan and the zoning criteria. The Planning Commission recommended approval of the zoning. The Staff recommends the annexation and zoning.

Councilmember Palmer asked who owns the enclaves. Mr. Peterson stated that one is owned by Mesa County and the other is a private owner and is vacant. Both have been notified and neither of them has objected.

Dale Reece, property owner, 2065 Bluewater Drive, said there are three parcels that used to be a water ski lake but got washed into the river in 1983. Mr. Reece held onto it to preserve the river property. The middle piece has a conservation easement with the Audubon Society. The Ice Skating Inc. property will only be using 1 to 1 1/2 acres. The conservation easement has a snag with the State that is being resolved. He is not sure the donation will occur, but he may need to subdivide the donation from the other part that is in the river. It still needs to be worked out.

There were no other public comments.

The public hearing was closed at 8:39 p.m.

**a. Accepting Petition**

Resolution No. 139-04 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as Reece/Ice Skating Inc. Annexation, Located along the Colorado River at 2499 River Road is Eligible for Annexation

**b. Annexation Ordinance**

Ordinance No. 3698 - An Ordinance Annexing Territory to the City of Grand Junction, Colorado Reece/Ice Skating Inc., Annexation, Approximately 75.3 Acres, Located Along the Colorado River at 2499 River Road

**c. Zoning Ordinance**

Ordinance No. 3699 – An Ordinance Zoning the Reece/Ice Skating Inc. Annexation to Community Services & Recreation (CSR) Located at 2499 River Road

Councilmember Spehar moved to adopt Resolution No. 139-04, Ordinance No. 3698 and Ordinance No. 3699 on Second Reading and ordered them published. Councilmember McCurry seconded the motion. Motion carried by roll call vote.

**Public Hearing – Arbors Annexation and Zoning Located at 2910 Orchard Avenue**

[File #ANX-2004-217]

The applicants for the Arbors Annexation, located at 2910 Orchard Avenue, have presented a petition for annexation as part of a preliminary plan. The applicants request approval of the Resolution accepting the annexation petition, and request a Public Hearing to consider final passage of the Annexation Ordinance. The annexation area consists of 22.84 acres of land and right-of-way along Orchard Avenue.

The public hearing was opened at 8:40 p.m.

Lori V. Bowers, Senior Planner, reviewed this item. She described the site and the future land use for the area. She described the surrounding zoning. The site is 22.84 acres. The request meets the requirements of the Growth Plan, the annexation and zoning criteria and is recommended for approval.

The applicant was not present.

There were no public comments.

The public hearing was closed at 8:44 p.m.

**a. Accepting Petition**

Resolution No. 140-04 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Arbors Annexation, Located at 2910 Orchard Avenue is Eligible for Annexation

**b. Annexation Ordinance**

Ordinance No. 3700 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado the Arbors Annexation, Approximately 22.84 Acres, Located at 2910 Orchard Avenue

**c. Zoning Ordinance**

Ordinance No. 3701 – An Ordinance Zoning the Arbors Annexation to Residential Multi-Family, Not to Exceed 8 Dwelling Units per Acre (RMF-8) Located at 2910 Orchard Avenue

Councilmember Palmer moved to adopt Resolution No. 140-04, Ordinance No. 3700 and Ordinance No. 3701 on Second Reading and ordered them published. Councilmember Kirtland seconded the motion. Motion carried by roll call vote.

**Contract Agreements for Conveyance Relative to Action Campus LLC and GJ Tech Center LLC**

The City owns a parcel of land located at the end of Blue Heron Road. This land is held for economic development purposes. GJ Tech Center, LLC (Innovative Textiles) owns a parcel immediately to the west known as Lot 2 of the City Market Subdivision. The City's property and Innovative Textiles' property is being platted together as Blue Heron Lake Industrial Park ("Park"). Action Campus, LLC (Action Bindery) will be relocating its business to the Park. For economic development, property will be conveyed to Action Bindery and Innovative Textiles within the Park. In order to transfer the land pursuant to Resolution 1-88, contract agreements for conveyance and the documents referenced in those agreements must be executed. Authorizing the City Manager to sign these contract agreements for conveyance and any additional documents to complete the terms of the agreements will allow the simultaneous recording of the plat for the Park and conveyance of the real property.



Kelly Arnold, City Manager, introduced this item. It was noted that Mr. Grady Bussey was not present.

Council President Hill called for a recess at 8:45 p.m.

The meeting reconvened at 8:54 p.m.

The applicant, Grady Bussey, was now present.

City Manager Arnold explained the genesis of this request. Mr. Bussey asked for acquisition of some City property in order to construct a new facility. The property in question had been donated to the City by the Prinster family for the purposes of economic development. Adjacent is the new location of Innovative Textiles and that owner is now collaborating with Mr. Bussey to gain access to their sites. They are planning Blue Heron Lake Industrial Park. The request is to finalize the transfer of this tract of land to IDI who will then in turn convey the property to Action Bindery and Grand Junction Tech. Center, LLC. If the development does not occur, the land reverts back to IDI.

City Attorney John Shaver said there are two agreements. The first conveys to IDI who will then convey the property and will retain an easement for access to Tract L. The second conveys to Action Campus and contains a reversion clause in the case of non-performance.

Council President Hill asked what the purpose is of Tract L. Mr. Shaver explained that it is for protection of the property which may at some point be developed. No City street will be constructed.

City Manager Arnold said it will also retain access to the City trail.

City Attorney Shaver said the contract has dates that are flexible so the dates are not being approved specifically. The approval authorizes the City Manager to sign the finalized document.

Councilmember Palmer recalled that the original request was for a cash incentive and Councilmember Kirtland had suggested the land donation instead. He praised the idea.

It is a great incentive without taking money from the City coffers.

Councilmember Spehar concurred, noting that it was a complicated negotiation.

Council President Hill echoed and recognized the teamwork. He mentioned other aspects within the community that will allow things like this to come together.

Mr. Grady Bussey, President of Action Campus, LLC., expressed his intent to exceed the City's expectations in this endeavor.

Councilmember Kirtland moved to authorize the City Manager to execute the contract agreements for conveyance and any other documents required by the terms of the contract agreements for conveyance of property to Innovative Textiles and Action Bindery. Councilmember McCurry seconded the motion. Motion carried.

### **Public Hearing - 2005 Budget Appropriation Ordinance**

The total appropriation for all thirty-seven accounting funds budgeted by the City of Grand Junction (including the Ridges Metropolitan District, Grand Junction West Water and Sanitation District, and the Downtown Development Authority) is \$149,839,880. Although not a planned expenditure, an additional \$3,500,000 is appropriated as a emergency reserve in the General Fund pursuant to Article X, Section 20 of the Colorado Constitution.

The public hearing was opened at 9:11 p.m.

Ron Lappi, Administrative Services and Finance Director, reviewed this item. He stated the total amount of the budget appropriation. He noted that the day after the last presentation, Council had met on funding some items from the Strategic Plan and those items have been incorporated into this appropriation ordinance. Also the City increased contribution to the GVRTC was included. Nearly \$50 million of the budget is for capital improvements, \$35 million of which is for the Riverside Parkway. The transfers will make the total number larger than actual operations. \$122 million is the actual number for municipal services.

Council President Hill noted that Council has no questions since the review has been so thorough. He also noted that this is really a “tweaking” of the biennial budget.

There were no public comments.

The public hearing was closed at 9:17 p.m.

Councilmember Spehar noted that the next two year budget cycle will be a lot of work and the City has a lot of projects coming up that will need to be considered. He encouraged citizens to get involved. Councilmember Palmer echoed those comments, noting there is no limit to the number of requests.

Ordinance 3697 – The Annual Appropriation Ordinance Appropriating Certain Sums of Money to Defray the Necessary Expenses and Liabilities of the City of Grand Junction, Colorado, the Ridges Metropolitan District, and the Grand Junction West Water and Sanitation District, for the Year Beginning January 1, 2005, and Ending December 31, 2005

Councilmember Spehar moved to adopt Ordinance No. 3697 on Second Reading and ordered it published. Councilmember McCurry seconded the motion. Motion carried.

**NON-SCHEDULED CITIZENS & VISITORS**

There were none.

**OTHER BUSINESS**

There was none.

**ADJOURNMENT**

The meeting adjourned at 9:21 p.m.

Stephanie Tuin, MMC  
City Clerk

**Attach 2**

Meeting Schedule & Posting of Notices

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
<b>Subject</b>	Meeting Schedule and Posting of Notices					
<b>Meeting Date</b>	January 5, 2005					
<b>Date Prepared</b>	December 19, 2011					
<b>Author</b>	Stephanie Tuin		City Clerk			
<b>Presenter Name</b>	Stephanie Tuin		City Clerk			
<b>Report results back to Council</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>When</b>	
<b>Citizen Presentation</b>		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Name</b>	
	<b>Workshop</b>	<input checked="" type="checkbox"/>	<b>Formal Agenda</b>	<input checked="" type="checkbox"/>	<b>Consent</b>	<b>Individual Consideration</b>

**Summary:** State Law requires an annual designation of the City's official location for the posting of meeting notices. The City's Code of Ordinances, Sec. 2-26, requires the meeting schedule and the procedure for calling special meetings be determined annually by resolution.

**Budget:** None

**Action Requested/Recommendation:** Adopt resolution.

**Attachments:** Resolution

**Background Information:** In 1991, the Open Meetings Law was amended to include a provision that requires that a "local public body" annually designate the location of the public place or places for posting notice of meetings and such designation shall occur at the first regular meeting of each calendar year (24-6-402(2)(c) C.R.S.). The location designated is to be the glassed-in bulletin board outside the auditorium lobby at 250 N. 5<sup>th</sup> Street.

As of 1994, the revised City Code of Ordinances includes a provision whereby the City Council determines annually the City Council meeting schedule and the procedure for calling a special meeting.

In 2005, no holidays land on regular Council meeting days however there are a few events that may impact the schedule. The second meeting in March is during spring break; that is also the week of the NLC's Annual Congressional City

Conference. This year there is no conflict with the CML or NLC annual conferences.

There are some conflicts with workshop schedules. Although you need not set those dates at this time, you might be aware that the following workshops will land on scheduled holidays: May 30 is Memorial Day, July 4 is 4<sup>th</sup> of July, and September 5<sup>th</sup> is Labor Day. Other conflicts include the same as above in March, spring break and the NLC City Conference. A special meeting to canvass the election results will not be necessary in 2005 as the regular meeting is scheduled for the following day.

CITY OF GRAND JUNCTION

RESOLUTION NO.     -05

A RESOLUTION OF THE CITY OF GRAND JUNCTION  
DESIGNATING THE LOCATION FOR THE POSTING OF THE NOTICE OF  
MEETINGS, ESTABLISHING THE CITY COUNCIL MEETING SCHEDULE, AND  
ESTABLISHING THE PROCEDURE FOR CALLING OF SPECIAL MEETINGS  
FOR THE CITY COUNCIL

Recitals.

The City Council of the City of Grand Junction is a "local public body" as defined in C.R.S. §24-6-402 (1)(a).

The City Council holds meetings to discuss public business.

The C.R.S. §24-6-402 (2)(c) provides that "Any meetings at which the adoption of any proposed policy, position, resolution, rule, regulation, or formal action occurs or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice to the public. In addition to any other means of full and timely notice, a local public body shall be deemed to have given full and timely notice if the notice of the meeting is posted in a designated public place within the boundaries of the local public body no less than 24 hours prior to the holding of the meeting. The public place or places for posting of such notice shall be designated annually at the local public body's first regular meeting of each calendar year".

The Grand Junction Code of Ordinances, Section 2-26, provides that the meeting schedule and the procedure for calling of special meetings of the City Council shall be established by resolution annually.

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

1. The Notice of Meetings for the local public body shall be posted on the glassed-in exterior notice board at 250 N. 5<sup>th</sup> Street, City Hall.
2. The meeting schedule for the regular meetings of the City Council is the first and third Wednesday of each month, at the hour of 7:30 p.m.
3. Additional special meetings may be called by the President of the City Council for any purpose and notification of such meeting shall be posted twenty-four hours prior to the meeting. Each and every member of City Council shall be notified of any special meeting at least twenty-four hours in advance.

Read and approved this \_\_\_\_ day of \_\_\_\_\_, 2005.

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

ATTEST:

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

**Attach 3**

Conduct of the Regular Municipal Election on April 5, 2005

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
<b>Subject</b>	Authorize the City Clerk to Proceed with the Necessary Actions for the Conduct of the Regular Municipal Election on April 5, 2005					
<b>Meeting Date</b>	January 5, 2005					
<b>Date Prepared</b>	December 27, 2004				<b>File #</b>	
<b>Author</b>	Stephanie Tuin			<b>City Clerk</b>		
<b>Presenter Name</b>	Stephanie Tuin			<b>City Clerk</b>		
<b>Report results back to Council</b>	x	<b>No</b>		<b>Yes</b>	<b>When</b>	
<b>Citizen Presentation</b>		<b>Yes</b>	x	<b>No</b>	<b>Name</b>	
	<b>Workshop</b>	<b>X</b>		<b>Formal Agenda</b>	<b>x</b>	<b>Consent</b>
						<b>Individual Consideration</b>

**Summary:** The City has adopted the Municipal Election Code. In order to conduct the election by mail ballot, the Council must authorize it pursuant to 1-7.5-104 C.R.S. and the City Clerk must submit a Written Plan outlining the details and responsibilities to the Secretary of State. It is recommended that the City again contract with Mesa County to conduct this election by mail ballot. They have the equipment on site and are able to prepare, mail out and process the ballots more efficiently than the City.

**Budget:** The County Elections Division estimates the cost of their contract to be no more than \$35,000. In addition, there will be publication of election notices and other miscellaneous costs which run about \$3,000. Total cost for the election is estimated at \$38,000. The amount budgeted for the election in 2005 is \$36,140. If any budget adjustment is needed, that can be addressed in the supplemental appropriation in the fall.

**Action Requested/Recommendation:** Adopt Resolution.

**Attachments:** Written Plan to the Secretary of State  
Proposed Intergovernmental Agreement with Mesa County  
Resolution

**Background Information:** Mail ballot election continues to be the City's best option for high voter turnout and efficient administration of the election. The City Clerk's Office and the County Elections Division work well together in this process and the citizens, for the most part, appreciate the convenience of a mail ballot election. Turn out is typically 50% or higher with mail ballots. Prior to mail ballots, the City averaged less than 20% turnout.



**WRITTEN PLAN FOR THE CONDUCT OF A  
MAIL BALLOT ELECTION**

**SUBMITTED BY: Stephanie Tuin, MMC, City Clerk**

**ELECTION ADMINISTRATOR FOR: City of Grand Junction**

1. **LEGAL NAME OF JURISDICTION:** City of Grand Junction
2. **TYPE OF JURISDICTION:** A Home Rule Municipality
3. **DESCRIPTION OF ELECTION TO BE HELD:** Regular Municipal Election to be held on Tuesday, April 5, 2005
4. **AUTHORITY TO HOLD THIS ELECTION:** 31-10-101 et seq., C.R.S. and Article II, Secs. 3 through 25, City of Grand Junction Charter
5. **ESTIMATED NUMBER OF ELECTORS:** **33,086** registered voters (27,201 active and 5,885 inactive), no property owners other than registered voters are qualified to vote in this election.
6. **NAME OF CHIEF ELECTION ADMINISTRATOR:** Stephanie Tuin, City Clerk
7. **COUNTY CLERK AND RECORDER WILL:** (1) Assist in candidate nomination petition verification (completed in January), (2) Appoint and train all election judges and deputy clerks, (3) Prepare and mail ballot packets, including absentee ballots, (4) Receive and process all returned ballots, and (5) Count and tabulate the votes. The City Clerk has by Intergovernmental Agreement delegated and transferred to the County Clerk all power, authority and duties of a designated election official for this municipal election. In summary, the City Clerk will work with the candidates for election and certify the ballot to the County Clerk. At that point, the County Clerk will take over responsibility for the election. The City Clerk will retain responsibility for working with the candidates on Fair Campaign Practices Act filings and candidates will still file all reports with the City Clerk. The City Clerk will resume responsibility for the election, once the votes have been tabulated.
8. **NUMBER OF PLACES OF DEPOSIT:** Four – see list attached as Exhibit “A”
9. **IF BALLOT PACKETS ARE RETURNED AS UNDELIVERABLE:** Undeliverable ballots will be tallied/recorded on the DAILY RECONCILIATION OF MAIL BALLOTS (see Exhibit “B”), entered as “REJECTED-UNDELIVERABLE” on the ballot distribution database, alphabetically slotted into trays marked “Undeliverable”, and secured in a locked area accessible only by clerks/election judges/deputy clerks. These ballots will not be remailed, but may be reissued to any addressee appearing in person at the Mesa County Elections Office, upon presentation of proper identification of registered elector and address.

- 10. HOW POSTAGE WILL BE HANDLED FOR BALLOT PACKETS RETURNED AS UNDELIVERABLE:** Ballots will be mailed in accordance with both USPS and state statutory requirements, each envelope bearing "RETURN SERVICE REQUESTED". This will guarantee return of "undeliverable" envelopes to the Mesa County Elections Office. If a new address is identified by the yellow USPS label, the Elections Office will comply with 1-2-605(5) C.R.S.
- 11. PROCEDURES TO BE FOLLOWED TO ENSURE COMPLIANCE WITH STATUTES AND RULES INCLUDING NAMES OF THOSE RESPONSIBLE:**
- a) Planning and procedural meetings will be held involving the County Clerk, the Elections Director, the Election Division staff, the City Clerk, and City Clerk staff. Title 1, Article 7.5 C.R.S. and the Secretary of State's Rules and Regulations will be reviewed and explained for implementation and administration of the State's mail ballot process. The State Statutes and the rules and regulations will be administered under the direct supervision of Bob Bartelsmeyer, Elections Director, and Stephanie Tuin, the City Clerk. County Election Division staff Sheila Reiner and Pam Hawkins will oversee temporary staff.
  - b) Coordination and printing of any TABOR NOTICE will be supervised by Shelia Reiner and Bob Bartelsmeyer in accordance with Article X, Section 20(3)(b), with a mailing date no later than March 4, 2005.
  - c) Absentee mail ballot applications will be processed for mail distribution on the date required by law and in accordance with the appropriate regulations. Pam Hawkins will process and issue absentee ballots.
  - d) Mail ballot packages, including absentee ballots, will be prepared in accordance with the mail ballot election law and under the supervision of County Clerk Janice Ward and City Clerk Stephanie Tuin.
  - e) Mail ballot packages for each eligible voter will be prepared and mailed no later than March 21, 2005 to all "active voters" that did not request absentee ballots. The ballot distribution system is fully automated for issue, receipt and tracking of ballots. Sheila Reiner will oversee this process.
  - f) Each business day, ballot envelopes received or returned to the Elections Office will be date-stamped and tallied for recordkeeping. Each envelope will then be preliminarily verified (first verification) for completion of necessary information (including name, date of birth, address, signature) and voter eligibility. The automated pollbook will be updated daily for each ballot received, indicating by code either accepted, rejected or undeliverable. Accepted ballot envelopes will be deposited into a "dated" and sealed ballot box. Rejected or undeliverable ballot envelopes will be filed alphabetically in trays in a locked room in a secured facility. Daily receipt, coding and securing of ballots will include those collected from each of the four designated drop off locations (see Exhibit "C" – BRANCH OFFICE MAIL BALLOT ACCOUNTING). Responsible persons for this process will be Sheila Reiner and Pam Hawkins, employees of the County Elections Division Office.

- g) The official verification of ballots may begin on Saturday, March 26, 2005. Ballot boxes representing each day's receipt of accepted ballots shall be opened, the envelopes slit, and the ballot stub number in each envelope checked against the ballot number issued. If acceptable, the ballot stub shall be removed, then the secrecy envelope removed and the ballot shall be placed in a transfer case. In the event a ballot is returned without a secrecy envelope, securities will be readily available for the election judge to enclose the ballot before removing it from the envelope. All transfer cases will be sealed, numbers recorded and stored in a secured facility. Sheila Reiner and Pam Hawkins will oversee this aspect of the election.
- h) The Mesa County Elections Division designated "distribution site" at the old Mesa County Courthouse will be open for issue of ballots to "inactive voters", or the reissue of ballots to those who have spoiled, lost, moved, or for some reason did not receive a ballot for the period of Thursday, March 31, 2005, Friday, April 1, 2005 and Monday, April 4, 2005, from 7:30 a.m. to 5:30 p.m. daily, and Tuesday, April 5, 2005 7:00 a.m. to 7:00 p.m. Prior to March 31, 2005, these requests will be handled by deputized election judges in the regular Elections Office area.

Anytime that a replacement ballot is issued, or a ballot is issued to an "inactive voter", a REQUEST FOR BALLOT/REPLACEMENT BALLOT (see Exhibit "D") sworn statement must be completed, with signatures gathered either in person at the County Elections Office or through the mail. Reissue ballots, or ballots issued to "inactive voters" through the mail will have a mark on their return envelope (next to their signature affirmation) that will immediately alert the election judge that a completed sworn statement must be included with the voted ballot.

**12. DESCRIBE PROCEDURES TO ENSURE BALLOT SECURITY:**

- a) Ballot packages are prepared and stored in secured facilities by Election Division staff. Ballot packages are delivered to the mail handler where Election Division staff use equipment to seal the ballot packages. The packages are then processed in accordance with USPS regulations and state statutory provisions.
- b) Ballots, including pre-distribution and non-issued, will be kept in locked rooms on secured premises at all times. All election materials, ballots, ballot boxes, transfer cases and computers will be monitored during utilization by election judges and deputy clerks and placed under locked security each night. The area used for ballot processing adjoins the existing Elections Office, and Mesa County provides regular security. Only four keys to the critical ballot and materials areas exist, and those are held by election supervisors. All empty ballot boxes and transfer cases will be witnessed before and during both sealings (first and second verifications), including the recording of seal numbers.
- c) Ballots will be coded according to district for reporting purposes. There is only a single ballot type for this election so no coding is necessary for the ballot itself.

- d) At each drop off site (see Exhibit "A") there will be a locked ballot box. Each day any ballot boxes containing returned ballots will be delivered to the Mesa County Elections Office by sworn election staff.
  - e) All employees and election judges will be sworn in, affirming their adherence to the election statutes, rules and procedures. Observers (or watchers) will need to present completed forms, and the secured area is not accessible to the cleaning staff during the period of March 11<sup>th</sup> through April 5<sup>th</sup>. A sworn law enforcement officer will provide security services at the courthouse when ballots are ready for tabulation, and a security officer will be on the courthouse premises throughout the evening until all ballots have been counted and stored in the vault.
13. **DESCRIBE THE PROCEDURES FOR SIGNATURE VERIFICATION:** The very day each ballot envelope is received (initial verification), it will be verified for name, address, date of birth, and signature. If a signature cannot be read, the voter's original signature will be retrieved from microfilm for verification. If any of the foregoing information does not correspond to the ballot issue record or if all information is not provided, the ballot will be rejected for discrepancies. The rejection will be coded on the automated pollbook and the envelope placed in alphabetical order in the "REJECTED" tray, which will be stored in the adjoining, secured facility. Periodic checks of signatures on record will be performed to ensure the integrity of the mail ballot election in the City of Grand Junction.
14. **DESCRIBE THE PROCEDURES TO ENSURE SECRECY OF BALLOTS:** A secrecy envelope will be enclosed with each ballot mailed to all active voters on or before March 21, 2005. Voter instructions will specifically ask voters to place the voted ballot in a secrecy envelope when returning the ballot. Ballots initially received are left in sealed envelopes until the final verification. At the time of final verification, when ballot stubs are removed, each election judge will have secrecy envelopes to slip around any ballot (while it's still in the envelope) in the event the voter did not place his/her voted ballot in the secrecy envelope. Ballots rejected with the stub still attached will be alphabetized and locked away nightly. Every deputy clerk and election judge will be thoroughly trained on the vital importance and necessity of ballot security.
15. **DESCRIBE THE PROCEDURE TO RECONCILE BALLOTS ISSUED, BALLOTS RECEIVED, DEFECTIVE BALLOTS AND SUBSTITUTE BALLOTS:** Reconciliation will occur daily for every ballot issued and every ballot received using forms substantially like the DAILY RECONCILIATION FORM (see Exhibit "B") and the DAILY RUNNING TOTAL (See Exhibit "E"). Reconciliation will be automated as well as manual, and each day's current status will be available by 9 am the following morning. A form substantially like the FINAL DISPOSITION OF MAIL BALLOT ELECTION (see Exhibit "F") will reflect the number of ballots issued and reissued, less the number of ballots accepted, less the number rejected, less the number undeliverable, less the number of ballots returned after the deadline and/or never returned, which will equal the total number of ballots issued. Additionally, a STATEMENT OF BALLOTS (see Exhibit "G") will be placed in each sealed transfer case to assure verification with tabulation and the canvass board. Many safeguards have been built into the procedures; and yet

the ability to immediately explain and /or access any ballot discrepancy will exist.  
Computer printouts will be compared daily to written copies to ensure tracking accuracy. The Elections Division of Mesa County is hereby authorized to use other forms to capture the same information as included on the example forms attached to this plan, as they deem appropriate.

**DATE OF SUBMISSION:**

**ELECTION OFFICIAL SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TIMETABLE ENCLOSED**

**TIMETABLE**  
For the conduct of a Mail Ballot Election

Please indicate dates by which each item will be completed

<u>1/5/05</u>	Written Plan submitted to governing body.	Rule 12.3.2 Rule 12.3.3
<u>1/5/05</u>	Election approved by governing body.	Rule 12.3.3b
no later than <u>2/09/05</u>	Submission of written plan to Secretary of State (55 days prior to election)	1-7.5-105(1) Rule 12.3.2 Rule 12.3.3b
<u>2/22/05</u>	Last date for approval by Secretary of State (15 days after receipt in Secretary of State's office)	1-7.5-105(2)
<u>2/24/05</u>	Notice of election to County Clerk & Recorder	Rule 12.3.1a Rule 12.3.3b
<u>NA</u>	Notice of election to County Assessor	Rule 12.3.3b
<u>2/24/05</u>	Registration records ordered by designated election official from County Clerk and Recorder (at least 40 days prior to election)	1-5-303(1)
<u>3/7/05</u>	List of electors submitted to election official (at least 30 days prior to election)	1-7.5-107(2)(a)
<u>3/7/05</u>	Close of registration (29 days prior)	1-1-114 Rule 12.3.3
<u>3/11/05</u> through <u>3/21/05</u>	Ballots mailed (not sooner than 25 days and no later than 15 days prior)	1-7.5-7(3)(a) Rule 12.3.3
<u>3/11/05</u>	Ballots available at election official's office (no sooner than 25 days prior)	1-7.5-107(3)(c)
<u>3/16/05</u>	Supplemental list of electors submitted (at least 20 days prior)	1-7.5-107(2)(b)
<u>3/16/05</u>	Notice of election to electorate (at least 20 days prior) with copy to County Clerk Rule 12.3.3	1-5-205(2) 1-7.5-107(2.5)
<u>3/26/05</u>	Verification of ballot numbers to pollbook (may begin at any time during the 10 days before)	1-7.5-107.5
<u>4/5/05</u>	Election day	City Charter, §3 Rule 12.3.3
<u>4/7/05</u>	Canvass dates/certification issued	City Charter, §25

**(canvass no later than 2 days after the election)**

**Rule 12.12**

**Exhibit "A"**

**PLACES TO DEPOSIT MAIL BALLOTS**

City Clerk's Office  
City Hall  
250 N. 5<sup>th</sup> Street  
Grand Junction, Co. 81501

Mesa County Elections Office  
Old Mesa County Courthouse  
544 Rood Avenue  
Grand Junction, Co. 81501

Mesa County Clerk's Office (Motor Vehicle Division)  
Mesa Mall  
2424 Hwy 6 & 50, #414  
Grand Junction, Co. 81505

Orchard Mesa County Clerk's Branch  
Intermountain Veteran's Memorial Park  
2775 Hwy 50  
Grand Junction, Co. 81503



**EXHIBIT "B"**

**CITY OF GRAND JUNCTION  
JUDGES DAILY RECONCILIATION OF MAIL BALLOTS**

\_\_\_\_\_, 200\_ ELECTION

\_\_\_\_\_  
(Date)

1. Total number of ballots received \_\_\_\_\_  
Information on return envelope verified Yes \_\_\_\_\_ No \_\_\_\_\_
2. Less number ballots rejected in first verification  
-insufficient information on return verification envelope \_\_\_\_\_
3. Less number ballots rejected in second verification  
-ballot number does not match poll book \_\_\_\_\_
4. Equals total number ballots approved for final \_\_\_\_\_  
1-2-3 = 4

Spoiled \_\_\_\_\_ Undeliverable \_\_\_\_\_ **Rejected Ballots:** Incomplete \_\_\_\_\_ **2nd Rejected:**  
Signature \_\_\_\_\_ No Stub \_\_\_\_\_  
Damaged \_\_\_\_\_ Unmatched \_\_\_\_\_  
**Total rejected ballots** \_\_\_\_\_ **Total 2<sup>nd</sup> Rejected** \_\_\_\_\_

Hand count \_\_\_\_\_ Judge's Int \_\_\_\_\_  
Electronic count \_\_\_\_\_ Judge's Int \_\_\_\_\_  
Seal Number \_\_\_\_\_ Judges Signature \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Seal Number \_\_\_\_\_ Judge's Signature \_\_\_\_\_  
Date of reseal \_\_\_\_\_ \_\_\_\_\_

**EXHIBIT "C"**

**BRANCH OFFICE MAIL BALLOT ACCOUNTING**

**April 5, 2005 Regular Municipal Election**

Branch Location: \_\_\_\_\_ Date \_\_\_\_\_

Seal Number: \_\_\_\_\_ Judge's signature: \_\_\_\_\_

Total ballots received \_\_\_\_\_

Received by \_\_\_\_\_

**EXHIBIT "D"**

Request for Ballot

Original ballot number \_\_\_\_\_

April 5, 2005

Replacement number \_\_\_\_\_

Date \_\_\_\_\_

I \_\_\_\_\_, registered elector of the City of Grand Junction

at \_\_\_\_\_

\_\_\_\_\_ Residence Address                      City/Town                      Zip  
Request a ballot for the April 5, 2005 Regular Municipal Election for the following reason(s) (circle as applicable):

I was not issued a ballot due to eligibility (Voter record shown as inactive)

**REQUEST FOR REPLACEMENT BALLOT**

I have not as of this date received the ballot packet mailed to me

The ballot I received was destroyed or marked incorrectly

I have not voted a ballot issued for this election and I do not intend to vote except by voting this replacement ballot.

**The original ballot issued me will not be cast and if the original and the replacement ballot are cast, neither will be counted in this election.**

I understand that this sworn statement must be included in the return verification envelope with the marked ballot and must be received by 7:00 p.m. on Election Day for this replacement ballot to be counted.

**SIGN**                      Date of Birth \_\_\_\_\_

**HERE**

STATE OF COLORADO, COUNTY OF MESA, SS:

SUBSCRIBED AND SWORN BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2005.

\_\_\_\_\_  
Clerk/Deputy/Notary

(Seal)

\_\_\_\_\_  
My Commission expires

**EXHIBIT "E"**

**CITY OF GRAND JUNCTION  
DAILY RUNNING TOTAL**

\_\_\_\_\_, 200\_\_ ELECTION

Received Date

\_\_\_\_\_

**Daily:**

_____	Number of Original Mailings	_____
_____	Number of spoiled Ballots	_____
	Number of ballots reissued / issued late	_____
_____	Number of ballots received	_____
	Number of ballots approved for final count	_____

**Total:**

1.	Number of Original Mailings	_____
2.	Number of ballots reissued / issued late	_____
3.	Number of ballots spoiled	_____
	Total ballots issued    1+2-3=	_____

Total of ballots received	_____
Total rejected ballots	_____
Total Spoiled:	_____
Total Undeliverable:	_____
Total of ballots approved for final count	_____

**EXHIBIT "F"**

**CITY OF GRAND JUNCTION  
FINAL DISPOSITION OF MAIL BALLOT ELECTION**

---

\_\_\_\_\_, 200\_\_ ELECTION

---

ISSUED: \_\_\_\_\_

-

REISSUED: \_\_\_\_\_

-

---

ACCEPTED: \_\_\_\_\_

\_\_\_\_\_

REJECTED: \_\_\_\_\_

\_\_\_\_\_

SPOILED \_\_\_\_\_

\_\_\_\_\_

INCOMPLETE \_\_\_\_\_

\_\_\_\_\_

DAMAGED \_\_\_\_\_

\_\_\_\_\_

SIGNATURE \_\_\_\_\_

\_\_\_\_\_

UNMATCHED \_\_\_\_\_

\_\_\_\_\_

NO STUB \_\_\_\_\_

\_\_\_\_\_

UNDELIVERABLE \_\_\_\_\_

\_\_\_\_\_

RETURNED AFTER DEADLINE \_\_\_\_\_

---

NEVER RETURNED

---

---

EXHIBIT "G"

STATEMENT OF BALLOTS  
MAIL BALLOT ELECTION  
April 5, 2005

**CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO**

DATE OF BALLOT RECEIPT \_\_\_\_\_

NUMBER OF BALLOTS RECEIVED \_\_\_\_\_

NUMBER OF BALLOTS IN THIS TRANSFER CASE \_\_\_\_\_

TRANSFER CASE FOR THIS DAY'S RECEIPTS \_\_\_\_\_ OF \_\_\_\_\_

SEAL # \_\_\_\_\_

JUDGES SIGNATURES

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TEAMWORK COUNT

\_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT  
MESA COUNTY, COLORADO and CITY OF GRAND JUNCTION, COLORADO**

This Intergovernmental Agreement between Mesa County, acting through its Clerk and Recorder (“Clerk”) and the City of Grand Junction (“City Clerk”), is authorized by 29-1-201, *et seq.*, C.R.S.

1. **PURPOSE:** Pursuant to the terms of this agreement, the Clerk and Political Subdivision agree to the scheduling and conducting of a mail ballot municipal election on April 5, 2005. For the purposes of this Agreement, the Clerk shall be the “clerk” as defined in 31-10-102, C.R.S. The City hereby designates its City Clerk as an “Election Official” who shall have primary responsibility for election procedures that are the responsibility of the City, pursuant to this Agreement. The election shall be held under the provisions of the Municipal Election Code (Title 31, Article 10 of the Colorado Revised Statutes) except as otherwise required by the Mail Ballot, 1-7.5-101, *et. seq.*, C.R.S., or the rules promulgated by the Secretary of State.

2. **PRECINCTS & POLLING PLACE LOCATIONS:** Polling place locations for the deposit of voted ballots not returned through the United States Postal Service will be those designated by the Clerk as follows: Mesa County Elections Office at the Old Courthouse, Mesa County Clerk & Recorder’s Office – Motor Vehicle Division at Mesa Mall, Clerk’s branch at the Tri-River Cooperative at the County Fairgrounds and the City Clerk’s Office at City Hall.

3. **APPOINTMENT OF ELECTION JUDGES:** All election judges and/or deputy clerks shall be appointed and trained by the Clerk, except as otherwise required by the City Charter or the Municipal Election Code.

4. **LEGAL NOTICES:** Publication of any required legal notices concerning the City’s mail ballot election, which are to be published prior to certification of the ballot content to the Clerk, shall be the responsibility of the City. A copy of the published legal notice shall be submitted to the Clerk for her records.

Publication of notices required by the Municipal Election Code and/or the Mail Ballot Election Act, which are to be published after certification of the ballot contents to the Clerk, shall be the responsibility of the City. Additional notices shall be the responsibility of the City. Notice to the Secretary of State, pursuant to 1-7.5-105, C.R.S. shall be made by the City, along with notice of the City’s proposed plan.

5. **RECEIVING AND PROCESSING OF PETITIONS:** Any necessary petition process for the City shall be the responsibility of same. The Clerk shall provide voter registration lists as required and requested by the City Clerk.

6. **BALLOT CONTENTS:** In accordance with CRS 1-1-110(3) and 1-5-203(3), the ballot contents must be certified to the Clerk by the City Clerk, in its exact form, no later than **4:30 p.m. on Wednesday, February 9, 2005**. The ballot contents must be provided in WORD format and delivered to the Clerk at 544 Rood Avenue, Grand Junction, Colorado. It is understood that the Mail Ballot Election Act requires the mailing of ballots between the 25<sup>th</sup> and 15<sup>th</sup> day prior to the election.



7. **RECEIVING OF WRITTEN COMMENTS AS COVERED BY SECTION 20 OF ARTICLE X OF THE COLORADO CONSTITUTION:** The City Clerk is solely responsible for the process of receiving written comments and summarizing such comments as are required by Section 20 of Article X of the Colorado Constitution (“TABOR”).

8. **RECEIPT OF SUMMARY OF COMMENTS:** Receipt of the summary of comments by the petition representatives shall be solely the responsibility of the City, as covered by CRS 1-7-903(3). **(February 21, 2005)**

9. **PREPARATION AND MAILING OF NOTICES FOR BALLOT ISSUE ELECTIONS:** The City shall certify the “Tabor Notice” information and the final and exact summary of comments concerning its ballot issue/s to the Clerk, no later than **4:30 p.m. on Tuesday, February 22, 2005**, (per CRS 1-7-904) for inclusion in the ballot issue mailing as required by Section 20, Article X, of the Colorado Constitution. Data shall be transmitted to the Clerk in WORD format. The Clerk shall mail such TABOR notice(s), in accordance with TABOR at least 30 days prior to the election, *i.e.*, on or before March 5, 2005.

10. **PREPARATION FOR ELECTION:** The Clerk shall be responsible for preparing and printing the sample ballot for the Municipal Election. Print on the ballot pages shall be in 10 point type or larger and shall be in accordance with the Municipal Election Code. The Clerk shall be responsible for providing, preparing, delivering and collecting sealed ballot boxes for all (4) designated depository locations and the mailing of mail ballot packages. The Clerk shall be responsible for implementing a walk-in balloting site in accordance with the Rules and Regulations of the Secretary of State.

11. **CONDUCT OF GENERAL ELECTION:** The Clerk shall be responsible for the conduct of the Municipal Election, pursuant to Title 31, Article 10 of the Colorado Revised Statutes, including the appointment of watchers.

12. **ABSENTEE VOTING:** All requests for absentee ballots shall be transmitted for processing and ballot distribution to the Clerk c/o the Mesa County Elections Office, P.O. Box 20000, Grand Junction, CO 81502-5009. The physical office of the Clerk is the Old Mesa County Courthouse, 544 Rood Avenue, Grand Junction, Colorado. The Clerk shall, upon receipt of such request, mail a ballot package to the eligible elector in accordance with 1-7.5-104, C.R.S.

13. **TABULATION OF BALLOTS:** All processes relating to and tabulation of ballots shall be the responsibility of the Clerk. An unofficial abstract of votes will be provided to the City Clerk upon completion of the counting of all ballots.

14. **CANVASS OF VOTES:** The canvass of votes will be the responsibility of the City, pursuant to its Charter and shall be completed no later than April 7, 2005. The City shall issue its certificate(s) of election of candidates upon receipt of the official results from the Clerk.

PAGE 3

15. **ALLOCATION OF COST OF ELECTION:** The City shall reimburse the Clerk for the TABOR notice and election costs incurred by the Clerk pursuant to this Agreement. Such reimbursement shall be made to the Clerk within thirty days of receipt of billing from the Clerk. The Clerk's determination regarding such costs shall be final and at her sole discretion and shall not be subject to dispute unless clearly unreasonable. In any event, the City shall not be obligated to reimburse the Clerk for more than \$35,000.

16. **INDEMNIFICATION:** The City agrees to indemnify, defend and hold harmless the Clerk from any and all loss, costs, demands or actions, arising out of or related to any actions, errors or omissions of the City in completing the City's responsibilities relating to the election.

17. **AGREEMENT NOT EXCLUSIVE:** The Clerk may enter into other substantially similar agreements with other cities for conduct of other elections.

18. **VENUE:** Venue for any dispute hereunder shall be in the District Court of Mesa County.

**THIS INTERGOVERNMENTAL AGREEMENT** has been executed by the parties hereto as of the dates and year written below.

**MESA COUNTY CLERK AND RECORDER  
OF GRAND JUNCTION**

**CITY CLERK**

\_\_\_\_\_  
Janice Ward

\_\_\_\_\_  
Stephanie Tuin

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Grand Junction Mail Ballot, April, 2005**  
**Responsibilities**

<b>Due Date (all 2005)</b>	<b>Activity</b>	<b>City Clerk</b>	<b>County Clerk</b>	<b>Est. Cost to City</b>	<b>Comments</b>
Jan. 4	Candidate Nomination Petitions Available	x		\$100 (Printing) \$300 (advertising)	All inquiries should be sent to City Clerk's Office
Jan. 5	Absentee Ballot Applications can be filed - file with County Elections Division		x		Forms available at City Clerk's Office and at Elections Division - only for mailing ballots to an address other than registered address
Jan. 5	Council approves IGA & Mail Ballot Plan	x			
Jan. 24	Candidate nomination petitions due	x			
Jan. 27	Amended Nomination petitions due	x			
Feb. 4	Deadline for Intergovernmental Agreement with the County	x	x		Depositories City Hall, Mesa County Elections at the courthouse, Motor Vehicle at the mall, Tri- county Extension Office
Feb. 9	Mail Ballot Plan to Secretary of State	x			C.R.S. 1-7.5- 105 (1)
Feb. 9	Certify ballot to County Clerk	x			
Feb. 18	Deadline for Tabor comments to City	x			
Feb. 21	Publish Election Notice	x		\$300	
Feb. 22	Tabor Summaries Due to County	x			
Mar. 5	Mail Tabor Notices		x	tbd	

Due Date	Activity	City Clerk	County Clerk	Cost to City	Comments
Week prior to Mar. 7	Print Tabor Notices		x	tbd	
Mar. 7	Preliminary List of Registered Voters		x	\$250*	
Mar. 7	Voter Registration (deadline)	x			
Week of Mar. 10	Print and prepare ballot packages		x	NTE \$35,000	
Jan. - May	Administer Fair Campaign Practices Act and answer candidates' questions	x			copying costs
Mar. 11-21	Mail Ballot Packages		x	*	
Mar. 16	Final Voter Registration List		x		
Mar. 16	Publish Notice	x		\$300	
Mar. 25, 26, 27	Publish election notice 3x	x		\$900	Required notice per Charter
Apr. 3	Publish final notice	x		\$350	Sunday publication
Apr. 4	Program & Test counters	x	x	*	
Apr. 5	<b>ELECTION DAY</b> office hours 7 am - 7 pm - count & tabulate votes	x	x	*	
Apr. 5	Broadcast Results from auditorium 7 pm - 9 pm		x	\$300	Results to be broadcast by Mesa County IT Dept.
Apr. 6	Canvass results (broadcast meeting)	x			Regular Council Meeting scheduled
Apr. 7	Certify results to Sec. of State & publish	x		\$200	
Total Direct Costs to City				\$3000	
Total of County expenditures included in contract with City				\$35,000	
Grand Total				\$38,000	

\*costs are included in contract amount

RESOLUTION NO. \_\_\_\_-05

**A RESOLUTION AUTHORIZING A MAIL BALLOT ELECTION  
IN THE CITY OF GRAND JUNCTION FOR THE  
APRIL 5, 2005 REGULAR MUNICIPAL ELECTION, APPROVING THE  
WRITTEN PLAN FOR THE CONDUCT OF A MAIL BALLOT ELECTION AND  
AUTHORIZING THE CITY CLERK TO SIGN THE INTERGOVERNMENTAL  
AGREEMENT WITH MESA COUNTY CLERK AND RECORDER**

RECITALS.

The City of Grand Junction has adopted the "Colorado Municipal Election Code" for the conduct of municipal elections. Pursuant to 1-7.5-104 C.R.S., the governing body may authorize that the municipal election be conducted by mail ballot. Section 105 of the Mail Ballot Election Code requires that the designated election official "shall notify the secretary of state no later than fifty-five days prior to the election. The notification shall include a proposed plan for the conducting the mail ballot election,..."

The City Council for the City of Grand Junction has authorized the municipal elections to be conducted by mail ballot since 1999. Voter turnout increased significantly with mail ballot elections.

Mesa County Election Division is willing to conduct a mail ballot election on behalf of the City of Grand Junction provided the Council approve the Intergovernmental Agreement being proposed.

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

1. The City Clerk, as the designated election official for the City of Grand Junction, is hereby authorized to conduct the April 5, 2005 regular municipal election by mail ballot pursuant to 1-7.5-101 *et. seq.*, C.R.S.
2. The Written Plan proposed by the City Clerk is hereby approved.
3. The City Clerk is authorized to sign the Intergovernmental Agreement with the Mesa County Clerk and Recorder to contract for the conduct of the municipal election by mail ballot.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

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

ATTEST:

City Clerk

---

**Attach 4**

Purchase of a Truck Mounted Jet/Vacuum Unit Including Truck

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
<b>Subject</b>	<b>Purchase of truck mounted jet/vacuum unit including truck</b>						
<b>Meeting Date</b>	<b>January 5, 2005</b>						
<b>Date Prepared</b>	<b>December 27, 2004</b>						
<b>Author</b>	<b>Julie M. Hendricks</b>			<b>Buyer</b>			
<b>Presenter Name</b>	<b>Ronald Watkins Mark Relph</b>			<b>Purchasing Manager Public Works &amp; Utilities Director</b>			
<b>Report results back to Council</b>	<input checked="" type="checkbox"/>	<b>No</b>	<input type="checkbox"/>	<b>Yes</b>	<b>When</b>		
<b>Citizen Presentation</b>	<input type="checkbox"/>	<b>Yes</b>	<input checked="" type="checkbox"/>	<b>No</b>	<b>Name</b>		
	<b>Workshop</b>	<input checked="" type="checkbox"/>	<b>Formal Agenda</b>		<input checked="" type="checkbox"/>	<b>Consent</b>	<b>Individual Consideration</b>

**Summary:** This is for the purchase of a 2005 International Truck with a Vactor truck mounted jet/vacuum unit. It is currently scheduled for replacement in 2005 as identified by the annual review of the fleet replacement committee.

**Budget:** The Fleet Division has sufficient funds budgeted in the 2005 Fleet annual replacement budget for the replacement of unit #2012 a 1996 International Vactor truck. Boyle Equipment has offered a fair trade-in value of \$50,000.00 for the City's existing truck. The total purchase price of the replacement truck is \$256,543.75 less \$50,000 trade for a final cost of \$206,543.75.

**Action Requested/Recommendation:** Authorize the City Purchasing Manager to purchase a 2005 International Truck with a Vactor truck mounted jet/vacuum unit from Boyles Equipment Company of Colorado, Commerce City, CO in the amount of \$206,543.75.

**Background Information:** The State of Colorado award has provisions for local government to purchase off of their contract. The Colorado Department of Transportation competitively bid and awarded the International Truck and a Vactor truck mounted jet/vacuum unit for 2004/2005. The award number is #76521 HAA 01M. The City Fleet Manager and the City Purchasing Manager agree with this recommendation.

**Attach 5**

Setting a Hearing Submitting the Questions of a Cable TV Franchise to the Electors of the City of Grand Junction

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
<b>Subject</b>	Cable Television Franchise Agreement						
<b>Meeting Date</b>	05 January 2005						
<b>Date Prepared</b>	28 December 2004			<b>File #</b>			
<b>Author</b>	John Shaver, City Attorney & David Varley, ACM						
<b>Presenter Name</b>	John Shaver, City Attorney & David Varley, ACM						
<b>Report results back to Council</b>		No		Yes	When		
<b>Citizen Presentation</b>		Yes		No	Name		
	Workshop			Formal Agenda	X	Consent	Individual Consideration

**Summary:** City Council has discussed and directed the staff to proceed with formalizing a franchise agreement with Bresnan Communications. This is the first reading of the franchise agreement proposed to be on the ballot at the April 2005 City election.

**Action Requested/Recommendation:** Request Council approval of first reading for the cable television franchise agreement and order publication in pamphlet form.

**Attachments:** Proposed cable television franchise agreement with Bresnan Communications, LLC.

**Background Information:** Over the past few years the City Council has discussed developing a franchise agreement with our local cable television provider, Bresnan Communications. Council has discussed the various elements that could be contained in a franchise agreement and has reviewed the provisions found in proposed agreement. Council directed staff to meet with Bresnan to finalize an agreement. That meeting occurred on December 28, 2004.

The proposed franchise agreement is consistent with the draft reviewed by Council on December 13, 2004. City staff and Bresnan Communications recommend that the Council approve the proposed draft.

Any franchise agreement must be approved by the voters. In order for the franchise question to be on the April 2005 election. The second reading can not be earlier than 60 days after its introduction nor until the ordinance has been published not less than once a week for 6 weeks. Second reading will be scheduled accordingly.



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE GRANTING A FRANCHISE BY THE CITY OF GRAND JUNCTION TO BRESNAN COMMUNICATIONS LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR THE RIGHT TO FURNISH, SELL AND DISTRIBUTE CABLE TELEVISION SERVICES TO THE CITY AND TO ALL PERSONS, BUSINESSES AND INDUSTRY WITHIN THE CITY AND THE RIGHT TO ACQUIRE, CONSTRUCT, INSTALL, LOCATE, MAINTAIN, OPERATE AND EXTEND INTO, WITHIN AND THROUGH SAID CITY ALL FACILITIES REASONABLY NECESSARY TO FURNISH CABLE TELEVISION SERVICES AND THE RIGHT TO MAKE REASONABLE USE OF ALL STREETS AND OTHER PUBLIC PLACES AND EASEMENTS AS MAY BE NECESSARY; AND FIXING THE TERMS AND CONDITIONS THEREOF.

**BRESNAN COMMUNICATIONS  
AND  
THE CITY OF GRAND JUNCTION, COLORADO**

**CABLE FRANCHISE AGREEMENT**

**SECTION 1. DEFINITIONS AND EXHIBITS**

**(A) DEFINITIONS**

For the purposes of this Franchise, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory.

1.1 "Affiliate," when used in connection with Grantee, means any Person who owns or controls, is owned or controlled by, or is under common ownership or control with, Grantee.

1.2 "Bad Debt" means amounts lawfully billed to a Subscriber and owed by the Subscriber for Cable Service and accrued as revenues on the books of Grantee, but not collected after reasonable efforts have been made by Grantee to collect the charges.

1.4 "Basic Service" means any Cable Service Tier which includes, at a minimum, the retransmission of local television Broadcast Signals and local Access programming.

1.5 "Broadcast Signal" means a television or radio signal transmitted over the air to a wide geographic audience, and received by a Cable System by antenna, microwave, satellite dishes or any other means.

1.6 "Cable Act" means the Title VI of the Communications Act of 1934, as amended and codified at 47 U.S.C. § 151, *et seq.*

1.7 "Cable Internet Service" means any Cable Service offered by Grantee whereby Persons receive access to the Internet through the Cable System.

1.8 "Cable Operator" means any Person or groups of Persons, including Grantee, who provide(s) Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest

in such Cable System or who otherwise control(s) or is (are) responsible for, through any arrangement, the management and operation of such a Cable System.

1.9 "Cable Service" means the one-way transmission to Subscribers of video programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

1.10 "Cable System" means any facility including Grantee's, consisting of a set of closed transmissions paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any Right-of-Way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Federal Communications Act (47 U.S.C. 201 et seq.), except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) (47 U.S.C. 541(c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with federal statutes; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

1.11 "Channel" means a portion of the electromagnetic frequency spectrum which is used in the Cable System and which is capable of delivering a television channel (as television channel is defined by the FCC by regulation).

1.12 "City" is the City of Grand Junction, Colorado, a body politic and corporate under the laws of the State of Colorado, and all of the area within its boundaries, as such may change from time to time, and any of its legally established enterprises.

1.13 "City Council" means the Grand Junction City Council, or its successor, the governing body of the City of Grand Junction, Colorado.

1.14 "Commercial Subscribers" means any Subscribers other than Residential Subscribers.

1.15 "Demarcation Point" means the patch panel, termination block or other termination device provided by the Grantee, if any, located within each I-Net site, which represents the interface between the I-Net and the Qualified I-Net User's local network or end user electronics. In all cases the Demarcation Point will be clearly marked as such by Grantee, and will provide an identifiable interface for the end user electronics.

1.16 "Designated Access Provider" means the entity or entities designated now or in the future by the City to manage or co-manage Access Channels and facilities. The City may be a Designated Access Provider.

1.17 "Director of Cable Services" means the person designated by the City Manager who is responsible for the City's administrative affairs arising out of or under this franchise.

1.18 "Downstream" means carrying a transmission from the Headend to remote points on the Cable System or to Interconnection points on the Cable System.

1.19 "Dwelling Unit" means any building, or portion thereof, that has independent living facilities, including provisions for cooking, sanitation and sleeping, and that is designed for residential occupancy. Buildings with more than one set of facilities for cooking shall be considered Multiple Dwelling Units unless the additional facilities are clearly accessory.

1.20 "Expanded Basic Service" means the Tier of optional video programming services, which is the level of Cable Service above Basic Service, and does not include Premium Services.

1.21 "FCC" means the Federal Communications Commission.

1.22 "Fiber Optic" means a transmission medium of optical fiber cable, along with all associated electronics and equipment, capable of carrying Cable Service or Institutional Network service by means of electric light wave impulses.

1.23 "Franchise" means the document in which this definition appears, *i.e.*, the contractual agreement, executed between the City and Grantee, containing the specific provisions of the authorization granted to use the streets, alleys, public places, or other Rights of Way of the City, including references, specifications, requirements and other related matters.

1.24 "Franchise Area" means the area within the jurisdictional boundaries of the City, including any areas annexed by the City during the term of this Franchise.

1.25 "Franchise Fee" means any fee or assessment of any kind imposed by a franchising authority or other governmental entity on the Grantee or a cable subscriber or both solely because of their status as such. The term franchise fee does not include: any tax, fee or assessment of general applicability (including any such tax, fee or assessment imposed on both utilities and cable operators or their services but not including a tax, fee or assessment which is unduly discriminatory against cable operators or cable subscribers); access capital costs which are required under this agreement to be incurred by Grantee for public, educational or governmental access facilities; requirements or charges incidental to the awarding or enforcing of the franchise, including but not limited to, payments for bonds, letters of credit, insurance, indemnification, penalties or liquidated damages; or any fee imposed under Title 17 of the United States Code.

1.26 "GAAP" means generally accepted accounting principles.

1.27 "Generally Applicable" means, when referenced to ordinances, laws, or regulations, legal obligations that are applied generally and not limited solely to Grantee.

1.28 "Grantee" means BRESNAN COMMUNICATIONS or its lawful successor, transferee or assignee.

1.29 "Gross Revenues" means any and all revenue received by the Grantee, or by any other entity that is a Cable Operator of the Grantee's Cable System, which may include Affiliates of Grantee from the operation of the Grantee's Cable System to provide Cable Services in the Franchise Area. Gross Revenues include, by way of illustration and not limitation, monthly fees charged Subscribers for Basic Service; any expanded Tiers of Cable Service; optional Premium Services; installation, disconnection, reconnection and change-in-service fees; Leased Access Channel fees; remote control rental fees; all Cable Service lease payments from the Cable System; late fees and administrative fees; fees, payments or other consideration received by the Grantee from programmers for carriage of programming on the Cable System and accounted for as revenue under GAAP; revenues from rentals or sales of converters or other Cable System equipment used to receive Cable Service; advertising revenues; the fair market value of consideration received by the Grantee for use of the Cable System to provide Cable Service and accounted for as revenue under GAAP; revenues from program guides; revenue from data transmissions to the extent these transmissions are considered Cable Services under federal law; additional outlet fees; revenue from Cable Internet Service to the extent this service is considered a Cable Service under federal law; Franchise fees; revenue from interactive services to the extent they are considered Cable Services under federal law; revenue from the sale or carriage of other Cable Services on the Cable System; and revenue from home shopping, bank-at-home Channels and other revenue-sharing arrangements. Gross Revenues shall include revenue received by any entity other than the Grantee where necessary to prevent evasion or avoidance of the obligation under this Franchise to pay the Franchise fees. Gross Revenues shall not include (i) to the extent consistent with GAAP, Bad Debt; provided, however, that all or part of any such Bad Debt that is written off but subsequently collected shall be included in Gross Revenues in the period collected; or (ii)

any taxes on services furnished by the Grantee which are imposed directly on any Subscriber or user by the State, City or other governmental unit and which are collected by the Grantee on behalf of said governmental unit. The Franchise fee is not such a tax.

The parties intend for the definition of Gross Revenues to be as inclusive as possible consistent with existing applicable law. If there is a change in federal law subsequent to the Effective Date of this Franchise, such change shall not impact this Gross Revenues definition unless the change specifically preempts the affected portion of the definition above.

1.30 "Headend" means any facility for signal reception and dissemination on a Cable System, including cables, antennas, wires, satellite dishes, monitors, switchers, modulators, and processors for Broadcast Signals.

1.31 "Leased Access Channel" means any Channel or portion of a Channel of the Cable System available to the public in a manner consistent with 47 U.S.C. § 532 for commercial use by Persons other than Grantee, for a fee or charge.

1.32 "Node" means an exchange point in the signal distribution system portion of the Cable System, where optical signals are converted to RF signals.

1.33 "PEG Access Channel" means any Channel, or portion thereof, designated for PEG Access purposes or otherwise made available to facilitate or transmit PEG Access programming or services.

1.34 "Public, Educational, and Governmental Access" or "PEG Access" means the availability of Channel capacity on the Cable System for noncommercial use by various agencies, institutions, organizations, groups and individuals in the community, including the City and its designees, including, but not limited to:

a. "Public Access" means Access where community-based, noncommercial organizations, groups or individual members of the general public, on a nondiscriminatory basis, are the primary users.

b. "Educational Access" means Access where schools are the primary users having editorial control over programming and services. For purposes of this definition, "school" means any State-accredited educational institution, public or private, including, for example, primary and secondary schools, colleges and universities.

c. "Government Access" means Access where governmental institutions or their designees are the primary users having editorial control over programming and services.

1.35 "Person" means any individual, sole proprietorship, partnership, association, or corporation, or any other form of entity or organization.

1.36 "Premium Service" means programming choices (such as movie Channels, pay-per-view programs, or video on demand) offered to Subscribers on a per-Channel, per-program or per-event basis.

1.37 "Residential Subscriber" means any Person who receives Cable Service delivered to Dwelling Units or Multiple Dwelling Units, excluding those billed on a bulk-billing basis.

1.38 "Right-of-Way" means each of the following which have been dedicated to the public or are hereafter dedicated to the public and maintained under public authority or by others and located within the Franchise Area: streets, roadways, highways, avenues, lanes, alleys, bridges, sidewalks, easements, rights-of-way and similar public property and areas.

1.39 "State" means the State of Colorado.

1.40 "Subscriber" means any Person who or which elects to subscribe to, for any purpose, Cable Service provided by Grantee by means of or in connection with the Cable System and whose premises are physically wired and lawfully Activated to receive Cable Service from Grantee's Cable System.

1.41 "Subscriber Network" means that portion of the Cable System used primarily by Grantee in the transmission of Cable Services to Residential Subscribers.

1.42 "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received (as provided in 47 U.S.C. Section 153(43)).

1.43 "Telecommunications Service" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used (as provided in 47 U.S.C. Section 153(46)).

1.44 "Tier" means a group of Channels for which a single periodic subscription fee is charged.

1.45 "Two-Way" means capable of providing both Upstream and Downstream transmissions.

1.46 "Upgrade" means an improvement in channel capacity or other technical aspect of the Cable System capacity, which may be accomplished with or without a rebuild of the System

1.47 "Upstream" means carrying a transmission to the Headend from remote points on the Cable System or from Interconnection points on the Cable System.

## **SECTION 2. GRANT OF FRANCHISE**

### **2.1 Grant**

(A) The City as franchising authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct, and operate, maintain, reconstruct, rebuild and Upgrade a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Franchise Area, for the purpose of providing Cable Service subject to the terms and conditions set forth in this Franchise and in any prior utility use agreements entered into with regard to individual property. This Franchise shall constitute both a right and an obligation to provide the Cable Services required by, and to fulfill the obligations set forth in, the provisions of this Franchise.

(B) Nothing in this Franchise shall be deemed to waive the lawful requirements of any generally applicable City ordinance or Charter provision existing as of the Effective Date, as defined in subsection 2.3 (A).

(C) Each and every term, provision or condition herein is subject to applicable State, federal and City law, and the ordinances and regulations enacted pursuant thereto. Notwithstanding the foregoing, the City may not unilaterally alter the material rights and obligations of Grantee under this Franchise.

(D) This Franchise shall not be interpreted to prevent the City from imposing additional lawful conditions, including additional compensation conditions for use of the Rights-of-Way, should Grantee provide service other than Cable Service.

(E) Grantee promises and guarantees, as a condition of exercising the privileges granted by this Franchise, that any Person who is a Cable Operator of this Cable System in the Franchise Area, or directly involved in the management or operation of the Cable System in the Franchise Area, will also comply with the terms and conditions of this Franchise.

(F) No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

(1) Any other permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the ordinances and laws of the City;

(2) Any permit, agreement, or authorization required by the City for Right-of-Way users in connection with operations on or in Rights-of-Way or public property including, by way of example and not limitation, street cut permits; or

(3) Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.

(G) This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the City has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide the Grantee with any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

(H) This Franchise does not authorize or prohibit Grantee to provide Telecommunications Service, or to construct, operate or maintain Telecommunications facilities. This Franchise is not a bar to imposition of any lawful conditions on Grantee with respect to Telecommunications, whether similar, different or the same as the conditions specified herein. This Franchise does not relieve Grantee of any obligation it may have to obtain from the City an authorization to provide Telecommunications Services, or to construct, operate or maintain Telecommunications facilities, or relieve Grantee of its obligation to comply with any such authorizations that may be lawfully required.

## **2.2 Use of Rights-of-Way**

(A) Subject to the City's supervision and control, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Rights-of-Way within the City such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of a Cable System within the City.

(B) Grantee must follow City-established requirements for placement of Cable System facilities in Rights-of-Way, including the specific location of facilities in the Rights-of-Way, and must in any event install Cable System facilities in a manner that minimizes interference with the use of the Rights-of-Way by others, including others that may be installing communications facilities. Within limits reasonably related to the City's role in protecting public health, safety and welfare, the City may require that Cable System facilities be installed at a particular time, at a specific place or in a particular manner as a condition of access to a particular Right-of-Way; may deny access if Grantee is not willing to comply with City's lawful requirements; and may require Grantee at its cost to remove any facility that is not installed in compliance with the requirements lawfully established by the City, and may require Grantee to cooperate with others to minimize adverse impacts on the Rights-of-Way through joint trenching and other arrangements.

## **2.3 Effective Date and Term of Franchise**

(A) This Franchise and the rights, privileges and authority granted hereunder shall take effect on May \_\_, 2005 (the "Effective Date"), and shall terminate on May \_\_, 2015 unless terminated sooner as hereinafter provided. The term shall be automatically extended for an additional five years for a total of 15 years upon the Grantee's successful completion of the initial ten-year term of the Franchise.

(B) The grant of this Franchise shall have no effect on the Grantee's duty under the Charter or any prior ordinance(s) and all amendments thereto in effect prior to the Effective Date of this Franchise.

#### **2.4 Franchise Nonexclusive**

This Franchise shall be nonexclusive and subject to all prior rights, interests, easements or licenses granted by the City to any Person to use any property, Right-of-Way, right, interest or license for any purpose whatsoever, including the right of the City to use same for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. The City may at any time grant authorization to use the Rights-of-Way for any purpose not incompatible with Grantee's authority under this Franchise and for such additional franchises for Cable Systems as the City deems appropriate.

#### **2.5 Police Powers**

(A) Grantee's rights hereunder are subject to the police powers of the City to adopt and enforce ordinances necessary to the safety, health, and welfare of the public, and Grantee agrees to comply with all laws and ordinances of general applicability enacted, or hereafter enacted, by the City or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. The City shall have the right to adopt, from time to time, such Generally Applicable ordinances as may be deemed necessary in the exercise of its police power; provided that such ordinances shall be reasonable and not destructive of the rights granted in this Franchise.

(B) The City reserves the right to exercise its police powers, notwithstanding anything in this Franchise to the contrary, and any conflict between the provisions of this Franchise and any other present or future lawful exercise of the City's police powers shall be resolved in favor of the latter.

#### **2.6 Grant of Other Franchises**

In the event the City enters into a franchise, permit, license, authorization or other agreement of any kind with any other Person or entity other than the Grantee to enter into the City's Rights-of-Way for the purpose of constructing or operating a Cable System or providing Cable Service to any part of the Franchise Area, in which the Grantee is actually providing Cable Service under the terms and conditions of this Franchise or is required to extend Cable Service to under the provisions of this Franchise, the material provisions thereof, in the reasonable discretion of the City, shall be reasonably comparable to those contained herein, in order that one operator not be granted an unfair competitive advantage over another.

#### **2.7 Familiarity with Franchise**

The Grantee and the City each acknowledges and warrants by acceptance of the rights, privileges and agreements granted herein, that it has carefully read and fully comprehends the terms and conditions of this Franchise and is willing to and does accept all lawful and reasonable risks of the meaning of the provisions, terms and conditions herein.

#### **2.8 Effect of Acceptance**

By accepting the Franchise, the Grantee: (1) acknowledges and accepts the City's legal right to issue and enforce the Franchise; (2) accepts and agrees to comply with each and every provision of this Franchise subject to applicable law; and (3) agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law, as existed on the effective date of this Franchise, and that it will not raise any claim to the contrary.

### **SECTION 3. FRANCHISE FEE PAYMENT AND FINANCIAL CONTROLS**

### **3.1 Franchise Fee**

(A) As compensation for the benefits and privileges granted under this Franchise and in consideration of permission to use the City's Rights-of-Way, Grantee shall pay as a Franchise fee to the City, throughout the duration of this Franchise, an amount equal to two and one-half (2.5%) percent of Grantee's annual Gross Revenues. Accrual of such Franchise fee shall commence as of the Effective Date of this Franchise.

(B) The City recognizes that, in the future, Grantee may allocate revenue between Cable Services (which are subject to the Franchise fee) and non-Cable Services (which are not subject to the Franchise fee but may be subject to other fees and/or taxes), when these two types of service are bundled together in a discounted package offered to Subscribers. Due to the ambiguities that currently exist both in the business and regulatory environment on this issue, the City and the Grantee hereby reserve all rights, claims, defenses and remedies regarding the City's authority to impose and/or enforce requirements related to the revenue allocation methodology to be used when Cable Services and non-Cable Services are offered to Subscribers in a discounted package, for the purpose of calculating Franchise fee payments.

Further, in the event that the City believes that Grantee has unlawfully, unfairly, or in violation of this Franchise allocated revenue between Cable Services and non-Cable Services for the purpose of calculating Franchise fee payments, the City and the Grantee shall meet upon advance notice from the City to discuss the allocation methodology. If the City and the Grantee cannot agree on the matter within a reasonable period of time, the City and Grantee shall submit the matter to a mutually agreeable third party for mediation. The cost of the mediation shall be shared equally between the City and the Grantee. If the mediation is unsuccessful or if the City and the Grantee are unable to mutually agree on a mediator, then either the City or the Grantee can bring the matter to a court of competent jurisdiction, or pursue any other remedies available to them in this Franchise or by law.

### **3.2 Payments**

In accordance with the Cable Act, the 12-month period applicable under the Franchise for the computation of the Franchise fee shall be a calendar year. The Franchise fee payment shall be payable quarterly. Each payment shall be due and payable no later than sixty (60) days after the end of the preceding calendar quarter.

### **3.3 Acceptance of Payment and Recomputation**

No acceptance of any payment shall be construed as an accord by the City that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the City may have for further or additional sums payable or for the performance of any other obligation of Grantee.

### **3.4 Annual Franchise Fee Reports**

Grantee shall, with each Franchise fee payment, furnish to the City a statement stating the total amount of Gross Revenues for the year and all payments, deductions and computations for the period. Such statement shall be signed by the General Manager or a financial officer or controller of Grantee, stating that it accurately reflects the Gross Revenues of the Grantee prior to submission to the City.

### **3.5 Audits**

Upon thirty (30) days prior written notice, the City, including the City's Auditor or his/her authorized representative, shall have the right, no more often than once annually, to conduct an independent audit of Grantee's records reasonably related to the administration or enforcement of this Franchise, in accordance with GAAP. If the audit shows that Franchise fee payments have been underpaid by five percent (5%) or more, Grantee shall pay the total cost of the audit, such cost not to exceed two thousand



dollars (\$2,000). The City's right to audit and the Grantee's obligation to retain records related to a Franchise fee audit shall expire three (3) years after each Franchise fee payment has been made to the City.

### **3.6 Late Payments**

In the event any payment due annually is not received within sixty (60) days from the end of the calendar year, Grantee shall pay interest on the amount due (at the prime rate as listed in the Wall Street Journal on the date the payment was due compounded annually), calculated from the date the payment was originally due until the date the City receives the payment.

### **3.7 Underpayments**

If a net Franchise fee underpayment is discovered as the result of an audit, Grantee shall pay interest at the rate of eight percent (8%) per annum, compounded annually, calculated from the date each portion of the underpayment was originally due until the date Grantee remits the underpayment to the City.

### **3.8 Alternative Compensation**

In the event the obligation of Grantee to compensate the City through Franchise fee payments is lawfully suspended or eliminated, in whole or part, then Grantee shall pay to the City compensation equivalent to the compensation paid to the City by other similarly situated users of the City's Rights-of-Way for Grantee's use of the City's Rights-of-Way, provided that in no event shall such payments exceed the equivalent of five percent (5%) of Grantee's Gross Revenues (subject to the other provisions contained in this Franchise).

### **3.9 Maximum Legal Compensation**

The parties acknowledge that, at present, applicable Federal law limits the City to collecting a maximum permissible franchise fee of five percent (5%) of annual Gross Revenues. In the event that at any time during the duration of this Franchise Agreement, this maximum permissible franchise fee is increased, the City may by ordinance, upon giving the public the opportunity to comment, increase the franchise fee, provided that the maximum permissible franchise fee does not exceed seven percent (7%), and provided that the City shall not increase the franchise fee percentage more than one-half of one percent in any one 12-month period, and further provided that the increase in the franchise fee percentage shall not go into effect until one hundred twenty (120) days after written notice is given to Grantee by the City of such amendment.

### **3.10 Additional Commitments Not Franchise Fee Payments**

No term or condition in this Franchise shall in any way modify or affect Grantee's obligation to pay Franchise fees. Although the total sum of Franchise fee payments and additional commitments set forth elsewhere in this Franchise may total more than five percent (5%) of Grantee's Gross Revenues in any twelve (12) month period, Grantee agrees that the additional commitments herein are not Franchise fees as defined under any federal law in effect, as of the Effective Date of this Franchise, nor are they to be offset or credited against any Franchise fee payments due to the City, nor do they represent an increase in Franchise fees to be passed through to Subscribers pursuant to any federal law.

### **3.11 Tax Liability**

Subject to applicable law, the Franchise fees shall be in addition to any and all taxes or other levies or assessments which are now or hereafter required to be paid by businesses in general by any law of the City, the State or the United States including, without limitation, sales, use and other taxes, business license fees or other payments. Payment of the Franchise fees under this Franchise shall not exempt Grantee from the payment of any other license fee, permit fee, tax or charge on the business, occupation, property or income of Grantee that may be lawfully imposed by the City. Any other license fees, taxes or charges shall

be of general applicability in nature and shall not be levied against Grantee solely because of its status as a Cable Operator, or against Subscribers, solely because of their status as such.

### **3.12 Financial Records**

Grantee agrees to meet with a representative of the City upon request to review Grantee's methodology of record-keeping, the computing of Franchise fee obligations and other procedures, the understanding of which the City deems necessary for reviewing reports and records.

### **3.13 Payment on Termination**

If this Franchise terminates for any reason, the Grantee shall file with the City within ninety (90) calendar days of the date of the termination, a revenue statement in accordance with Section 3.4, showing the Gross Revenues received by the Grantee since the end of the previous fiscal year. At the time Grantee submits its revenue statement to the City, Grantee shall also submit a statement of the amounts owed and payment therefore. Acceptance of payment by City shall not operate as a waiver of any disputed amounts claimed owed. .

## **SECTION 4. ADMINISTRATION AND REGULATION**

### **4.1 Authority**

(A) The City shall reasonably regulate the exercise of the privileges permitted by this Franchise in the public interest. The City may delegate that power and right, or any part thereof, in its sole discretion, to the extent permitted under State and local law, provided, however, Grantee shall have the right of appeal to the legislative body of the City any adverse determination made by a delegate of the City.

(B) Nothing in this Franchise shall limit nor expand the City's right of eminent domain under State law.

### **4.2 Rates and Charges**

All of Grantee's rates and charges related to or regarding Cable Services shall be subject to regulation by the City to the full extent authorized by applicable federal, State and local laws.

### **4.3 Rate Discrimination**

All of Grantee's rates and charges shall be published (in the form of a publicly-available rate card) and be non-discriminatory as to all Persons and organizations of similar classes, under similar circumstances and conditions. Grantee shall apply its rates in accordance with governing law, with identical rates and charges for all Subscribers receiving identical Cable Services, without regard to race, color, ethnic or national origin, religion, age, sex, sexual orientation, marital, military or economic status, or physical or mental disability or geographic location within the City. Grantee shall offer the same Cable Services to all Residential Subscribers at identical rates and to Multiple Dwelling Unit Subscribers as authorized by FCC rules. Grantee shall permit Subscribers to make any lawful in-residence connections the Subscriber chooses without additional charge nor penalty to the Subscriber therefor. However, if any in-home connection requires service from Grantee due to signal quality, signal leakage or other factors, caused by improper installation of such in-home wiring or faulty materials of such in-home wiring, the Subscriber may be charged reasonable service charges by Grantee. Nothing herein shall be construed to prohibit:

(A) The temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns; or

(B) The offering of reasonable discounts to senior citizens or economically disadvantaged citizens; or

(C) The offering of rate discounts for Cable Service; or

(D) The Grantee from establishing different and nondiscriminatory rates and charges and classes of service for Commercial Subscribers, as allowable by federal law and regulations.

#### **4.4 Filing of Rates and Charges**

(A) Throughout the term of this Franchise, Grantee shall maintain on file with the City a complete schedule of applicable rates and charges for Cable Services provided under this Franchise. Nothing in this subsection shall be construed to require Grantee to file rates and charges under temporary reductions or waivers of rates and charges in conjunction with promotional campaigns. As used in this subsection, no rate or charge shall be considered temporary if Subscribers have the ability over a period greater than twelve (12) consecutive months (or such other period as may be approved by the City) to purchase Cable Services at such rate or charge.

(B) Upon written request of the City, Grantee shall provide a complete schedule of current rates and charges for Leased Access Channels, or portions of such Channels, provided by Grantee. The schedule shall include a description of the price, terms, and conditions established by Grantee for Leased Access Channels.

#### **4.5 Cross Subsidization**

Grantee shall comply with all applicable laws regarding rates for Cable Services and all applicable laws covering issues of cross subsidization.

#### **4.6 Reserved Authority**

The Grantee and the City each reserve all rights and authority arising from the Cable Act and any other relevant provisions of federal, State, or local law.

#### **4.7 Time Limits Strictly Construed**

Whenever this Franchise sets forth a time for any act to be performed by Grantee, such time shall be deemed to be of the essence, and any failure of Grantee to perform within the allotted time may be considered a material breach of this Franchise, and sufficient grounds for the City to invoke any relevant remedy.

#### **4.8 Franchise Amendment Procedure**

Either party may at any time seek an amendment of this Franchise by so notifying the other party in writing. Within thirty (30) days of receipt of notice, the City and Grantee shall meet to discuss the proposed amendment(s). If the parties reach a mutual agreement upon the suggested amendment(s), such amendment(s) shall be submitted to the City Council for its approval. If so approved by the City Council, and the Grantee, then the amendment(s) shall, referred to the electorate pursuant to paragraph 119 of the City Charter.

#### **4.9 Performance Evaluations**

(A) The City may hold performance evaluation sessions within thirty (30) days of the triennial anniversary dates of the Effective Date of this Franchise. All such evaluation sessions shall be conducted by the City.

(B) Special evaluation sessions may be held at any time by the City during the term of this Franchise upon reasonable prior written notice to Grantee.

(C) All evaluation sessions shall be open to the public and announced at least two (2) weeks in advance in a newspaper of general circulation in the City.

(D) Topics which may be discussed at any evaluation session may include, but are not limited to, those matters over which this Franchise and/or applicable law gives the City regulatory control or authority, provided that nothing in this subsection shall be construed as requiring the renegotiation of this Franchise.

(E) During evaluations under this subsection, Grantee shall fully cooperate with the City and shall provide such information and documents as the City may reasonably require to perform the evaluation.

#### **4.10 Late Fees**

(A) For purposes of this subsection, any assessment, charge, cost, fee or sum, however characterized, that the Grantee imposes upon a Subscriber solely for late payment of a bill is a late fee and shall be applied in accordance with applicable law.

(B) Nothing in this subsection shall be deemed to create, limit or otherwise affect the ability of the Grantee, if any, to impose other assessments, charges, fees or sums other than those permitted by this subsection, for the Grantee's other services or activities it performs in compliance with applicable law, including FCC law, rule or regulation.

(C) The Grantee's late fee and disconnection policies and practices shall be nondiscriminatory and such policies and practices, and any fees imposed pursuant to this subsection, shall apply equally in all parts of the City without regard to the neighborhood or income level of the Subscriber.

#### **4.11 Force Majeure**

In the event Grantee is prevented or delayed in the performance of any of its obligations under this Franchise by reason beyond the control of Grantee, Grantee shall have a reasonable time, under the circumstances, to perform the affected obligation under this Franchise or to procure a substitute for such obligation which is reasonably satisfactory to the City. Those conditions which are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions which have a direct and substantial impact on the Grantee's ability to provide Cable Services in the City and which was not caused and could not have been avoided by the Grantee using its reasonable best efforts in its operations to avoid such results.

If Grantee believes that a reason beyond its control has prevented or delayed its compliance with the terms of this Franchise, Grantee shall provide documentation as reasonably required by the City to substantiate the Grantee's claim. If Grantee has not yet cured the deficiency, Grantee shall also provide the City with its proposed plan for remediation, including the timing for such cure. To the extent any non-performance is the result of any *force majeure* condition, Grantee shall not be held in default nor suffer any penalty as a result.

## SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS

### 5.1 Indemnification

(A) General Indemnification. Grantee shall indemnify, defend and hold the City, its officers, officials, boards, commissions, and employees, harmless from any action or claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and attorneys' fees or expenses, arising from any casualty or accident to Person or property, including, without limitation, copyright infringement, defamation, and all other damages in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, reconstruction, or any other act done under this Franchise, by or for Grantee, or by its agents, or its employees, or by reason of any neglect or omission of Grantee. Grantee shall reasonably consult and cooperate with the City while conducting its defense of the City. Grantee shall not be required to provide indemnification for programming cable cast over the PEG Access Channel.

(B) Indemnification for Relocation. Grantee shall indemnify the City for any damages, claims, additional costs or expenses assessed against, or payable by, the City arising out of, or resulting from Grantee's failure to remove, adjust or relocate any of its facilities in the Rights-of-Way in a timely manner in accordance with any relocation required by the City.

(C) Additional Circumstances. Grantee shall also indemnify, defend and hold the City harmless for any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and attorneys' fees or expenses in any way arising out of:

(1) The lawful actions of the City in granting this Franchise to the extent such actions are consistent with this Franchise and applicable law;

(2) Damages arising out of any failure by Grantee to secure consents from the owners, authorized distributors, or licensees/licensors of programs to be delivered by the Cable System, whether or not any act or omission complained of is authorized, allowed or prohibited by this Franchise.

(D) Procedures and Defense. If a claim or action arises, the City or any other indemnified party shall promptly tender the defense of the claim to Grantee, which defense shall be at Grantee's expense. The City may participate in the defense of a claim in which it is named, at its own cost. Grantee may not agree to any settlement of claims affecting the City without the City's approval.

(E) Non-waiver. The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this subsection.

(F) Expenses. If separate representation to fully protect the interests of both parties is necessary, such as arising from a conflict of interest between the City and the counsel selected by Grantee to represent the City, after all reasonable measures have been taken to prevent the necessity of hiring separate counsel for the City, then the Grantee shall pay all reasonable expenses incurred by the City in defending itself with regard to any action, suit or proceeding indemnified by Grantee. The City's expenses shall include all reasonable out-of-pocket expenses, such as consultants' fees, and shall also include the reasonable value of any services rendered by the City Attorney or his/her assistants or any employees of the City but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by Grantee.

### 5.2 Insurance

(A) Grantee shall maintain in full force and effect at its own cost and expense each of the following policies of insurance coverage:

(1) Commercial General Liability insurance with limits of no less than one million dollars (\$1,000,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate. Coverage shall be at least as broad as that provided by ISO CG 00 01 1/96 or its equivalent and include severability of interests. Such insurance shall name the City, its officers, officials and employees as additional insureds per ISO CG 2026 or its equivalent. There shall be a waiver of subrogation and rights of recovery against the City, its officers, officials and employees. Coverage shall apply as to claims between insureds on the policy, if applicable.

(2) Commercial Automobile Liability insurance with minimum combined single limits of one million dollars (\$1,000,000.00) each occurrence and one million dollars (\$1,000,000.00) aggregate with respect to each of Grantee's owned, hired and non-owned vehicles assigned to or used in the operation of the Cable System in the City. The policy shall contain a severability of interests' provision.

(B) A certificate of insurance shall be provided to the City stating that the policy or policies shall not be canceled or materially changed so as to be out of compliance with these requirements without thirty (30) days written notice first provided to the City, via certified mail, and ten (10) days notice for nonpayment of premium. If the insurance is canceled or materially altered so as to be out of compliance with the requirements of this subsection within the term of this Franchise, Grantee shall provide replacement coverage. Grantee agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required, for the duration of this Franchise.

### **5.3 Deductibles / Certificate of Insurance**

Any deductible of the policies shall not in any way limit Grantee's liability to the City.

(A) Deductibles.

(1) The City, its officers, officials, boards, commissions, and employees shall be covered as, and have the rights of, additional insureds with respect to liability arising out of activities performed by or for which Grantee has assumed responsibility herein.;

(2) Grantee's insurance coverage shall be primary insurance with respect to the City, its officers, officials, boards, commissions, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, boards, commissions, and employees shall be in excess of the Grantee's insurance and shall not contribute to it; and

(3) Grantee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

(B) Acceptability of Insurers. The insurance obtained by Grantee shall be placed with insurers with a Best's rating of no less than "A-."

(C) Verification of Coverage. The Grantee shall furnish the City with certificate of insurance reflecting blanket additional insured status. The certificate is to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificate is to be on standard forms or such forms as are consistent with standard industry practices.

(D) Self-Insurance. In the alternative to providing a certificate of insurance to the City certifying insurance coverage as required above, Grantee may provide self-insurance in the same amount and level of protection for Grantee and City, its officers, and employees as otherwise required under this Section. The adequacy of self-insurance shall be subject to the periodic review and approval of the City.

## **5.4 Construction Bond**

(A) Within 30 days of commencement of an Upgrade of the Cable System or other work in the right of way, Grantee shall provide and maintain in effect a construction bond in an amount no less than twenty five thousand dollars (\$25,000) to secure completion any and all work. Upon the successful completion of the Upgrade, the City shall release or return the bond within ten (10) business days of receipt of written request, either by signing a release form or returning the bond itself.

(B) The Construction Bond may be drawn on by City for damages relating to the System Upgrade construction. Any such draw shall be conducted according to the procedures of Section 14, including that Grantee has received written notice and thirty (30) days after receipt of notice to cure any material violations before any payment.

(C) Within thirty (30) days after notice to Grantee that any amount has been withdrawn by the Grantee from the bond pursuant to Section 14, Grantee shall restore the bond to its original amount.

(D) Grantee shall have the right to appeal to the City Council for reimbursement in the event Grantee believes that the bond was drawn upon improperly. Grantee shall also have the right of judicial appeal if Grantee believes the bond has not been properly drawn upon in accordance with this Franchise. Any amounts the City erroneously or wrongfully withdraws from the bond shall be returned to Grantee with interest, from the date of withdrawal at a rate equal to the prime rate of interest as quoted in the Wall Street Journal on the date the funds were withdrawn.

(E) Maintenance of the requisite construction bond shall not in any way limit the liability of the Grantee for any failure to fully perform its obligations under this Franchise Agreement.

## **SECTION 6. CUSTOMER SERVICE**

### **6.1 Customer Service Standards**

Grantee shall comply with Customer Service Standards promulgated by the FCC as well as any applicable customer service standards lawfully adopted of the City, as the same may be amended from time to time by the City Council acting by ordinance. Grantee reserves the right to challenge any customer service ordinance that it believes is inconsistent with its contractual rights under this Franchise.

### **6.2 Subscriber Privacy**

Grantee shall fully comply with any provisions regarding the privacy rights of Subscribers contained in federal, State, or local law.

### **6.3 Subscriber Contracts**

Grantee shall not enter into a contract with any Subscriber that is in conflict with the terms of this Franchise, or any Exhibit hereto, or the requirements of any applicable Customer Service Standard. Upon request, Grantee will provide to the City a sample of the Subscriber contract or service agreement then in use.

### **6.4 Advance Notice to City**

The Grantee shall use reasonable efforts to furnish any notices provided to Subscribers or the media in the normal course of business to the City in advance.

## **SECTION 7. REPORTS AND RECORDS**

### **7.1 Open Records**

The City, including the City's Auditor or his/her authorized representative, shall have access to, and the right to inspect, any books and records of Grantee, and its parent corporations and Affiliates which are reasonably related to the administration or enforcement of the terms of this Franchise. Grantee shall not deny the City access to any such records on the basis that Grantee's records are under the control of any Affiliate or a third party. The City may, in writing, request copies of any such records required under this Section 7 and Grantee shall provide such copies within forty-five (45) days of the receipt of such request. One (1) copy of all reports and records required under this or any other subsection shall be furnished to the City, at the sole expense of Grantee. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then Grantee may request, in writing within 30 (30) days of receipt of City's written request, that the City inspect them at Grantee's local offices. If any books or records of Grantee are not kept in a local office and not made available in copies to the City upon written request as set forth above, and if the City reasonably determines that an examination of such records is necessary or appropriate for the performance of any of the City's administration or enforcement of this Franchise, then all reasonable travel and related expenses incurred in making such examination shall be paid by Grantee.

### **7.2 Confidentiality**

The City agrees to treat as confidential any books or records that constitute proprietary or confidential information under federal or State law, to the extent Grantee makes the City aware of such confidentiality. Grantee shall be responsible for clearly and conspicuously stamping the word "Confidential" on each page that contains confidential or proprietary information, and shall provide a brief written explanation as to why such information is confidential under State or federal law. If the City believes it must release any such confidential books and records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. If the City receives a demand from any Person for disclosure of any information designated by Grantee as confidential, the City shall, so far as consistent with applicable law, advise Grantee and provide Grantee with a copy of any written request by the party demanding access to such information within a reasonable time. Until otherwise ordered by a court or agency of competent jurisdiction, the City agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential as set forth above to any Person. Grantee shall reimburse the City for all reasonable costs and attorneys fees incurred in any legal proceedings pursued under this Section to protect the confidentiality of Grantee's records.

### **7.3 Records Required**

(A) Except as otherwise indicated herein, Grantee shall maintain for the period of time required by FCC or other applicable governmental regulatory agency, or when there is no applicable governmental agency requirement, for five years, and shall furnish to the City upon written request:

(1) A complete set of maps showing the location of all Cable System equipment and facilities in the Right-of-Way, but excluding detail on proprietary electronics contained therein and Subscriber drops; (b) as-built maps including proprietary electronics shall be available at Grantee's offices for inspection by the City's authorized representative(s) or agent(s) and made available upon reasonable notice during regular business hours, during the course of technical inspections as reasonably conducted by the City. These maps shall be certified as accurate at the time they are prepared by an appropriate representative of the Grantee;

(2) A copy of all FCC filings on behalf of Grantee and its Affiliates which relate to the operation of the Cable System in the City and;



(3) A current list of Cable Services, rates and Channel line-ups.

(B) Subject to subsection 7.2, all information furnished to the City is public information, and shall be treated as such, except for information involving the privacy rights of individual Subscribers.

#### **7.4 Annual Reports**

Upon written request, but no more often than annually, Grantee shall submit to the City a written report, in a form reasonably acceptable to the City, which shall include, but not necessarily be limited to, a summary of the previous year's activities in the development of the Cable System, including, but not limited to, Cable Services begun or discontinued during the reporting year.

#### **7.5 Copies of Federal and State Reports**

Upon reasonable written request, Grantee shall submit to the City copies of all pleadings, applications, notifications, communications and documents of any kind, submitted by Grantee or its parent corporation(s), to any federal, State or local courts, regulatory agencies and other government bodies if such documents directly relate to the operations of Grantee's Cable System within the City. Grantee shall submit such documents to the City no later than thirty (30) days after receipt of written request. Grantee shall not claim confidential, privileged or proprietary rights to such documents unless under federal, State, or local law such documents have been determined to be confidential by a court of competent jurisdiction, or a federal or State agency. With respect to all documents provided to any federal, State, or local regulatory agency as a routine matter in the due course of operating Grantee's Cable System within the City, Grantee shall make such documents available to the City upon reasonable written request.

#### **7.6 Complaint File and Reports**

(A) Grantee shall keep an accurate and comprehensive file of any and all complaints it receives regarding the Cable System in the Franchise Area and Grantee's actions in response to those complaints. Such files shall be kept in a manner consistent with the privacy rights of Subscribers. These files shall remain open to the City and the public during normal business hours. Upon written request, no more often than annually, Grantee shall provide the City a summary which shall include information concerning customer complaints received by Grantee during the time period specified in Grantor's request, but no greater than a one-year period, including a summary of customer complaints referred by the City in writing to Grantee.

(B) A log of all service interruptions shall be maintained and provided to City upon written request;

(C) Grantee shall provide the City such other information as reasonably requested by the City, provided that Grantee is given thirty (30) days prior written notice. .

#### **7.7 Failure to Report**

The failure or neglect of Grantee to file any of the reports or filings required under this Franchise (not including clerical errors or errors made in good faith), may, at the City's option, be deemed a material breach of this Franchise.

#### **7.8 False Statements**

Any false or misleading statement or representation in any report required by this Franchise (not including clerical errors or errors made in good faith) may be deemed a material breach of this Franchise and may subject Grantee to all remedies, legal or equitable, which are available to the City under this Franchise or otherwise.

## **SECTION 8. PROGRAMMING**

### **8.1 Broad Programming Categories**

Grantee shall provide or enable the provision of at least the following initial broad categories of programming to the extent such categories are reasonably available:

- (A) Educational programming;
- (B) Colorado news, weather & information;
- (C) Sports;
- (D) General entertainment (including movies);
- (E) Children/family-oriented;
- (F) Arts, culture and performing arts;
- (G) Science/documentary; and
- (H) National news, weather and information.

### **8.2 Deletion or Reduction of Broad Programming Categories**

Grantee shall not delete or so limit as to effectively delete any broad category of programming within its control without the prior written consent of the City.

### **8.3 Parental Control Device**

Upon request by any Subscriber, Grantee shall provide by sale or lease a parental control or lockout device, traps or filters to enable a Subscriber to prohibit viewing of a particular cable service during periods selected by the Subscriber. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter. Any device offered shall be at a rate, if any, in compliance with applicable law.

### **8.4 Continuity of Service Mandatory**

(A) The Grantee shall use reasonable efforts so as to ensure that all Subscribers receive continuous, uninterrupted Cable Service insofar as their financial and other obligations to Grantee are honored. For the purposes of this subsection, "uninterrupted" does not include short-term outages of the Cable System for maintenance or testing.

(B) In the event of a change of Grantee, or in the event another Cable Operator acquires the Cable System in accordance with this Franchise and applicable law, Grantee shall reasonably cooperate with the City, new franchisee or Cable Operator in maintaining continuity of Cable Service to all Subscribers. During any transition period, Grantee shall be entitled to the revenues for any period during which it operates the Cable System, and shall be entitled to reasonable costs for its services when it no longer operates the Cable System.

(C) Subject to the *force majeure* provision of this Agreement, failure of Grantee to operate the Cable System for four (4) consecutive days without prior approval of the City or its designee, or without just cause may, be considered a material violation of this Agreement.

## **8.5 Services for the Disabled**

Grantee shall comply with the Americans with Disabilities Act and any amendments thereto.

## **SECTION 9. ACCESS**

### **9.1 Management and Control of Access Channels**

The City shall have sole and exclusive responsibility for identifying the Designated Access Providers and allocating the access resources under this Section. The City may authorize Designated Access Providers to control and manage the use of any and all access facilities provided by Grantee under this Franchise, including, without limitation, the operation of access channels. To the extent of such designation by the City, the Designated Access Provider shall have sole and exclusive responsibility for operating and managing such Access facilities. The City or its designee may formulate rules for the operation of the access channels, consistent with this Franchise. Grantee shall cooperate with the City and Designated Access Providers in the use of the Cable System and access facilities for the provision of access. Nothing herein shall prohibit the City from authorizing itself to be a Designated Access Provider. Nothing herein shall prohibit the City from assigning several Designated Access Providers to share a single access channel.

All assigned Access Channels can be used to transmit signals in any format which is technically compatible with the Cable System, including, by way of example and not limitation, video, audio only, secondary audio and/or text messages. Such uses must be in furtherance of Access purposes.

### **9.2 Initial Access Channel**

Within 120 days of written notification by the City to the Grantee, Grantee shall provide one (1) Downstream Government and Educational Access Channel on the Cable System for the exclusive use of the City.

### **9.3 Access Channels On Basic Service**

All Access Channels provided to Subscribers under this Franchise shall be included by Grantee, without limitation, as a part of Basic Service.

### **9.4 Access Channel Assignments**

Grantee will use reasonable efforts to minimize the movement of access channel assignments.

### **9.5 Relocation of Access Channels**

Grantee shall provide the City with a minimum of ninety (90) days notice, and use its best efforts to provide one hundred twenty (120) days notice, prior to the time any Access Channel designation is changed, unless the change is required by federal law, in which case Grantee shall give the City the maximum notice possible. Any new Channel designations for the Access Channels provided pursuant to this Franchise shall be in full compliance with FCC signal quality and proof-of-performance standards.

### **9.6 Technical Quality**

The Grantee shall maintain all Access Channels at the same or better level of technical quality and reliability required by this Franchise and all other applicable laws, rules and regulations for other Channels.

## **9.7 Changes in Technology**

In the event Grantee makes any change in the Cable System and related equipment and facilities or in Grantee's signal delivery technology, which affects the signal quality or transmission of Access services or programming, Grantee shall, at its own expense, take necessary technical steps or provide necessary technical assistance, including the acquisition of all necessary equipment and training of Access personnel, to ensure that the capabilities of Access services are not diminished or adversely affected by such change. For example, this provision shall apply if the Cable System is converted from an analog to a digital format, such that the Access Channels must also be converted to digital in order to be received by Subscribers.

## **9.8 Information about Access Programming to Subscribers**

Upon request by the City, Grantee shall include information about Access programming in the installation packet provided to Subscribers. The City shall supply the materials, for insertion in the packet, in a format consistent with Grantee's requirements.

# **SECTION 10. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION**

## **10.1 Right to Construct**

Subject to Generally Applicable laws, regulations, rules, resolutions and ordinances of the City and the provisions of this Franchise, Grantee may perform all construction in the Rights-of-Way for any facility needed for the maintenance, Upgrade or extension of Grantee's Cable System.

## **10.2 Right-of-Way and Annual Construction Meetings**

Subject to receiving reasonable advance notice, Grantee shall make reasonable effort to regularly attend and participate in meetings of the City, regarding Right-of-Way issues that may impact the Cable System.

## **10.3 Joint Trenching/Boring**

Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other providers, licensees, permittees, and franchisees so as to reduce so far as possible the number of Right-of-Way cuts within the City.

## **10.4 General Standard**

All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. All installations of equipment shall be permanent in nature, durable and installed in accordance with good engineering practices.

## **10.5 Permits Required for Construction**

Prior to doing any work in the Right-of Way or other public property, Grantee shall apply for and obtain, appropriate permits from the City. Grantee shall comply with the Generally Applicable ordinances, laws, or regulations regarding City Rights Of Way as may be adopted from time to time pursuant to the City's lawful police powers. Grantee shall pay all Generally Applicable and lawful fees for the requisite City permits received by Grantee.

## **10.6 Emergency Permits**

In the event that emergency repairs are necessary, Grantee shall immediately notify the City of the need for such repairs. Grantee may initiate such emergency repairs, and shall apply for appropriate permits within forty-eight (48) hours after discovery of the emergency.

## **10.7 Compliance with Applicable Codes**

(A) City Codes. Grantee shall comply with all applicable City codes, including, without limitation, the International Building Code, International Fire Code, Facilities in the Right of Way Ordinance and applicable mechanical, zoning codes and development and regulations.

(B) Tower Specifications. Antenna supporting structures (towers) shall be designed for the proper loading as minimally specified by the Electronics Industries Association (EIA), as those specifications may be amended from time to time and City regulations. Antenna supporting structures (towers) shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other applicable City, state and federal codes and regulations.

(C) Safety Codes. Grantee shall comply with all applicable federal, State and City safety requirements, rules, regulations, laws and practices, and employ all necessary devices as required by applicable law during construction, operation and repair of its Cable System. By way of illustration and not limitation, Grantee shall comply with the National Electric Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards.

## **10.8 Mapping**

Grantee shall comply with any Generally Applicable ordinances, rules and regulations of the City regarding mapping systems for users of the Rights-of-Way.

## **10.9 Minimal Interference**

Work in the Right-of-Way, on other public property, near public property, or on or near private property shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. Grantee's Cable System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes or any other property of the City or with any other pipes, wires, conduits, pedestals, structures or other facilities that may have been laid in the Rights-of-Way by, or under, the City's authority. The Grantee's Cable System shall be located, constructed and maintained so as not to endanger or unreasonably interfere with the lives of persons, or to interfere with improvements the City may deem proper to make or to unnecessarily hinder or obstruct the free use of the Rights-of-Way or other public property, and shall not unreasonably interfere with the travel and use of public places by the public during the construction, repair, operation or removal thereof, and shall not obstruct or impede traffic. In the event of such interference, the City may require the removal or relocation of Grantee's lines, cables, equipment and other appurtenances from the property in question at Grantee's expense.

## **10.10 Prevention of Injury/Safety**

Grantee shall provide and use any equipment and facilities necessary to control and carry Grantee's signals so as to prevent injury to the City's property or property belonging to any Person. Grantee, at its own expense, shall repair, renew, change and improve its facilities to keep them in good repair, and safe and presentable condition. All excavations made by Grantee in the Rights-of-Way shall be properly safeguarded for the prevention of accidents by the placement of adequate barriers, fences or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning lights.

### **10.11 Hazardous Substances**

(A) Grantee shall comply with any and all applicable laws, statutes, regulations and orders concerning hazardous substances relating to Grantee's Cable System in the Rights-of-Way.

(B) Upon reasonable notice to Grantee, the City may inspect Grantee's facilities in the Rights-of-Way to determine if any release of hazardous substances has occurred, or may occur, from or related to Grantee's Cable System. In removing or modifying Grantee's facilities as provided in this Franchise, Grantee shall also remove all residue of hazardous substances related thereto.

(C) Grantee agrees to indemnify the City against any claims, costs, and expenses, of any kind, whether direct or indirect, incurred by the City arising out of a release of hazardous substances caused by Grantee's Cable System.

### **10.12 Locates**

Prior to doing any work in the Right-of-Way, Grantee shall give appropriate notices to the City and to the notification association established in C.R.S. Section 9-1.5-105, as such may be amended from time to time. Notice to the City shall be given pursuant to Generally Applicable City ordinance and/or regulations, by written notice to the City or its designee prior to the commencement of construction.

### **10.13 Notice to Private Property Owners**

Except in the case of an emergency involving public safety or service interruptions to a large number of Subscribers, Grantee shall give reasonable advance notice to private property owners or legal tenants of work on or adjacent to private property.

### **10.14 Underground Construction and Use of Poles**

(A) When required by general ordinances, resolutions, regulations or rules of the City or applicable State or federal law, Grantee's Cable System shall be placed underground at Grantee's expense, subject to applicable law. Placing facilities underground does not preclude the use of ground-mounted appurtenances.

(B) Where electric, telephone and other above-ground utilities are installed underground at the time of Cable System construction, or when all such wiring is subsequently placed underground, all Cable System lines shall also be placed underground with other wire line service at no expense to the City or Subscribers subject to applicable law, unless funding is generally available for such relocation to all users of the Rights-of-Way. Related Cable System equipment, such as pedestals, must be placed in accordance with the City's applicable code requirements and rules. In areas where either electric or telephone utility wiring is aerial, the Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation. Nothing contained in this Section shall require Grantee to construct, operate, and maintain underground any ground-mounted appurtenances.

(C) The Grantee shall utilize existing poles and conduit wherever possible and reasonably practical.

(D) In the event Grantee cannot obtain the necessary poles and related facilities pursuant to a pole attachment agreement or conduit does not exist and only in such event, then it shall be lawful for Grantee to make all needed excavations in the Rights-of-Way for the purpose of placing, erecting, laying, maintaining, repairing, and removing poles, supports for wires and conductors, and any other facility needed for the maintenance or extension of Grantee's Cable System. All poles and conduit of Grantee shall be located as reasonably designated by the proper City authorities

(E) This Franchise does not grant, give or convey to the Grantee the right or privilege to install its facilities in any manner on utility poles or right of way of the City or any other Person. The City may reasonably use Grantee's poles, at no cost to the City, for City facilities, including but not limited to, fiber optic lines, cameras, lights or other devices. Copies of agreements for the use of poles, conduits or other utility facilities must be provided upon written request by the City.

(F) The Grantee and the City recognize that situations may occur in the future where the City may desire to place its own cable or conduit for Fiber Optic cable in trenches or bores opened by the Grantee. The Grantee agrees to cooperate with the City in any construction by the Grantee that involves trenching or boring, provided that the City has first provided reasonable notice to the Grantee that it is interested in sharing the trenches or bores in the area where the Grantee's construction is occurring. The Grantee shall allow the City to lay its cable, conduit and Fiber Optic cable in the Grantee's trenches and bores, provided the City shares in any extraordinary cost of the trenching and boring. The City shall be responsible for maintaining its respective cable, conduit and Fiber Optic cable buried in the Grantee's trenches and bores under this paragraph.

#### **10.15 Undergrounding of Multiple Dwelling Unit Drops**

In cases of single site Multiple Dwelling Units, Grantee shall minimize the number of individual aerial drop cables by installing multiple drop cables underground between the pole and Multiple Dwelling Unit where determined to be technologically feasible in agreement with the owners and/or owner's association of the Multiple Dwelling Units.

#### **10.16 Burial Standards**

(A) Depths. Unless otherwise required by law, Grantee shall comply with the following burial depth standards. In no event shall Grantee be required to bury its cable deeper than electric or gas facilities in the same portion of the Right-of-Way:

Underground cable, feeder and trunks lines shall be buried at a minimum depth of forty-two (42) inches or as otherwise required by City development permits and construction standards.

(B) Timeliness. Cable drops installed by Grantee to residences shall be buried according to these standards within one calendar month of initial installation or at a time mutually agreed upon between the Grantee and the Subscriber. When freezing surface conditions or other weather conditions prevent Grantee from achieving such timetable, Grantee shall apprise the Subscriber of the circumstances and the revised schedule for burial, and shall provide the Subscriber with Grantee's telephone number and instructions as to how and when to call Grantee to request burial of the line if the revised schedule is not met.

#### **10.17 Electrical Bonding**

Grantee shall ensure that all new cable drops are properly bonded to the electrical power ground at the home, consistent with applicable code requirements. All non-conforming or non-performing cable drops shall be replaced by Grantee as necessary.

#### **10.18 Subdivision Installation**

Any ordinance of the City which requires installation of utilities in subdivisions or other developments for shall be construed to include wiring for Cable Systems.

### **10.19 Repair and Restoration of Property**

(A) The Grantee shall protect public and private property from damage. If damage occurs, the Grantee shall promptly notify the property owner within twenty-four (24) hours in writing.

(B) Whenever Grantee disturbs or damages any Right-of-Way, other public property or any private property, Grantee shall promptly restore the Right-of-Way or property to at least its prior condition, normal wear and tear excepted, at its own expense.

(C) Grantee shall warrant any restoration work performed by or for Grantee in the Right-of-Way or on other public property for one (1) year.

(D) Upon completion of the work that caused any disturbance or damage, Grantee shall promptly commence restoration of private property, and will use best efforts to complete the restoration within seventy-two (72) hours, considering the nature of the work that must be performed.

### **10.20 Use of Conduits by the City**

Subject to any applicable state or federal regulations or tariffs, the City may install or affix and maintain wires and equipment owned by the City for City purposes in or upon any and all of Grantee's ducts, conduits or equipment in the Rights-of-Way and other public places, to the extent space therein or thereon is reasonably available, and pursuant to all applicable ordinances and codes, provided that (a) such use by City does not interfere with the current or future use by the Grantee; (b) the City holds the Grantee harmless against and from all claims, demands, costs, or liabilities of every kind and nature whatsoever arising out of such use, including, but not limited to reasonable attorney fees and costs; (c) such use by the City is restricted to non-commercial municipal purposes; (d) the City takes reasonable precautions to prevent any use of the Grantee's conduits, ducts, or equipment in any manner that results in inappropriate use thereof, or any loss or damage to the conduit, ducts, or equipment, or the Cable System; (e) the City does not use the conduits, ducts, or equipment for any purpose that is in competition with the services offered by the Grantee. For the purposes of this subsection, "City purposes" includes, but is not limited to, the use of the structures and installations for City fire, police, traffic, water, telephone, and/or signal systems, but not for Cable Service in competition with Grantee. Grantee shall not deduct the value of such use of its facilities from its Franchise fee payments or from other fees payable to the City.

### **10.21 Common Users**

(A) For the purposes of this subsection:

(1) "Attachment" means any wire, optical fiber or other cable, and any related device, apparatus or auxiliary equipment for the purpose of voice, video or data transmission.

(2) "Conduit" or "Conduit Facility" means any structure, or section thereof, containing one or more Ducts, conduits, manholes, handhole or other such facilities in Grantee's Cable System.

(3) "Duct" means a single enclosed raceway for cables, Fiber Optics or other wires.

(4) "Licensee" means any Person licensed or otherwise permitted by the City to use the Rights-of-Way.

(5) "Surplus Ducts or Conduits" are Conduit Facilities other than those occupied by Grantee or any prior Licensee, or unoccupied Ducts held by Grantee as emergency use spares, or other



unoccupied Ducts that Grantee reasonably expects to use within two (2) years from the date of a request for use.

(B) Grantee acknowledges that the Rights-of-Way have a finite capacity for containing Conduits. Therefore, Grantee agrees that whenever the City determines it is impracticable to permit construction of an underground Conduit system by any other Person which may at the time have authority to construct or maintain Conduits or Ducts in the Rights-of-Way, but excluding Persons providing Cable Services in competition with Grantee, the City may require Grantee to afford to such Person the right to use Grantee's Surplus Ducts or Conduits in common with Grantee, pursuant to the terms and conditions of an agreement for use of Surplus Ducts or Conduits entered into by Grantee and the Licensee. Nothing herein shall require Grantee to enter into an agreement with such Person if, in Grantee's reasonable determination, such an agreement could compromise the integrity of the Cable System.

(C) A Licensee occupying part of a Duct shall be deemed to occupy the entire Duct.

(D) Grantee shall give a Licensee a minimum of one hundred twenty (120) days notice of its need to occupy a licensed Conduit and shall propose that the Licensee take the first feasible action as follows:

(1) Pay revised Conduit rent designed to recover the cost of retrofitting the Conduit with multiplexing, Fiber Optics or other space-saving technology sufficient to meet Grantee's space needs;

(2) Pay revised Conduit rent based on the cost of new Conduit constructed to meet Grantee's space needs;

(3) Vacate the needed Ducts or Conduit; or

(4) Construct and maintain sufficient new or larger Conduit to meet Grantee's space needs.

(E) When two or more Licensees occupy a section of Conduit Facility, the last Licensee to occupy the Conduit Facility shall be the first to vacate or construct new Conduit. When Conduit rent is revised because of retrofitting, space-saving technology or construction of new Conduit, all Licensees shall bear the increased cost.

(F) All Attachments shall meet applicable local, State, and federal clearance and other safety requirements, be adequately grounded and anchored, and meet the provisions of contracts executed between Grantee and the Licensee. Grantee may, at its option, correct any attachment deficiencies and charge the Licensee for its costs. Each Licensee shall pay Grantee for any fines, fees, damages or other costs the Licensee's attachments cause Grantee to incur.

(G) In order to enforce the provisions of this subsection with respect to Grantee, the City must demonstrate that it has required that all similarly situated users of the Rights-of-Way to comply with the provisions of this subsection.

## **10.22 Acquisition of Facilities**

Upon Grantee's acquisition of facilities in any City Right-of-Way, or upon the addition to the City of any area in which Grantee owns or operates any facility, Grantee shall, at the City's request, submit to the City a statement describing all facilities involved, whether authorized by franchise, permit, license or other prior right, and specifying the location of all such facilities to the extent Grantee has possession of such information. Such facilities shall immediately be subject to the terms of this Franchise.

### **10.23 Discontinuing Use/Abandonment of Cable System Facilities**

Whenever Grantee intends to discontinue using any facility within the Rights-of-Way, Grantee shall submit to the City a complete description of the facility and the date on which Grantee intends to discontinue using the facility. Grantee may remove the facility or request that the City permit it to remain in place. Notwithstanding Grantee's request that any such facility remain in place, the City may require Grantee to remove the facility from the Right-of-Way or modify the facility to protect the public health, welfare, safety, and convenience, or otherwise serve the public interest. The City may require Grantee to perform a reasonable combination of modification and removal of the facility. Grantee shall complete such removal or modification in accordance with a reasonable schedule set by the City. Until such time as Grantee removes or modifies the facility as reasonably directed by the City, or until the rights to and responsibility for the facility are accepted by another Person, Grantee shall retain all liability for such facility and be responsible for all necessary repairs and relocations of the facility, as well as maintenance of the Right-of-Way, in the same manner and degree as if the facility were in active use. If Grantee abandons its facilities, the City may choose to use such facilities for any purpose whatsoever including, but not limited to, Access purposes. If the City chooses to utilize any such abandoned facilities, Grantee's liability for those facilities shall cease.

### **10.24 Movement of Cable System Facilities for City Purposes**

The City shall have the right to require Grantee to relocate, remove, replace, modify or disconnect Grantee's facilities and equipment located in the Rights-of-Way or on any other property of the City in the event of an emergency or when reasonable public convenience requires such change (for example, without limitation, by reason of traffic conditions, public safety, Right-of-Way vacation, Right-of-Way construction, change or establishment of Right-of-Way grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by the City for public purposes). Such work shall be performed at no cost to the City. Except during an emergency, the City shall provide reasonable notice to Grantee, not to be less than 10 business days and allow Grantee the opportunity to perform such action after review and approval of the relocation plan by the City. In the event of any capital improvement project exceeding \$250,000 in expenditures by the City which requires the removal, replacement, modification or disconnection of Grantee's facilities or equipment, the City shall provide at least thirty (30) days written notice to Grantee. Following notice by the City, Grantee shall relocate, remove, replace, modify or disconnect any of its facilities or equipment within any Right-of-Way or on any other property of the City. If the City requires Grantee to relocate its facilities located within the Rights-of-Way, the City shall make a reasonable effort to provide Grantee with an alternate location within the Rights-of-Way but a replacement location is not guaranteed. If funds are generally made available to users of the Rights-of-Way for such relocation, Grantee shall be entitled to its pro rata share of such funds.

If the Grantee fails to complete this work within the time prescribed and to the City's reasonable satisfaction, the City may cause such work to be done and bill the reasonable cost of the work to the Grantee, including all reasonable costs and expenses incurred by the City due to Grantee's delay. In such event, the City shall not be liable for any damage to any portion of Grantee's Cable System unless the City acted in a negligent manner. Within thirty (30) days of receipt of an itemized list of those costs, the Grantee shall pay the City.

### **10.25 Movement of Cable System Facilities for Other Franchise Holders**

If any removal, replacement, modification or disconnection of the Cable System is required to accommodate the construction, operation or repair of the facilities or equipment of another City franchise holder, Grantee shall, after at least thirty (30) days advance written notice, take action to effect the necessary changes requested by the responsible entity. Grantee may require that the costs associated with the removal or relocation be paid by the benefited party at no cost to the City.

#### **10.26 Temporary Changes for Other Permittees**

At the request of any Person holding a valid permit and upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the permit holder, and Grantee may require a reasonable deposit of the estimated payment in advance.

#### **10.27 Reservation of City Use of Right-of-Way**

Nothing in this Franchise shall prevent the City or public utilities owned, maintained or operated by public entities other than the City from constructing sewers; grading, paving, repairing or altering any Right-of-Way; laying down, repairing or removing water mains; or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure or prevent the use and operation of Grantee's Cable System.

#### **10.28 Tree Trimming**

Grantee may prune or cause to be pruned, using proper pruning practices, any tree in the City's Rights-of-Way which interferes with Grantee's Cable System. Grantee shall comply with any general ordinance or regulations of the City regarding tree trimming. Except in emergencies, Grantee may not prune trees at a point below thirty (30) feet above sidewalk grade until one (1) week written notice has been given to the owner or occupant of the premises abutting the Right-of-Way in or over which the tree is growing. The owner or occupant of the abutting premises may prune such tree at his or her own expense during this one (1) week period. If the owner or occupant fails to do so, Grantee may prune such tree at its own expense. For purposes of this subsection, emergencies exist when it is necessary to prune to protect the public or Grantee's facilities from imminent danger only.

#### **10.29 Inspection of Construction and Facilities**

The City may inspect any of Grantee's facilities, equipment or construction at any time upon at least five business days notice, or, in case of emergency, upon demand without prior notice. If an unsafe condition is found to exist, the City, in addition to taking any other action permitted under applicable law, may order Grantee, in writing, to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the City establishes. The City has the right to correct, inspect, administer and repair the unsafe condition if Grantee fails to do so, and to reasonably charge Grantee therefor.

#### **10.30 Stop Work**

(A) On notice from the City that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the City, or in violation of the terms of any Generally Applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the City.

(B) The stop work order shall:

- (1) Be in writing;
- (2) Be given to the Person doing the work, or posted on the work site;
- (3) Be sent to Grantee by overnight delivery or by facsimile at the address given herein;
- (4) Indicate the nature of the alleged violation or unsafe condition; and

- (5) Establish conditions under which work may be resumed.

### **10.31 Work of Contractors and Subcontractors**

Grantee's contractors and subcontractors shall be licensed and bonded in accordance with the City's Generally Applicable ordinances, regulations and requirements. Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by it, and shall ensure that all such work is performed in compliance with this Franchise and other applicable law, and shall be jointly and severally liable for all damages and correcting all damage caused by them. It is Grantee's responsibility to ensure that contractors, subcontractors or other Persons performing work on Grantee's behalf are familiar with the requirements of this Franchise and other applicable laws governing the work performed by them.

## **SECTION 11. CABLE SYSTEM CONFIGURATION, TECHNICAL STANDARDS AND TESTING**

### **11.1 Subscriber Network/System Upgrade**

(A) At such time as the Grantee undertakes and completes any Upgrade, Grantee shall send written notice to the City. The City shall have 90 days from receipt of notice of completion to review the sweep analysis records kept by the Grantee which verify the completion of the Cable System bandwidth expansion, and to complete such technical inspections as may be reasonably necessary to verify that the other components of the Upgrade are complete. The City Manager or his designee may require the Grantee to provide additional facts and information, in his/her reasonably exercised discretion, necessary to verify completion of any Upgrade.

(B) The Cable System shall at all times be operated and maintained in compliance with FCC standards on closed captioning. Equipment must be installed so that all local signals received in stereo or with secondary audio tracks (broadcast and Access) are retransmitted in those same formats.

(C) All construction shall be subject to the City's permitting process.

(D) Grantee and City shall meet, at the City's request, to discuss construction before it commences.

(E) Grantee will take prompt corrective action if it finds that any facilities or equipment on the Cable System are not operating as expected, or if it finds that facilities and equipment do not comply with the requirements of this Franchise or applicable law.

(F) Grantee's construction decisions shall be based solely upon legitimate engineering decisions and shall not take into consideration the income level of any particular community within the Franchise area.

### **11.2 State of the Art**

The City shall not be restricted from holding any hearing at any time including before or as a condition of renewal, to review whether or not the Cable System and the Cable Services offered by the Grantee are meeting demonstrated community needs. The parties recognize and agree that the review may include but is not limited to the Grantee's participation in/contribution to local programming, PEG programming and production facilities and equipment that the City may require.

### **11.3 Standby Power**

Grantee shall maintain standby power system supplies, rated for at least two (2) hours duration, throughout the trunk and distribution networks.

### **11.4 Emergency Alert Capability**

(A) Grantee shall provide an operating Emergency Alert System (“EAS”) in accordance with and as required by the provisions of FCC Regulations, 47 C.F.R. Part II, and as such provision may from time to time be amended. Grantee shall test the EAS as required by federal law. Upon request, the City shall be permitted to participate in and/or witness any EAS testing. If the test indicates that the EAS is not performing consistent with FCC requirements, Grantee shall make any necessary adjustment to the EAS, and the EAS shall be retested as required by federal law.

### **11.5 Technical Performance**

The technical performance of the Cable System shall meet or exceed all applicable technical standards, as they may be amended from time to time, regardless of the transmission technology utilized. The City shall have the full authority permitted by applicable law to enforce compliance with these technical standards.

### **11.6 Cable System Performance Testing**

(A) Grantee shall, at Grantee's expense, perform the following tests on its Cable System:

(1) All tests required by the FCC;

(2) All other tests reasonably necessary to determine compliance with technical standards adopted by the FCC at any time during the term of this Franchise.

(B) Grantee shall maintain written records of all results of its Cable System tests, performed by or for Grantee, for as long as required by Federal law. Copies of such test results will be available to the City upon written request.

(C) Grantee shall be required to promptly take such corrective measures as are necessary to correct any performance deficiencies fully and to prevent their recurrence as far as possible. Grantee's failure to correct deficiencies identified through this testing process may be considered a material violation of this Franchise

### **11.7 Additional Tests**

Where there exists other evidence which in the reasonable judgment of the City casts doubt upon the reliability or technical quality of Cable Service, the City shall have the right and authority to require Grantee to test, analyze and report on the performance of the Cable System. Grantee shall reasonably cooperate with the City in performing such testing and shall prepare the results and a report, if requested, within thirty (30) days after testing. Such report shall include the following information:

(A) the nature of the complaint or problem which precipitated the special tests;

(B) the Cable System component tested;

(C) the equipment used and procedures employed in testing;

(D) the method, if any, in which such complaint or problem was resolved; and

- (E) any other information pertinent to said tests and analysis which may be required.

## **SECTION 12. SERVICE AVAILABILITY, INTERCONNECTION AND SERVICE TO SCHOOLS AND PUBLIC BUILDINGS**

### **12.1 Universal Service**

Grantee shall not arbitrarily refuse to provide Cable Services to any Person within its Franchise Area. Subject to Section 12.2, all Dwelling Units, Multiple Dwelling Units and commercial establishments in the Franchise Area shall have the same availability of Cable Services from Grantee's Cable System under non-discriminatory rates subject to Section 4.3, and reasonable terms and conditions. The City acknowledges that the Grantee cannot control the dissemination of particular Cable Services beyond the demarcation point at a Multiple Dwelling Unit. Notwithstanding the foregoing, Grantee may introduce new or expanded Cable Services on a geographically phased basis, where such services require an Upgrade of the Cable System. Grantee may also charge for line extensions and non-standard installations pursuant to subsection 12.2.

### **12.2 Service Availability**

(A) In General. Except as otherwise provided herein, and under normal operating conditions, no less than 95% of the time, measured on a quarterly basis, Grantee shall provide Cable Service within seven (7) days of a request by any Person within the City. For purposes of this subsection, a request shall be deemed made on the date of signing a service agreement, receipt of funds by Grantee, receipt of a written request by Grantee or receipt by Grantee of a verified verbal request. Grantee shall provide such service:

(1) At a non-discriminatory installation charge for a standard installation, consisting of a one hundred twenty-five (125) foot drop connecting to an inside wall for Residential Subscribers, with additional charges for non-standard installations computed according to a non-discriminatory methodology for such installations, adopted by Grantee;

(3) At non-discriminatory monthly rates for Residential Subscribers.

(B) Service to Multiple Dwelling Units. The Grantee shall offer the individual units of a Multiple Dwelling Unit all Cable Services offered to other Dwelling Units in the City and shall individually wire units upon request of the property owner or renter who has been given written authorization by the owner; provided, however, that any such offering is conditioned upon the Grantee having legal access to said unit. The City acknowledges that the Grantee cannot control the dissemination of particular Cable Services beyond the demarcation point at a Multiple Dwelling Unit.

(C) Whenever the Grantee receives a request for Cable Service from a customer in a contiguous unserved area where there are at least sixty (60) residences within 5280 cable-bearing strand feet (one cable mile) from the portion of the Grantee's trunk or distribution cable which is to be extended, it shall extend its Cable System to such customer at no cost to said customer for the Cable System extension, other than the published standard installation fees charged to all customers. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, into any annexed area which is not contiguous to the present Service Area of the Grantee, or into any area which is financially or technically infeasible due to extraordinary circumstances, such as a freeway crossing.

(D) Customer Charges for Extensions of Service. No customer shall be refused service arbitrarily, however, for unusual circumstances, such as a customer's request to locate the cable drop

underground, the existence of more than one hundred twenty-five (125) feet of distance from distribution cable to connection of service to customers, or a request from a customer in an area which does not meet the density requirement of subsection (C) above, service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor and easements. For the purpose of determining the amount of capital contribution in aid of construction to be borne by the Grantee and customers in the area in which service may be expanded, the Grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of residences per 5280 cable-bearing strand feet of its trunk or distribution cable and whose denominator equals sixty (60). Customers who request service hereunder will bear the remainder of the construction and other costs on a pro rata basis. The Grantee may require that the payment of the capital contribution in aid of construction borne by such potential customers be paid in advance.

### **12.3 Connection of Public Facilities**

Grantee shall, at no cost to the City, continue to provide one outlet of Basic Service and Expanded Basic Service to all City owned and occupied buildings, schools and public libraries where such service is provided as of the Effective Date of this Franchise. For purposes of this subsection, "school" means all State-accredited K-12 public and private schools. In addition, Grantee shall provide, as directed or approved by the Director of Cable Services, at no cost to the City or other entity, one outlet of Basic and Expanded Basic Service to additional City-owned or leased and City occupied buildings, additional schools and libraries upon request if the drop line from the feeder cable to such building does not exceed one hundred twenty-five feet (125') or if the City or other entity agrees to pay the incremental cost of such drop line in excess of one hundred twenty-five feet (125'), including the cost of such excess labor and materials. Such obligation to provide free Cable Service shall not extend to areas of City buildings where the Grantee would normally enter into a commercial contract to provide such Cable Service. Outlets of Basic and Expanded Basic Service provided in accordance with this subsection may be used to distribute Cable Services throughout such buildings; provided such distribution can be accomplished without causing Cable System disruption and general technical standards are maintained. Such outlets may only be used for lawful purposes and shall not be used to entertain public groups or be used for commercial purposes.

## **SECTION 13. FRANCHISE VIOLATIONS**

### **13.1 Procedure for Remediating Franchise Violations**

(A) If the City believes that Grantee has failed to perform any obligation under this Franchise or has failed to perform in a timely manner, the City shall notify Grantee in writing, stating with reasonable specificity the nature of the alleged default. Grantee shall have thirty (30) days from the receipt of such notice to:

(1) respond to the City, contesting the City's assertion that a default has occurred, and requesting a meeting in accordance with subsection (B), below; or

(2) cure the default; or

(3) notify the City that Grantee cannot cure the default within the thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, Grantee shall promptly take all reasonable steps to cure the default and notify the City in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, the City may set a meeting in accordance with subsection (B) below to determine whether additional time beyond the thirty (30) days specified above is indeed needed, and whether Grantee's proposed completion schedule and steps are reasonable.

(B) If Grantee does not cure the alleged default within the cure period stated above, or by the projected completion date under subsection (A)(3), or denies the default and requests a meeting in

accordance with (A)(1), or the City orders a meeting in accordance with subsection (A)(3), the City shall set a meeting to investigate said issues or the existence of the alleged default. The City shall notify Grantee of the meeting in writing and such meeting shall take place no less than thirty (30) days after Grantee's receipt of notice of the meeting. At the meeting, Grantee shall be provided an opportunity to be heard and to present evidence in its defense.

(C) If, after the meeting, the City determines that a default exists, the City shall order Grantee to correct or remedy the default or breach within fifteen (15) days or within such other reasonable time frame as the City shall determine. In the event Grantee does not cure within such time to the City's reasonable satisfaction, the City may:

(1) Commence an action at law for monetary damages or where applicable withdraw an amount from the construction bond as monetary damages;

(2) Recommend the revocation of this Franchise pursuant to the procedures in subsection 13.2; or

(3) Recommend any other legal or equitable remedy available under this Franchise or any applicable law.

(D) The determination as to whether a violation of this Franchise has occurred shall be within the discretion of the City, provided that any such final determination may be subject to appeal to a court of competent jurisdiction under applicable law.

### **13.2 Revocation**

(A) In addition to revocation in accordance with other provisions of this Franchise, the City may revoke this Franchise and rescind all rights and privileges associated with this Franchise in the following circumstances, each of which represents a material breach of this Franchise:

(1) If Grantee fails to perform any material obligation under this Franchise;

(2) If Grantee willfully fails for more than forty-eight (48) consecutive hours to provide continuous and uninterrupted Cable Service;

(3) If Grantee attempts to evade any material provision of this Franchise or to practice any fraud or deceit upon the City or Subscribers; or

(4) If Grantee becomes insolvent, or if there is an assignment for the benefit of Grantee's creditors;

(5) If Grantee makes a material misrepresentation of fact in the application for or negotiation of this Franchise.

(B) Following the procedures set forth in Subsection 14.1(A) and (B), and prior to forfeiture or termination of the Franchise, the City shall give written notice to the Grantee of its intent to revoke the Franchise. The notice shall set forth the exact nature of the noncompliance.

(C) Any proceeding under the paragraph above shall be conducted by the City Council or its designee and open to the public. Grantee shall be afforded at least sixty (60) days prior written notice of such proceeding.



(1) At such proceeding, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce evidence and to call and question witnesses. A complete verbatim record and transcript shall be made of such proceeding and the cost shall be shared equally between the parties. The City Council or its designee shall hear any Persons interested in the revocation, and shall allow Grantee, in particular, an opportunity to state its position on the matter.

(2) Within ninety days after the hearing, the City Council shall determine whether to revoke the Franchise and declare that the Franchise is revoked; or if the breach at issue is capable of being cured by Grantee, direct Grantee to take appropriate remedial action within the time and in the manner and on the terms and conditions that the City Council or its designee determines are reasonable under the circumstances. If the City determines that the Franchise is to be revoked, the City shall set forth the reasons for such a decision and shall transmit a copy of the decision to the Grantee. Grantee shall be bound by the City's decision to revoke the Franchise unless Grantee appeals the decision to a court of competent jurisdiction within thirty (30) days of the date of the decision.

(3) Grantee shall be entitled to such relief as the Court may deem appropriate.

(4) The City Council may at its sole discretion take any lawful action it deems appropriate to enforce the City's rights under the Franchise in lieu of revocation of the Franchise.

### **13.3 Procedures in the Event of Termination or Revocation**

(A) If this Franchise expires without renewal and is not extended, or is otherwise lawfully terminated or revoked, the City may, subject to applicable law:

(1) Allow Grantee to maintain and operate its Cable System on a month-to-month basis or short-term extension of this Franchise for not less than six (6) months, unless a sale of the Cable System can be closed sooner or Grantee demonstrates to the City's satisfaction that it needs additional time to complete the sale. Grantee's continued operation of the Cable System during the six-month period or such other period as the parties may agree, shall not be deemed to be a waiver nor an extinguishment of any rights of either Grantee or City; or

(2) Purchase Grantee's Cable System in accordance with the procedures set forth below.

(B) In the event that a sale has not been completed in accordance with subsections (A)(1) and/or (A)(2) above, the City may order the removal of the above-ground Cable System facilities and such underground facilities from the City at Grantee's sole expense within a reasonable period of time as determined by the City. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any excavation that is made by it and shall leave all Rights-of-Way, public places and private property in as good condition as that prevailing prior to Grantee's removal of its equipment without affecting the electrical or telephone cable wires or attachments. The indemnification and insurance provisions shall remain in full force and effect during the period of removal.

(C) If Grantee fails to complete any removal required by the City to the City's reasonable satisfaction, after written notice to Grantee, the City may cause the work to be done and Grantee shall reimburse the City for the reasonable costs incurred within thirty (30) days after receipt of an itemized list of the costs.

(D) The City may seek legal and equitable relief to enforce the provisions of this Franchise.

### **13.4 Purchase of Cable System**

(A) If at any time this Franchise is revoked, terminated, or not renewed upon expiration in accordance with the provisions of federal law, the City shall have the option to purchase the Cable System.

(B) The City may, within sixty (60) days of such events as described in Subsection (A), offer in writing to purchase Grantee's Cable System. Grantee shall have thirty (30) days from receipt of a written offer from the City within which to accept or reject the offer.

(C) In any case where the City elects to purchase the Cable System, the purchase shall be closed within one hundred twenty (120) days of the date of the City's audit of a current profit and loss statement of Grantee. The City shall pay for the Cable System in cash or certified funds, and Grantee shall deliver appropriate bills of sale and other instruments of conveyance.

(D) For the purposes of this subsection, the price for the Cable System shall be determined as follows:

(1) In the case of the expiration of the Franchise without renewal, at fair market value determined on the basis of Grantee's Cable System valued as a going concern, but with no value allocated to the Franchise itself.

(2) In the case of revocation for cause, the equitable price of Grantee's Cable System.

### **13.5 Receivership and Foreclosure**

(A) At the option of the City, subject to applicable law, this Franchise may be revoked one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of Grantee whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless:

(1) The receivership or trusteeship is vacated within one hundred twenty (120) days of appointment; or

(2) The receivers or trustees have, within one hundred twenty (120) days after their election or appointments, fully complied with all the terms and provisions of this Franchise, and have remedied all defaults under the Franchise. Additionally, the receivers or trustees shall have executed an agreement duly approved by the court having jurisdiction, by which the receivers or trustees assume and agree to be bound by each and every term, provision and limitation of this Franchise.

(B) If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property and equipment of Grantee, the City may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this Franchise shall be revoked thirty (30) days after service of such notice, unless:

(1) The City has approved the transfer of the Franchise, in accordance with the procedures set forth in this Franchise and as provided by law; and

(2) The purchaser has covenanted and agreed with the City to assume and be bound by all of the terms and conditions of this Franchise.

### **13.6 No Monetary Recourse Against the City**

Grantee shall not have any monetary recourse against the City or its officers, officials, boards, commissions, or employees for any loss, costs, expenses or damages arising out of any provision or requirement of this Franchise or the enforcement thereof, in accordance with the provisions of applicable federal, State and local law. The rights of the City under this Franchise are in addition to, and shall not be read to limit, any immunities the City may enjoy under federal, State or local law.

### **13.7 Alternative Remedies**

No provision of this Franchise shall be deemed to bar the right of the City to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of the City to recover monetary damages for such violations by Grantee, or to seek and obtain judicial enforcement of Grantee's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

## **SECTION 14. FRANCHISE RENEWAL AND TRANSFER**

### **14.1 Renewal**

(A) The City and Grantee agree that any proceedings undertaken by the City that relate to the renewal of the Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or State law.

(B) In addition to the procedures set forth in said Section 626(a), the City agrees to notify Grantee of the completion of its assessments regarding the identification of future cable-related community needs and interests, as well as the past performance of Grantee under the then current Franchise term. Notwithstanding anything to the contrary set forth herein, Grantee and City agree that at any time during the term of the then current Franchise, while affording the public adequate notice and opportunity for comment, the City and Grantee may agree to undertake and finalize negotiations regarding renewal of the then current Franchise and the City may grant a renewal thereof. Grantee and City consider the terms set forth in this subsection to be consistent with the express provisions of Section 626 of the Cable Act.

### **14.2 Transfer of Ownership or Control**

(A) The Cable System and this Franchise shall not be sold, assigned, transferred, leased or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger or consolidation; nor shall title thereto, either legal or equitable, or any right, interest or property therein pass to or vest in any Person or entity without the prior written consent of the City, which consent shall be by the City Council, acting by ordinance or resolution.

(B) The Grantee shall promptly notify the City of any actual or proposed change in, or transfer of, or acquisition by any other party of control of the Grantee. The word "control" as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. Every change, transfer or acquisition of control of the Grantee shall make this Franchise subject to cancellation unless and until the City shall have consented in writing thereto.

(C) The parties to the sale or transfer shall make a written request to the City for its approval of a sale or transfer and furnish all information required by law and the City.

(D) In seeking the City's consent to any change in ownership or control, the proposed transferee shall indicate whether it:

(1) Has ever been convicted or held liable for acts involving deceit including any violation of federal, State or local law or regulations, or is currently under an indictment, investigation or complaint charging such acts;

(2) Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee by any court of competent jurisdiction;

(3) Has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a cable system;

(4) Is financially solvent, by submitting financial data including financial statements that are audited by a certified public accountant who may also be an officer of the transferee, along with any other data that the City may reasonably require; and

(5) Has the financial, legal and technical capability to enable it to maintain and operate the Cable System for the remaining term of the Franchise.

(E) The City shall act by ordinance or resolution on the request within one hundred twenty (120) days of the request, provided it has received all legally required information. Subject to the foregoing, if the City fails to render a final decision on the request within one hundred twenty (120) days, such request shall be deemed granted unless the requesting party and the City agree to an extension of time.

(F) Within thirty (30) days of any transfer or sale, if approved or deemed granted by the City, Grantee shall file with the City a copy of the deed, agreement, lease or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by Grantee and the transferee, and the transferee shall file its written acceptance agreeing to be bound by all of the provisions of this Franchise, subject to applicable law. In the event of a change in control, in which the Grantee is not replaced by another entity, the Grantee will continue to be bound by all of the provisions of the Franchise, subject to applicable law, and will not be required to file an additional written acceptance.

(G) In reviewing a request for sale or transfer, the City may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist the City in so inquiring. The City may condition said sale or transfer upon such terms and conditions as it deems reasonably appropriate, provided, however, any such terms and conditions so attached shall be related to the legal, technical and financial qualifications of the prospective controlling party or transferee and to the resolution of outstanding and unresolved issues of noncompliance with the terms and conditions of this Franchise by Grantee.

(H) Notwithstanding anything to the contrary in this subsection, the prior approval of the City shall not be required for any sale, assignment or transfer of the Franchise or Cable System to an Affiliate of Grantee, provided that the proposed assignee or transferee must show financial responsibility as may be reasonably determined necessary by the City and must agree in writing to comply with all of the provisions of the Franchise. Further, Grantee may pledge the assets of the Cable System for the purpose of financing without the consent of the City; provided that such pledge of assets shall not impair or mitigate Grantee's responsibilities and capabilities to meet all of its obligations under the provisions of this Franchise.

## **SECTION 15. SEVERABILITY**

If any Section, subsection, paragraph, term or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other Section, subsection, paragraph, term or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.

## **SECTION 16. MISCELLANEOUS PROVISIONS**

### **16.1 Preferential or Discriminatory Practices Prohibited**

**NO DISCRIMINATION IN EMPLOYMENT.** In connection with the performance of work under this Franchise, the Grantee agrees not to refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any Person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Grantee further agrees to insert the foregoing provision in all subcontracts hereunder. Throughout the term of this Franchise, Grantee shall fully comply with all equal employment or non-discrimination provisions and requirements of federal, State and local laws, and in particular, FCC rules and regulations relating thereto.

### **16.2 Notices**

Throughout the term of the Franchise, each party shall maintain and file with the other a local address for the service of notices by mail. All notices shall be sent postage prepaid to such respective address and such notices shall be effective upon the date of mailing. These addresses may be changed by the City or the Grantee by written notice at any time. At the Effective Date of this Franchise:

Grantee's address shall be:

BRESNAN COMMUNICATIONS LLC  
c/o General Manager  
2502 Foresight Circle  
Grand Junction, Colorado 81505

With a copy to:

BRESNAN COMMUNICATIONS LLC  
c/o 1 Manhattanville Road  
Purchase, New York 10577  
Attention: Legal Department

The City's address shall be:

City of Grand Junction  
c/o City Manager  
250 N. 5<sup>th</sup> Street  
Grand Junction, Colorado 81501

With a copy to:

City of Grand Junction  
c/o City Attorney

250 N. 5<sup>th</sup> Street  
Grand Junction, Colorado 81501

### **16.3 Descriptive Headings**

The headings and titles of the Sections and subsections of this Franchise are for reference purposes only, and shall not affect the meaning or interpretation of the text herein.

### **16.4 Publication and Election Costs to be borne by Grantee**

Grantee shall reimburse the City for all publication and election costs of this Franchise.

### **16.5 Binding Effect**

This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.

### **16.6 No Joint Venture**

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third Persons or the public in any manner that would indicate any such relationship with the other.

### **16.7 Waiver**

The failure of the City at any time to require performance by the Grantee of any provision hereof shall in no way affect the right of the City hereafter to enforce the same. Nor shall the waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

### **16.8 Reasonableness of Consent or Approval**

Whenever under this Franchise “reasonableness” is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards as well as business and economic considerations.

### **16.9 Entire Agreement**

This Franchise and all Exhibits represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral negotiations between the parties.

### **16.10 Amendments to Franchise.**

At any time during the term of this franchise, the City, through its City Council or the Grantee may propose amendments to this franchise by giving thirty (30) days' written notice to the other of the proposed amendment(s) desired and both parties thereafter, through their designated representatives, will negotiate within a reasonable time in good faith in an effort to agree on mutually satisfactory amendment(s).

**16.11 Successors and Assigns.**

The rights, privileges, franchises and obligations granted and contained in this ordinance shall inure to the benefit of and be binding upon Bresnan Communications Company, its successors and assigns.

**16.12 Third Parties**

Nothing contained in this franchise shall be construed to provide rights to third parties.

**16.13 Severability**

Should any one or more provisions of this franchise be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a term that will achieve the original intent of the parties hereunder.

**16.14 Entire Agreement**

This franchise constitutes the entire agreement of the parties. There have been no representations made other than those contained in this franchise. Any and all provisions of the Charter in effect at the time of approval of this franchise are incorporated and made operative by this reference as if fully set forth.

**16.15 Council Approval.**

This grant of franchise shall not become effective unless approved by a majority vote of the City Council.

**16.16 Grantee Approval.**

The Grantee shall file with the City Clerk its written acceptance of this franchise and of all of its terms and provisions within ten (10) days, after the adoption of this franchise by the City Council. The acceptance shall be in form and content approved by the City Attorney. If the Grantee shall fail to timely file its written acceptance as herein provided, this franchise shall be and become null and void.

**16.17 Voter's Approval.**

This grant of franchise shall not become effective unless approved by a majority vote of the qualified electors of the City voting thereon at the regular election to be held on a date to be hereinafter established by the City Council.

**16.18 Termination of Prior Revocable Permit**

Upon the effective date of this franchise, the revocable permit granted to the predecessors of the Grantee shall be terminated and of no further force and effect.

IN WITNESS WHEREOF, this franchise ordinance is introduced, passed on first reading, approved and ordered published in pamphlet form on the \_\_\_\_ day of \_\_\_\_\_, 2005.

Passed on second reading, approved and ordered published in pamphlet form on \_\_\_\_ day of \_\_\_\_\_, 2005.

ATTEST:

CITY OF GRAND JUNCTION, COLORADO:

\_\_\_\_\_  
Stephanie Tuin  
City Clerk

\_\_\_\_\_  
Bruce Hill  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
John P. Shaver  
City Attorney

UNCONDITIONAL ACCEPTANCE OF FRANCHISE

The undersigned, BRESNAN COMMUNICATIONS hereby accepts this Franchise passed and adopted by the City of Grand Junction pursuant to Ordinance No. \_\_\_\_\_ and approved by the electorate on May \_\_ 2005 and does hereby unconditionally agree that it will comply with and abide by all the provisions, terms and conditions of the Franchise, subject to applicable federal, state and local law, and that as written and to the best of its knowledge, all terms of the Franchise are consistent with federal, state and local law, as existed on the date this acceptance is signed.

Accepted and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

BRESNAN COMMUNICATIONS

\_\_\_\_\_

Title: \_\_\_\_\_



**Attach 6**

Ratify the Conveyance of Property Action Campus LLC & GJ Tech LLC

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
<b>Subject</b>	Ratification of Resolution					
<b>Meeting Date</b>	January 5, 2005					
<b>Date Prepared</b>	December 19, 2011				<b>File #</b>	
<b>Author</b>	Jamie B. Kreiling			<b>Assistant City Attorney</b>		
<b>Presenter Name</b>	John Shaver			<b>City Attorney</b>		
<b>Report results back to Council</b>		<b>No</b>		<b>Yes</b>	<b>When</b>	
<b>Citizen Presentation</b>		<b>Yes</b>	X	<b>No</b>	<b>Name</b>	
	<b>Workshop</b>		<b>Formal Agenda</b>	X	<b>Consent</b>	<b>Individual Consideration</b>

**Summary:** On December 15, 2004, City Council authorized the City Manager to sign contracts and additional documents to transfer land for economic development purposes to Action Campus LLC. By ratifying Resolution No. 142-04 the Council formalizes the actions heretofore taken.

**Budget:** N/A.

**Action Requested/Recommendation:** Ratification of Resolution No. 142-04.

**Attachments:** Resolution No. 142-04

**Background Information:** By motion on December 15, 2004, City Council authorized the City Manager to sign contracts and any additional documents necessary to complete the terms of the contracts to transfer land to Industrial Developments, Inc. ("IDI") for economic development purposes pursuant Resolution 1-88. By the terms of the contracts, IDI is to transfer part of the land to Action Campus, LLC and part of the land to GJ Tech Center, LLC. During the closing on the land transfer, the title company requested a written confirmation of the City Council's approval of the conveyance. Resolution No. 142-04 was provided. By this action City Council is ratifying that resolution.

Resolution No. 142-04

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN CONTRACT  
AGREEMENTS FOR CONVEYANCE OF LAND TO ACTION  
CAMPUS LLC AND GJ TECH CENTER LLC

Recitals.

The City owns a parcel of land located at the end of Blue Heron Road. The City received the land as a donation. Pursuant to Resolution 1-88 accepting the land, it is to be used for economic development purposes. GJ Tech Center, LLC (Innovative Textiles) owns a parcel immediately to the west known as Lot 2 of the City Market Subdivision. The City's property and Innovative Textiles' property is being platted together as Blue Heron Lake Industrial Park ("Park"). Action Bindery will be relocating its business to the Park.

The City, IDI and Action Campus LLC have negotiated a contract for the conveyance of a parcel of land to Action Campus LLC for economic development purposes. In order to transfer the land as required by Resolution 1-88, contract agreements for conveyance and the documents referenced in those agreements must be executed.

The Council having duly considered the proposed conveyance to Action Campus LLC, it does hereby authorize the City Manager to sign the contract agreements for conveyance and any additional documents necessary to complete the terms of the agreements and to take action as required for the simultaneous recording of the plat for the Park and conveyance of the real property.

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

That the City Council finds and determines that the attached contracts are in the public interest and further the interests of the City and therefore the City Manager is hereby authorized and directed to sign the contracts between the City of Grand Junction, IDI, Action Campus LLC and GJ Tech Center.

PASSED and ADOPTED the 15<sup>th</sup> day of December 2004.

SIGNED this 23rd day of December 2004.

/s/: Bruce Hill  
Bruce Hill, Mayor

Attest:

/s/: Juanita Peterson  
Juanita Peterson  
Deputy City Clerk

**Attach 7**

Setting a Hearing Pinnacle Ridge Annex Located NE of Monument Road and Mariposa Drive

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
<b>Subject</b>	Setting a hearing for the Pinnacle Ridge Annexation located northeast of Monument Road and Mariposa Drive						
<b>Meeting Date</b>	January 5, 2005						
<b>Date Prepared</b>	December 13, 2004			File #ANX-2004-236			
<b>Author</b>	Kathy Portner			Planning Manager			
<b>Presenter Name</b>	Kathy Portner			Planning Manager			
<b>Report results back to Council</b>	X	No		Yes	<b>When</b>		
<b>Citizen Presentation</b>		Yes	X	No	<b>Name</b>		
	<b>Workshop</b>	X	<b>Formal Agenda</b>	X	<b>Consent</b>		<b>Individual Consideration</b>

**Summary:** Resolution referring a petition for annexation and introduction of a proposed ordinance for the 45.5 acre Pinnacle Ridge annexation.

**Budget:** N/A

**Action Requested/Recommendation:** Approval of the Resolution of Referral, accepting the Pinnacle Ridge Annexation petition and introduce the proposed Pinnacle Ridge Annexation Ordinance, exercise land use jurisdiction immediately and set a hearing for February 16, 2005.

**Background Information:** See attached Staff Report/Background Information

**Attachments:**

1. Staff report/Background information
2. General Location/Annexation Map
3. Aerial Photo
4. Future Land Use Map
5. Zoning Map
6. Resolution Referring Petition
7. Annexation Ordinance

STAFF REPORT / BACKGROUND INFORMATION					
<b>Location:</b>		Northeast of Monument Road and Mariposa Drive			
<b>Applicants:</b>		Owner: Claude & Marie Barlieb; Viola Cassel Representative: Robert Jones II			
<b>Existing Land Use:</b>		Vacant			
<b>Proposed Land Use:</b>		Residential			
<b>Surrounding Land Use:</b>	<b>North</b>	Residential Medium Low 2-4 du/ac			
	<b>South</b>	Public			
	<b>East</b>	Residential Low, ½ - 2 ac/du			
	<b>West</b>	Residential Medium Low, 2-4 du/ac			
<b>Existing Zoning:</b>		County RSF-4			
<b>Proposed Zoning:</b>		City RSF-2			
<b>Surrounding Zoning:</b>	<b>North</b>	PD (Planned Development, 4 du/ac)			
	<b>South</b>	CSR (Community Services and Recreation)			
	<b>East</b>	RSF-2 and County RSF-4			
	<b>West</b>	PD (Planned Development, 4 du/ac)			
<b>Growth Plan Designation:</b>		Residential Low, ½ - 2 ac/du			
<b>Zoning within density range?</b>		<b>X</b>	<b>Yes</b>	<input type="checkbox"/>	<b>No</b>

**Staff Analysis:**

**ANNEXATION:**

This annexation area consists of approximately 45.5. The property owners have requested annexation into the City to allow them to proceed with a development proposal for the property. Under the 1998 Persigo Agreement all development on the Redlands, within a ¼ mile of the City limits, requires annexation and processing in the City.

It is staff's opinion, based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the Pinnacle Ridge Annexation is eligible to be annexed because of compliance with the following:

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;
- b) Not less than one-sixth of the perimeter of the area to be annexed is

- contiguous with the existing City limits;
- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;
  - d) The area is or will be urbanized in the near future;
  - e) The area is capable of being integrated with the City;
  - f) No land held in identical ownership is being divided by the proposed annexation;
  - g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owners consent.

The following annexation and zoning schedule is being proposed.

<b><i>ANNEXATION SCHEDULE</i></b>	
<b>January 5, 2005</b>	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
<b>January 25, 2005</b>	Planning Commission considers Zone of Annexation
<b>February 2, 2005</b>	Introduction Of A Proposed Ordinance on Zoning by City Council
<b>February 16, 2005</b>	Acceptance of Petition and Public Hearing on Annexation by City Council
<b>March 20, 2005</b>	Effective date of Annexation

**PINNACLE RIDGE ANNEXATION SUMMARY**

<b>File Number:</b>		ANX-2004-236
<b>Location:</b>		Northeast of Monument Road and Mariposa Drive
<b>Tax ID Number:</b>		2945-212-00-011; 2945-212-08-001—010; 2945-212-10-001—009
<b>Parcels:</b>		20 (antiquated subdivision)
<b>Estimated Population:</b>		0
<b># of Parcels (owner occupied):</b>		0
<b># of Dwelling Units:</b>		0
<b>Acres land annexed:</b>		45.47
<b>Developable Acres Remaining:</b>		45.47
<b>Right-of-way in Annexation:</b>		Unbuilt, platted Right-of-Way
<b>Previous County Zoning:</b>		RSF-4
<b>Proposed City Zoning:</b>		RSF-2
<b>Current Land Use:</b>		Vacant
<b>Future Land Use:</b>		Residential
<b>Values:</b>	<b>Assessed:</b>	\$25,790
	<b>Actual:</b>	\$88,800
<b>Address Ranges:</b>		
<b>Special Districts:</b>	<b>Water:</b>	Ute
	<b>Sewer:</b>	
	<b>Fire:</b>	Grand Junction Rural Fire
	<b>Irrigation/ Drainage:</b>	Redlands Water and Power
	<b>School:</b>	District 51
	<b>Pest:</b>	N/A



# Aerial Photo Map

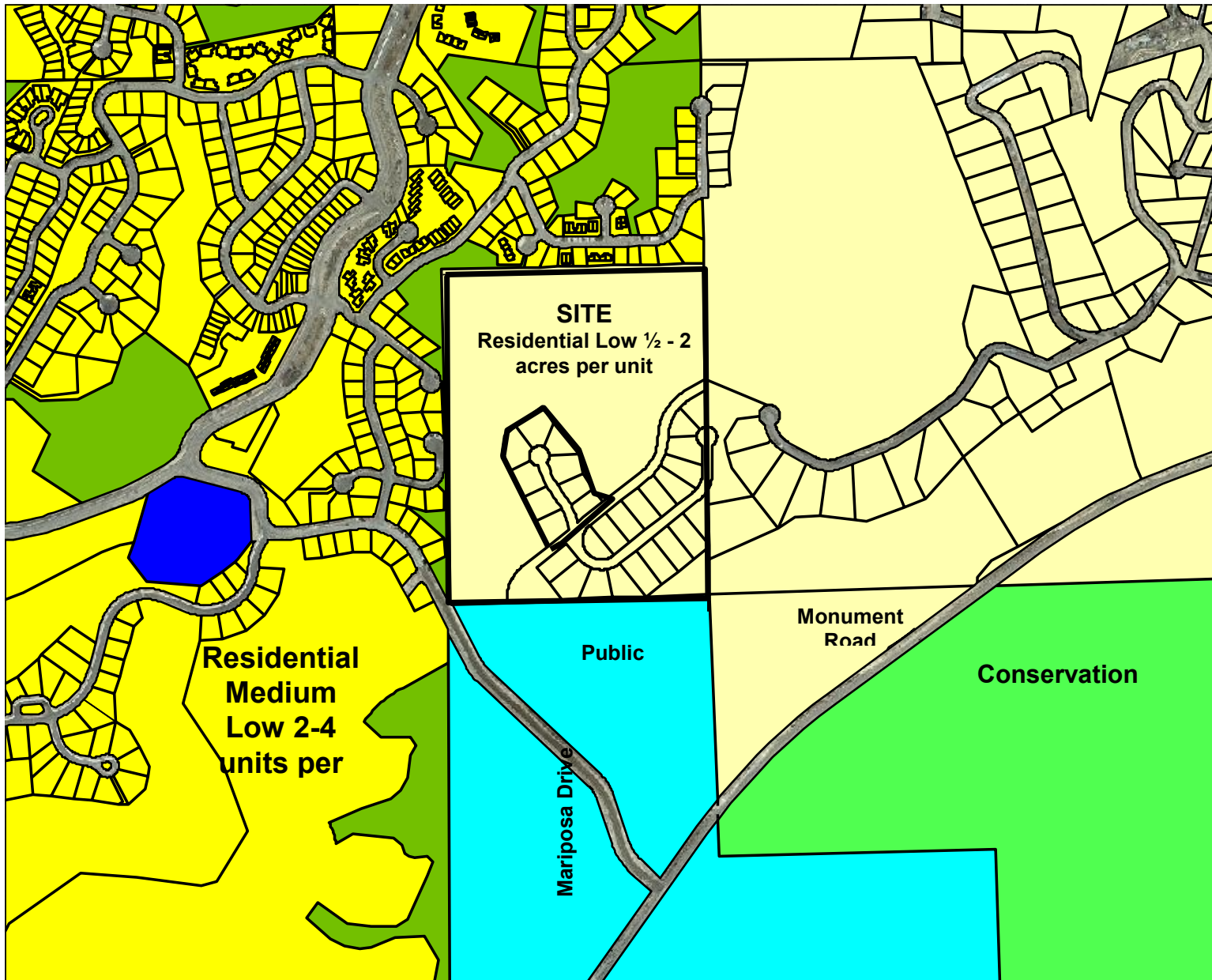
Figure 2





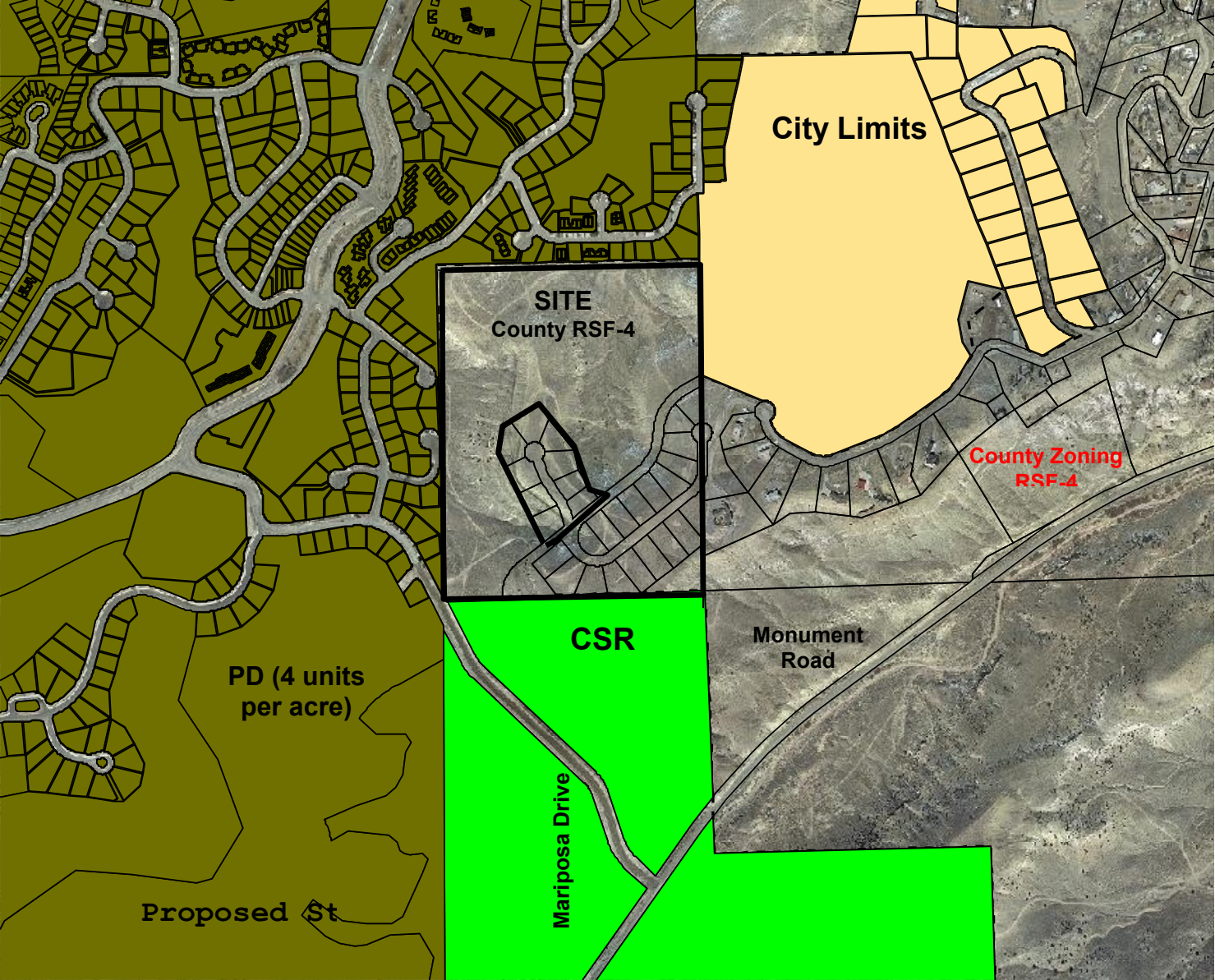
**Future Land Use Map**

Figure 3



# Existing City and County Zoning

Figure 4



NOTE: Mesa County is currently in the process of updating their zoning map. Please contact Mesa County directly to determine parcels and the zoning thereof."

**NOTICE OF HEARING  
ON PROPOSED ANNEXATION OF LANDS  
TO THE CITY OF GRAND JUNCTION, COLORADO**

**NOTICE IS HEREBY GIVEN** that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on the 5th of January, 2005, the following Resolution was adopted:

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION  
REFERRING A PETITION TO THE CITY COUNCIL  
FOR THE ANNEXATION OF LANDS  
TO THE CITY OF GRAND JUNCTION, COLORADO,  
SETTING A HEARING ON SUCH ANNEXATION,  
AND EXERCISING LAND USE CONTROL**

**PINNACLE RIDGE ANNEXATION**

**LOCATED Northeast of Monument Road and Mariposa Drive.**

WHEREAS, on the 5th day of January, 2005, a petition was referred 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:

PINNACLE RIDGE ANNEXATION

A certain parcel of land lying in the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) and the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of Section 21, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

ALL of the SW 1/4 NW 1/4 of said Section 21, LESS HOWEVER, Block Three and all of Spur Drive lying within said Block Three lying North of the North right of way for Rawhide Drive, as shown on Energy Center Subdivision, Phase 1, as same is recorded in Plat Book 8, Page 55, Public Records of Mesa County, Colorado, TOGETHER WITH, all of the NW 1/4 NW 1/4 of said Section 21 lying South of and adjacent to, the South line of The Ridges Filing No. Three, as same is recorded in Plat Book 12, Page 373, Public Records of Mesa County, Colorado.

CONTAINS 45.4667 Acres (1,980,529.8 Sq. Ft.), more or less, as described

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:

1. That a hearing will be held on the 16th day of February, 2005, in the City Hall auditorium, located at 250 North 5<sup>th</sup> Street, City of Grand Junction, Colorado, at 7:30 PM to determine whether one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; whether a community of interest exists between the territory and the city; whether the territory proposed to be annexed is urban or will be urbanized in the near future; whether the territory is integrated or is capable of being integrated with said City; whether any land in single ownership has been divided by the proposed annexation without the consent of the landowner; whether any land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; whether any of the land is now subject to other annexation proceedings; and whether an election is required under the Municipal Annexation Act of 1965.
2. Pursuant to the State's Annexation Act, the City Council determines that the City may now, and hereby does, exercise jurisdiction over land use issues in the said territory. Requests for building permits, subdivision approvals and zoning approvals shall, as of this date, be submitted to the Community Development Department of the City.

ADOPTED this 5th day of January, 2005.

Attest:

---

President of the Council

---

City Clerk

**NOTICE IS FURTHER GIVEN** that a hearing will be held in accordance with the Resolution on the date and at the time and place set forth in the Resolution.

---

City Clerk

<i><b>DATES PUBLISHED</b></i>
<b>January 7, 2005</b>
<b>January 14, 2005</b>
<b>January 21, 2005</b>
<b>January 28, 2005</b>



**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ANNEXING TERRITORY TO THE  
CITY OF GRAND JUNCTION, COLORADO**

**PINNACLE RIDGE ANNEXATION**

**APPROXIMATELY 45.5 ACRES**

**LOCATED NORTHEAST OF MONUMENT ROAD AND MARIPOSA DRIVE**

**WHEREAS**, on the 5<sup>th</sup> day January, 2005, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

**WHEREAS**, a hearing on the petition was duly held after proper notice on the 16th day of February, 2005; and

**WHEREAS**, the City Council determined that said territory was eligible for annexation and that no election was necessary to determine whether such territory should be annexed;

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

That the property situate in Mesa County, Colorado, and described to wit:

**PINNACLE RIDGE ANNEXATION**

A certain parcel of land lying in the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) and the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of Section 21, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

ALL of the SW 1/4 NW 1/4 of said Section 21, LESS HOWEVER, Block Three and all of Spur Drive lying within said Block Three lying North of the North right of way for Rawhide Drive, as shown on Energy Center Subdivision, Phase 1, as same is recorded in Plat Book 8, Page 55, Public Records of Mesa County, Colorado, TOGETHER WITH, all of the NW 1/4 NW 1/4 of said Section 21 lying South of and adjacent to, the South line of The Ridges Filing No. Three, as same

is recorded in Plat Book 12, Page 373, Public Records of Mesa County, Colorado.

CONTAINS 45.4667 Acres (1,980,529.8 Sq. Ft.), more or less, as described

Be and is hereby annexed to the City of Grand Junction, Colorado.

**INTRODUCED** on first reading on the 5th day of January, 2005 and ordered published.

**ADOPTED** on second reading this \_\_\_\_ day of \_\_\_\_\_, 2005.

Attest:

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

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

**Attach 8**

Setting a Hearing for the Storage Place II Annex Located at 501 Centennial Rd

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
<b>Subject</b>	Setting a hearing for the Storage Place II Annexation located at 501 Centennial Road						
<b>Meeting Date</b>	January 05, 2005						
<b>Date Prepared</b>	December 20, 2004				File #ANX-2004-263		
<b>Author</b>	Faye Hall			Planning Technician			
<b>Presenter Name</b>	Faye Hall			Planning Technician			
<b>Report results back to Council</b>	X	No		Yes	<b>When</b>		
<b>Citizen Presentation</b>		Yes	X	No	<b>Name</b>		
	<b>Workshop</b>	X	<b>Formal Agenda</b>		X	<b>Consent</b>	<b>Individual Consideration</b>

**Summary:** Resolution referring a petition for annexation and introduction of a proposed ordinance. The 1.98 acre Storage Place II Annexation consists of one parcel of land and portions of the Centennial Road right-of-way.

**Budget:** N/A

**Action Requested/Recommendation:** Approval of the Resolution of Referral, accepting the Storage Place II Annexation petition and introduce the proposed Storage Place II Annexation Ordinance, exercise land use jurisdiction immediately and set a hearing for February 16, 2005.

**Background Information:** See attached Staff Report/Background Information

**Attachments:**

1. Staff report/Background information
2. General Location Map
3. Aerial Photo
4. Growth Plan Map
5. Zoning Map
6. Annexation map
7. Resolution Referring Petition
8. Annexation Ordinance

STAFF REPORT / BACKGROUND INFORMATION			
<b>Location:</b>		501 Centennial Road	
<b>Applicants:</b>		Owner: A Storage Place-GJE LLC - Darryl Flaming Developer: Colorado Storage Properties-GJE LLC - Todd Langord, Representative: Balaz & Associates, Inc. - Bill Balaz	
<b>Existing Land Use:</b>		Vacant	
<b>Proposed Land Use:</b>		Storage Units	
<b>Surrounding Land Use:</b>	<b>North</b>	Commercial storage units	
	<b>South</b>	Gas Station / Convenience Store / Church	
	<b>East</b>	Commercial storage units	
	<b>West</b>	Cemetery	
<b>Existing Zoning:</b>		County C-2	
<b>Proposed Zoning:</b>		City C-1	
<b>Surrounding Zoning:</b>	<b>North</b>	City C-1	
	<b>South</b>	County C-2	
	<b>East</b>	City C-1	
	<b>West</b>	County RSF-R & C-2	
<b>Growth Plan Designation:</b>		Commercial	
<b>Zoning within density range?</b>	<b>X</b>	<b>Yes</b>	<b>No</b>

**Staff Analysis:**

**ANNEXATION:**

This annexation area consists of 1.98 acres of land and is comprised of one parcel and portions of the Centennial Road right-of-way. The property owners have requested annexation into the City as the result of a request to develop in the County. Under the 1998 Persigo Agreement all new commercial development requires annexation and processing in the City.

It is staff's opinion, based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the Storage Place II Annexation is eligible to be annexed because of compliance with the following:

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;
- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;

- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;
- d) The area is or will be urbanized in the near future;
- e) The area is capable of being integrated with the City;
- f) No land held in identical ownership is being divided by the proposed annexation;
- g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owners consent.

The following annexation and zoning schedule is being proposed.

<b><i>ANNEXATION SCHEDULE</i></b>	
<b>January 05, 2005</b>	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
<b>January 25, 2005</b>	Planning Commission considers Zone of Annexation
<b>February 02, 2005</b>	Introduction Of A Proposed Ordinance on Zoning by City Council
<b>February 16, 2005</b>	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
<b>March 20, 2005</b>	Effective date of Annexation and Zoning

**STORAGE PLACE II ANNEXATION SUMMARY**

<b>File Number:</b>		ANX-2004-263
<b>Location:</b>		501 Centennial Road
<b>Tax ID Number:</b>		2943-084-00-059
<b>Parcels:</b>		1
<b>Estimated Population:</b>		0
<b># of Parcels (owner occupied):</b>		0
<b># of Dwelling Units:</b>		0
<b>Acres land annexed:</b>		1.98 acres (86,349.61 sq ft)
<b>Developable Acres Remaining:</b>		1.41 acres (61,547.94 sq ft)
<b>Right-of-way in Annexation:</b>		.57 acres (24,801.67 sq ft)
<b>Previous County Zoning:</b>		C-2
<b>Proposed City Zoning:</b>		C-1
<b>Current Land Use:</b>		Vacant
<b>Future Land Use:</b>		Commercial storage units
<b>Values:</b>	<b>Assessed:</b>	\$29,310
	<b>Actual:</b>	\$101,060
<b>Census Tract:</b>		N/A
<b>Address Ranges:</b>		501 Centennial Road
<b>Special Districts:</b>	<b>Water:</b>	Ute
	<b>Sewer:</b>	Fruitvale Sanitation
	<b>Fire:</b>	Grand Junction Rural Fire
	<b>Irrigation/ Drainage:</b>	Grand Junction Drainage District & Grand Valley Irrigation
	<b>School:</b>	Mesa County School District 51
	<b>Pest:</b>	N/A

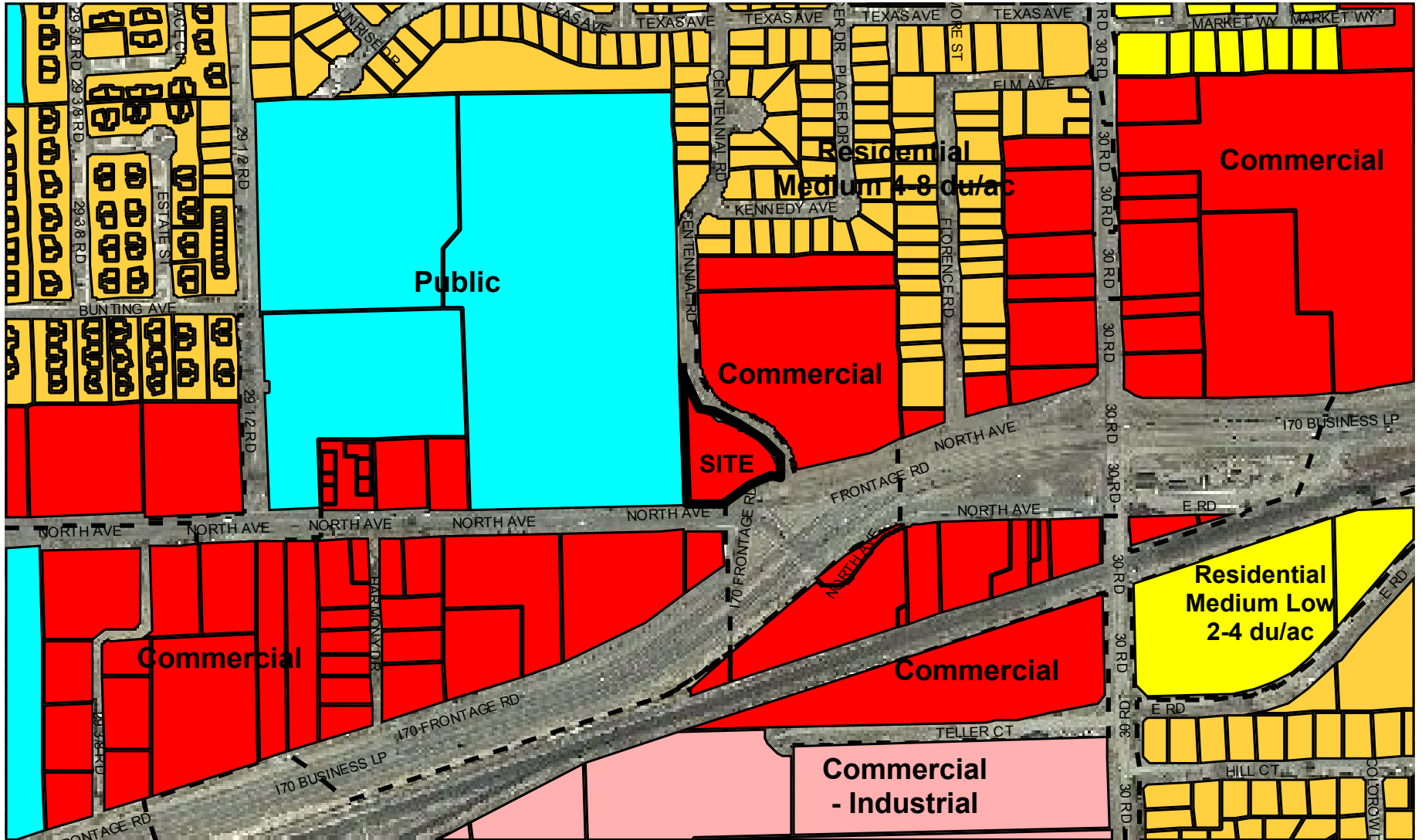
# Aerial Photo Map

Figure 1



# Future Land Use Map

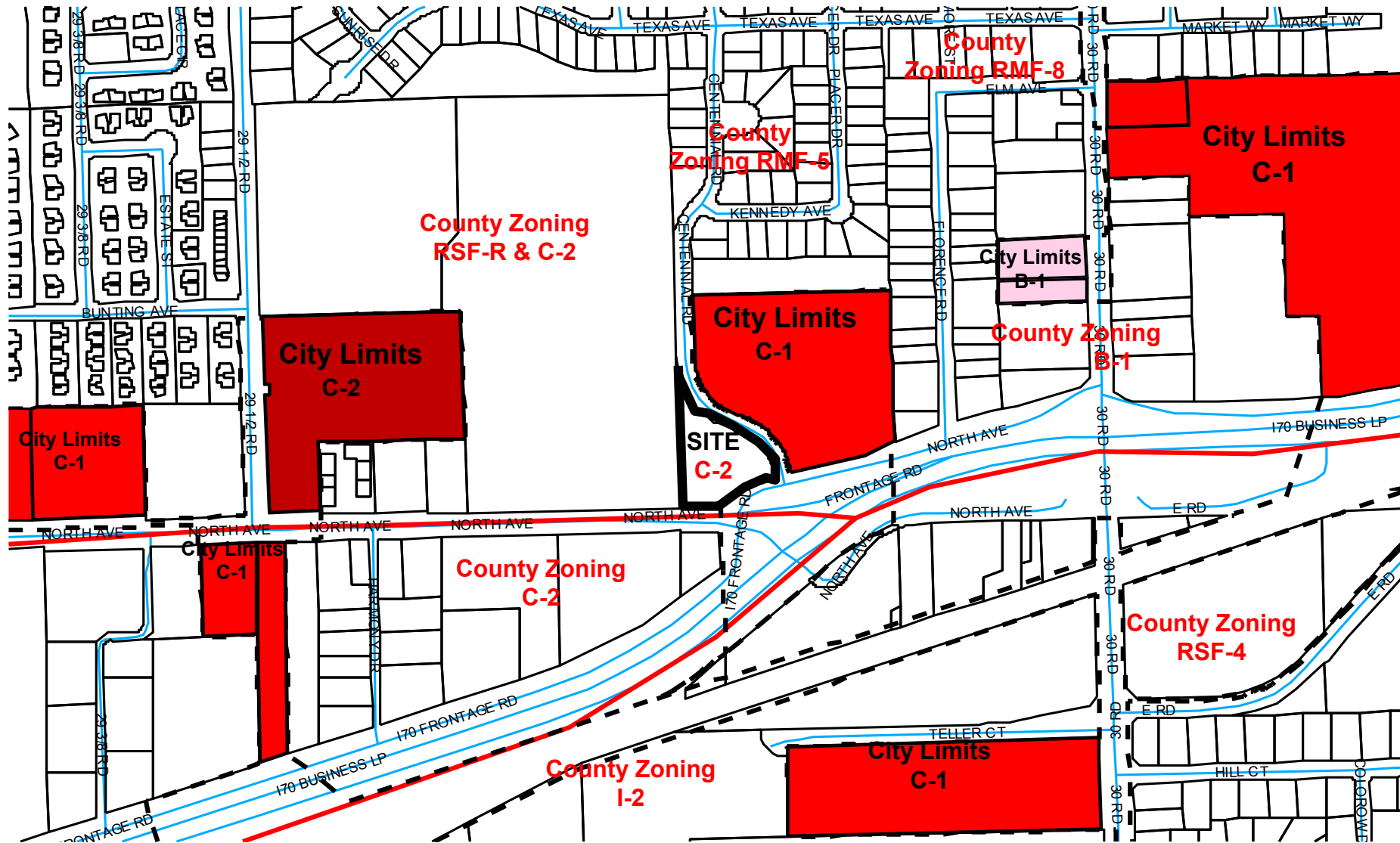
Figure 2





# Existing City and County Zoning

Figure 3



NOTE: Mesa County is currently in the process of updating their zoning map. Please contact Mesa County directly to determine parcels and the zoning thereof."

# Storage Place II Annexation

Figure 5



 City Limits     Annexation Boundary

**NOTICE OF HEARING  
ON PROPOSED ANNEXATION OF LANDS  
TO THE CITY OF GRAND JUNCTION, COLORADO**

**NOTICE IS HEREBY GIVEN** that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on the 5th day of January, 2005, the following Resolution was adopted:

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION  
REFERRING A PETITION TO THE CITY COUNCIL  
FOR THE ANNEXATION OF LANDS  
TO THE CITY OF GRAND JUNCTION, COLORADO,  
SETTING A HEARING ON SUCH ANNEXATION,  
AND EXERCISING LAND USE CONTROL**

**A STORAGE PLACE II ANNEXATION**

**LOCATED AT 501 CENTENNIAL ROAD & PORTIONS OF THE CENTENNIAL  
ROAD RIGHT-OF-WAY**

WHEREAS, on the 5th day of January, 2005, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

A certain parcel of land lying in the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of Section 8, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Southwest corner of the SE 1/4 SE 1/4 of said Section 8 and assuming the West line of the SE 1/4 SE 1/4 of said Section 8 bears N 00°03'35" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N 00°03'35" W along the West line of the SE 1/4 SE 1/4 of said Section 8, a distance of 50.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue N 00°03'35" W along the West line of the SE 1/4 SE 1/4 of said Section 8, also being the East line of Memorial Gardens Minor Subdivision, as same is recorded in Plat Book 19, Page 379, Public Records of Mesa County, Colorado, a distance of 441.19 feet to a point being the intersection of the West right of way for Centennial Road and the West line of the SE 1/4 SE 1/4 of said Section 8, as same is shown on the plat of Centennial '76-Filing One, as same is recorded in Plat Book 11, Page 202 and 203, Public Records of Mesa County, Colorado; thence N 89°56'25" E a distance of 50.00 feet to a point on the East right of way for said Centennial Road, being the beginning of a 175.00 foot radius curve, concave Northeast, whose long chord bears S 34°46'02" E and with a long chord length of 199.29 feet; thence Southeasterly 212.02 feet along the arc of said curve, through a central angle of 69°24'54"; thence S 69°28'29" E along the East right of way for said Centennial Road, a distance of 34.25 feet to a point being the beginning of a 225.00 foot radius curve, concave Southwest, whose long chord bears S 40°53'44" E and with a long chord length of 215.27 feet; thence Southeasterly 224.46 feet along

the arc of said curve, through a central angle of 57°09'30"; thence S 12°18'59" E along the East right of way for said Centennial Road, a distance of 20.00 feet to a point on the North right of way for I-70B, as same is recorded in Book 605, Page 267 and Book 693, Page 35, Public Records of Mesa County, Colorado; thence S 77°41'01" W along said North right of way for I-70B, a distance of 128.91 feet; thence S 58°25'31" W along said North of way for I-70B, a distance of 106.64 feet; thence S 89°57'58" W along a line 50.00 feet North of and parallel with, the South line of the SE 1/4 SE 1/4 of said Section 8, a distance of 123.66 feet, more or less, to the Point of Beginning.

CONTAINING 1.982 Acres (86,349.6 Sq. Ft.), more or less, as described.

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:

1. That a hearing will be held on the 16th day of February, 2005, in the City Hall auditorium, located at 250 North 5th Street, City of Grand Junction, Colorado, at 7:30 PM to determine whether one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; whether a community of interest exists between the territory and the city; whether the territory proposed to be annexed is urban or will be urbanized in the near future; whether the territory is integrated or is capable of being integrated with said City; whether any land in single ownership has been divided by the proposed annexation without the consent of the landowner; whether any land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; whether any of the land is now subject to other annexation proceedings; and whether an election is required under the Municipal Annexation Act of 1965.
2. Pursuant to the State's Annexation Act, the City Council determines that the City may now, and hereby does, exercise jurisdiction over land use issues in the said territory. Requests for building permits, subdivision approvals and zoning approvals shall, as of this date, be submitted to the Community Development Department of the City.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Attest:

---

President of the Council

---

City Clerk

**NOTICE IS FURTHER GIVEN** that a hearing will be held in accordance with the Resolution on the date and at the time and place set forth in the Resolution.

---

City Clerk

<i>DATES PUBLISHED</i>
<b>January 07, 2005</b>
<b>January 14, 2005</b>
<b>January 21, 2005</b>
<b>January 28, 2005</b>

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ANNEXING TERRITORY TO THE  
CITY OF GRAND JUNCTION, COLORADO**

**A STORAGE PLACE II ANNEXATION**

**APPROXIMATELY 1.98 ACRES**

**LOCATED AT 501 CENTENNIAL ROAD AND INCLUDING CENTENNIAL ROAD  
RIGHT-OF-WAY**

**WHEREAS**, on the 5th day of January, 2005, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

**WHEREAS**, a hearing on the petition was duly held after proper notice on the 16th day of February, 2005; and

**WHEREAS**, the City Council determined that said territory was eligible for annexation and that no election was necessary to determine whether such territory should be annexed;

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

That the property situate in Mesa County, Colorado, and described to wit:

A certain parcel of land lying in the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of Section 8, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Southwest corner of the SE 1/4 SE 1/4 of said Section 8 and assuming the West line of the SE 1/4 SE 1/4 of said Section 8 bears N 00°03'35" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N 00°03'35" W along the West line of the SE 1/4 SE 1/4 of said Section 8, a distance of 50.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue N 00°03'35" W along the West line of the SE 1/4 SE 1/4 of said Section 8, also being the East line of Memorial Gardens Minor Subdivision, as same is recorded in Plat Book 19, Page 379, Public Records of Mesa County, Colorado, a distance of 441.19 feet to a



point being the intersection of the West right of way for Centennial Road and the West line of the SE 1/4 SE 1/4 of said Section 8, as same is shown on the plat of Centennial '76-Filing One, as same is recorded in Plat Book 11, Page 202 and 203, Public Records of Mesa County, Colorado; thence N 89°56'25" E a distance of 50.00 feet to a point on the East right of way for said Centennial Road, being the beginning of a 175.00 foot radius curve, concave Northeast, whose long chord bears S 34°46'02" E and with a long chord length of 199.29 feet; thence Southeasterly 212.02 feet along the arc of said curve, through a central angle of 69°24'54"; thence S 69°28'29" E along the East right of way for said Centennial Road, a distance of 34.25 feet to a point being the beginning of a 225.00 foot radius curve, concave Southwest, whose long chord bears S 40°53'44" E and with a long chord length of 215.27 feet; thence Southeasterly 224.46 feet along the arc of said curve, through a central angle of 57°09'30"; thence S 12°18'59" E along the East right of way for said Centennial Road, a distance of 20.00 feet to a point on the North right of way for I-70B, as same is recorded in Book 605, Page 267 and Book 693, Page 35, Public Records of Mesa County, Colorado; thence S 77°41'01" W along said North right of way for I-70B, a distance of 128.91 feet; thence S 58°25'31" W along said North of way for I-70B, a distance of 106.64 feet; thence S 89°57'58" W along a line 50.00 feet North of and parallel with, the South line of the SE 1/4 SE 1/4 of said Section 8, a distance of 123.66 feet, more or less, to the Point of Beginning.

CONTAINING 1.982 Acres (86,349.6 Sq. Ft.), more or less, as described.

Be and is hereby annexed to the City of Grand Junction, Colorado.

**INTRODUCED** on first reading on the 5th day of January, 2005 and ordered published.

**ADOPTED** on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Attest:

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

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

**Attach 9**

Award of Signal Communications Phase IC Contract

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA								
<b>Subject</b>		Award of Signal Communications Contract						
<b>Meeting Date</b>		January 5, 2005						
<b>Date Prepared</b>		December 29, 2004			<b>File #</b>			
<b>Author</b>		Jody Kliska		Transportation Engineer				
<b>Presenter Name</b>		Tim Moore		Public Works Manager				
<b>Report results back to Council</b>		X	No		Yes	<b>When</b>		
<b>Citizen Presentation</b>			Yes	X	No	<b>Name</b>		
	<b>Workshop</b>	X	<b>Formal Agenda</b>			<b>Consent</b>	X	<b>Individual Consideration</b>

**Summary:** Bids were opened on December 14, 2004 for the **Signal Communications Phase 1C** project. The low bid was submitted by **Sturgeon Electric** in the amount of \$219,927.75.

**Budget:** Funds are budgeted in the 2011 Fund – Project Budget 2005 F33800. Funds for 2005 are budgeted in the amount of \$187,500. Carry forwards from 2004 are expected to be \$103,945.80, for a total available of \$291,445.80. Changes in the CIP in 2003 cut the funding available for the signal communications project in half. Expenditures in 2004 were mainly for design of this project and purchase of needed equipment, with the balance of 2004 funds intended to be added to 2005 funds for construction.

Project Costs:

Construction Contract (low bid)	\$219,927.75
Construction Inspection/Administration (est.)	\$ 5,000.00
Signal Equipment Upgrades (est.)	<u>\$ 25,000.00</u>
Total Costs	
\$249,927.75	

Project Funding:

City 2005 CIP Funds	
\$187,500.00	
2004 Carry Forward (est.)	<u>\$103,945.80</u>
Total Funds Available	
\$291,445.80	

Total Costs  
\$249,927.75  
 Balance  
 \$ 41,518.05

**Action Requested/Recommendation:** City Council motion authorizing the City Manager to execute a construction contract for the **Communications Phase 1C** project with **Sturgeon Electric** in the amount of \$219,927.75.

**Background Information:** The following bids were received for this project:

<b>Contractor</b>	<b>City</b>	<b>Bid Amount</b>
Sturgeon Electric	Grand Jct./Henderson, CO	\$219,927.75
Double E Inc.	Colorado Springs, CO	\$285,706.40
U.S. Communications	Albuquerque, NM	\$352,023.60
Power Engineering	Lakewood, CO	\$407,285.07
<i>Engineer's Estimate</i>		\$259,120.00

The project will install fiber optic cable to connect 15 traffic signals along Patterson Road, from 25 Road to 30 Road, two signals on 7<sup>th</sup> Street and two signals on 29 Road. Additionally, the fiber optic cable will be available to the two fire stations along Patterson Road for computer connections between the buildings. The project is the third of several programmed in the CIP that will eventually connect the signals throughout the city and be able to tie in with the statewide system. The intent is to permit the City of Grand Junction to control the signal timing from the Transportation Engineering office via a fiber optic connection, with the added benefit of enhancing the computer connections between City facilities.

Purchasing advertised in the Daily Sentinel and electronic notifications were sent to one hundred twenty four (124) potential contractors. Thirty eight (38) contractors and four (4) plan rooms downloaded or were mailed the solicitation package. Six (6) contractors attended the non mandatory bidders briefing. Four (4) responsive responsible bids were received.

The Signal Communications project is a multi-year endeavor to connect the traffic signals and city and county facilities with fiber optic cable for better system operations and data. To date, two construction contracts have been completed that have resulted in connecting 39 traffic signals to the system and have connected City Hall, City Shops, Riverside Parkway office, Two Rivers Convention Center, the Police Station, Fire Station 1, PD Substation Mesa Mall, County Mesa Mall office, the Food Bank, the Justice Center, Sheriff's Office,

County Facilities Building and the County Courthouse. Mesa County has paid for the connections to their buildings. The CIP has funding for the design and construction of the remainder of the traffic signals within the core city area. North Avenue, 1<sup>st</sup>, 7<sup>th</sup> and 12<sup>th</sup> Street will be the next area for design and construction.

Construction on the Patterson Road contract is expected to begin by the end of January and be completed by the end of July.

**Attach 10**

Purchase of Property at 930 S. 5<sup>th</sup> Street

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
<b>Subject</b>	Purchase of Property 930 S 5 <sup>th</sup> St for the Riverside Parkway Project					
<b>Meeting Date</b>	January 5, 2005					
<b>Date Prepared</b>	December 29, 2004				<b>File #</b>	
<b>Author</b>	Trent Prall			Riverside Pkwy Project Manager		
<b>Presenter Name</b>	Mark Relph			Public Works and Utilities Director		
<b>Report results back to Council</b>	X	No		Yes	<b>When</b>	
<b>Citizen Presentation</b>		Yes	X	No	<b>Name</b>	
	<b>Workshop</b>	X	<b>Formal Agenda</b>			<b>Consent</b> X <b>Individual Consideration</b>

**Summary:** The City has entered into a contract to purchase a property from the Colorado Riverfront Foundation for the Riverside Parkway Project. The City's obligation to purchase this property is contingent upon Council's ratification of the purchase contract.

**Budget:** Sufficient funds exist in the 2005 Riverside Parkway budget to complete the City's due diligence investigations and purchase of this property:

<b>2005 Right-of-Way Budget</b>	<b>\$8,300,000</b>
2005 Right-of-Way Related Expenses to Date:	\$0
<b>Costs Related to this Property Purchase:</b>	
Purchase Price	\$15,600
Estimated Moving Costs	\$0
Potential Reestablishment Costs	\$0
Estimated Closing Costs (\$300 per lot)	\$300
Environmental Inspections	\$2,500
Asbestos Removal	\$4,000
Demolition	\$3,000
Misc environmental cleanup	\$1,000
<b>Total Costs Related to This Request</b>	<b>\$26,400</b>
<b>2005 Remaining Right-of-Way Funds</b>	<b>\$8,273,600</b>
<b>Total Project Budget</b>	<b>\$88,925,000</b>
Estimated Project Costs:	
Prelim. Engineering / 1601 Process	\$5,610,000
City Admin Expenses / attorney's fees / stipends	\$2,940,000
Utility relocations / undergrounding / Street Lights	\$5,375,000
Construction	\$55,000,000
Right-of-Way & Land Purchases / relocation expenses	\$15,000,000
Construction oversight	\$5,000,000
<b>Total Estimated Project Costs</b>	<b>\$88,925,000</b>
Remaining Funds / Contingency	\$0

**Action Requested/Recommendation:** Adopt a Resolution authorizing the purchase of 930 S. 5<sup>th</sup> St. from the Colorado Riverfront Foundation.

**Attachments:**

1. Proposed Resolution.

**Background Information:** On November 4, 2003, a majority of the City electorate voted to authorize the City to issue \$80 million in bonds to fund the Riverside Parkway. The authorized funding will expedite the design, property acquisition and construction of this transportation corridor.

This property is located just east of Highway 50 (5<sup>th</sup> St) in and amongst the Van Gundy site. The subject property contains the following;

Parcel	Parcel #	Address	Acres	Zoned	Current use	Ownership
E-26	2945-232-02-031	930 S. 5th St	0.086	C-2	Abandoned house	Colorado Riverfront Foundation

A Phase I Environmental Audit has been completed for the purchase. No special remediation requirements are anticipated.

As standard practice the City of Grand Junction completes an appraisal of the real estate to be acquired prior to acquisition. The property owner is encouraged, but not required, to also obtain an appraisal. City staff, as well as the City's real estate consultant HC Peck and Associates, has reviewed the two independently prepared



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE PURCHASE OF REAL PROPERTY  
AT 930 S. 5<sup>th</sup> STREET FROM THE COLORADO RIVERFRONT FOUNDATION**

Recitals.

A. The City of Grand Junction has entered into a contract with the **Colorado Riverfront Foundation** for the purchase by the City of certain real property located within the proposed alignment of the Riverside Parkway. The street address, Mesa County Assessor parcel number and project parcel numbers are as follows:

Project Parcel	Parcel #	Address	Acres	Ownership
E-26	2945-232-02-031	930 S 5th St	0.086	Colorado Riverfront Foundation

B. The purchase contract provides that on or before **January 5, 2004**, the City Council must ratify the purchase and the allocation of funds for all expenses required to effectuate the purchase of said property.

C. Based on the advice and information provided by the City staff, the City Council finds that it is necessary and proper that the City purchase said property.

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

1. The above described property shall be purchased for a price of **\$15,600.00**. All actions heretofore taken by the officers, employees and agents of the City relating to the purchase of said property which are consistent with the provisions of the negotiated Contract to Buy and Sell Real Estate and this Resolution are hereby ratified, approved and confirmed.

2. Said **\$ 15,600.00** is authorized to be paid at closing, in exchange for conveyance of the fee simple title to the described property.

3. The officers, employees and agents of the City are hereby authorized and directed to take all actions necessary or appropriate to complete the purchase of the described property. Specifically, City staff is directed to effectuate this Resolution and the existing Contract to Buy and Sell Real Estate, including the execution and delivery of such certificates and documents as may be necessary or desirable to complete the purchase for the stated price.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2005.



Attest:

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

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

**Attach 11**

Purchase Property 1555 Independent Ave

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
<b>Subject</b>	Purchase of Property 1555 Independent Ave for the Riverside Parkway Project					
<b>Meeting Date</b>	January 5, 2005					
<b>Date Prepared</b>	December 29, 2004				<b>File #</b>	
<b>Author</b>	Trent Prall			Riverside Pkwy Project Manager		
<b>Presenter Name</b>	Mark Relph			Public Works and Utilities Director		
<b>Report results back to Council</b>	X	<b>No</b>		<b>Yes</b>	<b>When</b>	
<b>Citizen Presentation</b>		<b>Yes</b>	X	<b>No</b>	<b>Name</b>	
	<b>Workshop</b>	X	<b>Formal Agenda</b>		<b>Consent</b>	X <b>Individual Consideration</b>

**Summary:** The City has entered into a contract to purchase a property from the McCallum Family LLC for the Riverside Parkway Project. The City's obligation to purchase this property is contingent upon Council's ratification of the purchase contract.

**Budget:** Sufficient funds exist in the 2005 Riverside Parkway budget to complete the City's due diligence investigations and purchase of this property:

<b>2005 Right-of-Way Budget</b>	<b>\$8,300,000</b>
2005 Right-of-Way Related Expenses to Date:	\$0
<b>Costs Related to this Property Purchase:</b>	
Purchase Price	\$512,000
Estimated Moving Costs	\$25,000
Potential Reestablishment Costs	\$30,300
Estimated Closing Costs (\$300 per lot)	\$300
Environmental Inspections	\$2,500
Asbestos Removal	\$0
Demolition	\$5,000
Misc environmental cleanup	\$1,000
<b>Total Costs Related to This Request</b>	<b>\$576,100</b>
<b>2005 Remaining Right-of-Way Funds</b>	<b>\$7,723,900</b>
<b>Total Project Budget</b>	<b>\$88,925,000</b>
Estimated Project Costs:	
Prelim. Engineering / 1601 Process	\$5,610,000
City Admin Expenses / attorney's fees / stipends	\$2,940,000
Utility relocations / undergrounding / Street Lights	\$5,375,000
Construction	\$55,000,000
Right-of-Way & Land Purchases / relocation expenses	\$15,000,000
Construction oversight	\$5,000,000
<b>Total Estimated Project Costs</b>	<b>\$88,925,000</b>
Remaining Funds / Contingency	\$0

**Action Requested/Recommendation:** Adopt a Resolution authorizing the purchase of 1555 Independent Ave from the McCallum Family LLC.

**Attachments:**

1. Proposed Resolution.

**Background Information:** On November 4, 2003, a majority of the City electorate voted to authorize the City to issue \$80 million in bonds to fund the Riverside Parkway. The authorized funding will expedite the design, property acquisition and construction of this transportation corridor.

This property is located just south of Highway 6&50 along 25 Rd. This building is utilized by TPI Construction. The subject property contains the following;

Parcel	Parcel #	Address	Acres	Zoned	Current use	Ownership
B-11	2945-103-40-001	1555 Independent	0.900	C-2	Metal Building Sales	McCallum Family LLC

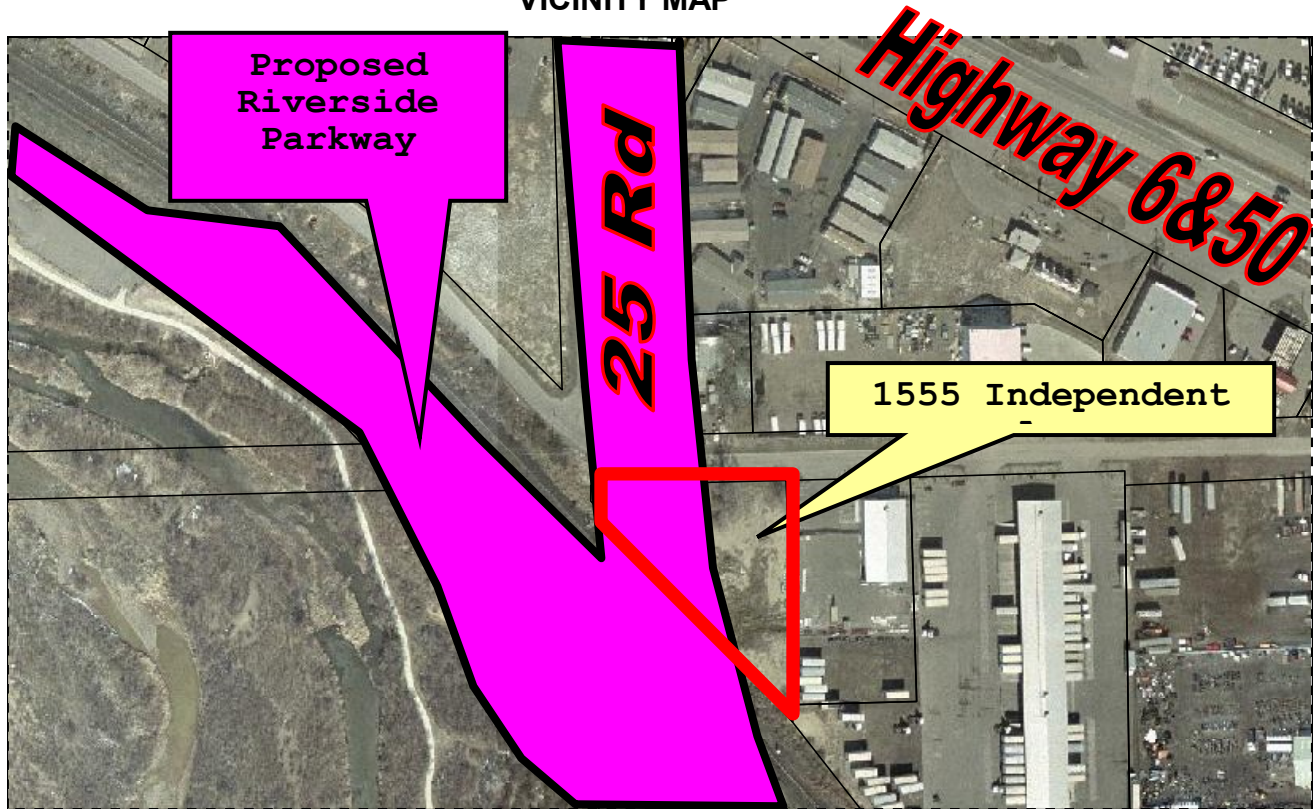
The subject property contains 0.900 acres of C-2 zoned land area and one 3900 sq ft metal building. The buildings were constructed in 2002.

A Phase I Environmental Audit has been completed for the purchase. No special remediation requirements are anticipated.

As standard practice the City of Grand Junction completes an appraisal of the real estate to be acquired prior to acquisition. The property owner is encouraged, but not required, to also obtain an appraisal. City staff, as well as the City's real estate consultant HC Peck and Associates, has reviewed the two independently prepared appraisals and believes that the purchase price for the subject property is indicative of the fair market value.

Closing is planned for **mid January 2005**. Staff recommends this purchase as it is necessary for the construction of the proposed 25 Rd overpass as part of the Riverside Parkway project.

**VICINITY MAP**



**AT 1555 INDEPENDENT AVE FROM THE MCCALLUM FAMILY LLC**

Recitals.

A. The City of Grand Junction has entered into a contract with the **McCallum Family LLC** for the purchase by the City of certain real property located within the proposed alignment of the Riverside Parkway. The street address, Mesa County Assessor parcel number and project parcel numbers are as follows:

Project Parcel	Parcel #	Address	Acres	Ownership
B-11	2945-103-40-001	1555 Independent Ave	0.900	McCallum Family LLC

B. The purchase contract provides that on or before **January 5, 2004**, the City Council must ratify the purchase and the allocation of funds for all expenses required to effectuate the purchase of said property.

C. Based on the advice and information provided by the City staff, the City Council finds that it is necessary and proper that the City purchase said property.

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

1. The above described property shall be purchased for a price of **\$512,000.** In addition to the purchase price, a reestablishment benefit of **\$30,300** in accordance with the City's relocation policy. All actions heretofore taken by the officers, employees and agents of the City relating to the purchase of said property which are consistent with the provisions of the negotiated Contract to Buy and Sell Real Estate and this Resolution are hereby ratified, approved and confirmed.

2. Said **\$ 542,300.00** is authorized to be paid at closing, in exchange for conveyance of the fee simple title to the described property.

3. The officers, employees and agents of the City are hereby authorized and directed to take all actions necessary or appropriate to complete the purchase of the described property. Specifically, City staff is directed to effectuate this Resolution and the existing Contract to Buy and Sell Real Estate, including the execution and delivery of such certificates and documents as may be necessary or desirable to complete the purchase for the stated price.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Attest:

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

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

**Attach 12**

Acquisition of Real Estate by Condemnation 2501 Highway 6 & 50

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
<b>Subject</b>	Resolution Determining the Necessity of and Authorizing the Acquisition of Real Estate at 2501 Highway 6&50 by Condemnation for the Riverside Parkway Project					
<b>Meeting Date</b>	January 5, 2004					
<b>Date Prepared</b>	December 29, 2004				<b>File #</b>	
<b>Author</b>	Trent Prall			Riverside Pkwy Project Manager		
<b>Presenter Name</b>	Mark Relph			Public Works and Utilities Director		
<b>Report results back to Council</b>	X	<b>No</b>		<b>Yes</b>	<b>When</b>	
<b>Citizen Presentation</b>		<b>Yes</b>	X	<b>No</b>	<b>Name</b>	
	<b>Workshop</b>	X	<b>Formal Agenda</b>		<b>Consent</b>	X <b>Individual Consideration</b>

**Summary:** The proposed resolution will authorize the City to initiate condemnation proceedings to acquire two parcels at 2501 Highway 6&50.

**Budget:** Sufficient funds exist in the 2005 Riverside Parkway budget to complete the City's due diligence investigations and purchase of this property:

<b>2005 Right-of-Way Budget</b>	<b>\$10,000,000</b>
2005 Right-of-Way Related Expenses to Date:	\$0
<b>Costs Related to this Property Purchase:</b>	
Estimated Purchase Price	\$475,000
Estimated relocation benefits (if relocated w/in City limits)	\$55,000
Environmental Inspections	\$5,000
Asbestos Removal	\$0
Demolition (by Parks Dept for use at Cemetary)	\$0
Misc environmental cleanup	\$5,000
<b>Total Costs Related to This Request</b>	<b>\$540,000</b>
<b>2005 Remaining Right-of-Way Funds</b>	<b>\$9,460,000</b>
<b>Total Project Budget</b>	<b>\$88,925,000</b>
Estimated Project Costs:	
Prelim. Engineering / 1601 Process	\$5,610,000
Other Prelim. Engineering	\$2,940,000
Construction Engineering	\$5,375,000
Construction	\$55,000,000
Right-of-Way & Land Purchases	\$15,000,000
Relocation Expenses	\$5,000,000
<b>Total Estimated Project Costs</b>	<b>\$88,925,000</b>
Remaining Funds / Contingency	\$0

**Action Requested/Recommendation:** Pass and adopt proposed resolution.

**Attachments:**

1. Proposed Resolution.

**Background Information:** On November 4, 2003, a majority of the City electorate voted to authorize the City to issue \$80 million in bonds to fund the Riverside Parkway. The authorized funding will expedite the design, property acquisition and construction of this transportation corridor.

The City Council has adopted details, plans, schedules and funds for the construction of the Riverside Parkway. Acquisition of the property at 2501 Highway 6 & 50 is required to complete the 25 Road overpass.

Negotiations to purchase the subject property began on June 25, 2004. At that time the City had obtained its own appraisal and had also paid for an appraisal obtained by the property owners. The City's appraisal estimated the fair market value of the subject property to be \$297,000 and that is the amount the City initially offered to purchase the subject property. The property owner's appraisal estimated the fair market value of the subject property to be \$475,000.

On December 8, 2004, the City gave the owners a final offer letter to purchase the subject property for the sum of \$475,000. The final offer letter states that if it is necessary to acquire the subject property through litigation, the City reserves the right to present evidence based upon the amount of just compensation as

determined by its appraiser. The owners have not accepted the City's final offer.

To facilitate the construction schedule for Riverside Parkway, 2501 Highway 6 & 50 must be available for demolition on May 1, 2005. As a result, Council direction on the issue will be required on January 5, 2005, allowing the statutory time necessary to secure a court date and obtain immediate possession. The City and the owners may continue to attempt to reach a settlement until a valuation hearing is held.

The subject property is located just south of Hwy 6&50 on the east side of 25 Road. This building is utilized by Muniz Auto Inc.

The subject property contains 0.792 acres of C-2 zoned land area and two buildings including a 900 sq ft office and 1728 sq ft shop. The buildings were constructed in 1997.

A Phase I Environmental Audit has been completed for the purchase. No special remediation requirements are anticipated.



VICINITY MAP



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION DETERMINING THE NECESSITY OF  
AND AUTHORIZING THE ACQUISITION OF CERTAIN PROPERTY,  
BY EITHER NEGOTIATION OR CONDEMNATION,  
FOR MUNICIPAL PUBLIC FACILITIES**

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

Section 1. It is hereby determined that it is necessary to the public health, safety and welfare that certain property be acquired for public street, sidewalk, parking, utility and drainage purposes. The necessary property as hereafter described in Section 3, is to be acquired by negotiation and purchase if possible; provided, however, the condemnation of said property is hereby specifically approved and authorized. The property sought to be acquired is to be used for municipal public purposes associated with the Riverside Parkway project.

Section 2. The City Attorney is hereby specifically authorized and directed to take all necessary legal measures, including condemnation, to acquire the property which is legally described and set forth in the following section, which is hereby determined to be necessary to be acquired to be used for public street, sidewalk, parking, utility and drainage purposes. The City Attorney is further authorized to request immediate possession of the parcels hereinafter set forth.

Section 3. Interest to be acquired: Fee simple absolute.

Owner of record: Erasmo Muniz and Sandra Muniz

**Legal Description:**

Parcel #1 Mesa County Tax Assessor 2945-103-00-067  
BEG 708.4FT S + 30FT E OF W4 COR SEC 10 1S 1W S61DEG22MIN E  
100FT S 143FT W 87.77FT N 247.94FT TO BEGEXC TR BK 911 PG 420

Parcel #2 Mesa County Tax Assessor 2945-103-00-068  
BEG 220FT N + 30FT E OF SW COR NW4SW4 SEC 10 1S 1W E88.77FT  
N 203.86FT W 88.77FT S TO BEG

The interest to be acquired shall include all buildings attached to the property as realty in accordance with Colorado law.

Section 4. The City Council hereby finds and resolves, in the event that acquisition by condemnation of the parcels described in this resolution is commenced, that immediate possession is necessary for the public health, safety and welfare, due to design and construction deadlines.

Section 5. The Charter authorizes this resolution and the actions described.  
The resolution shall be effective upon an affirmative vote of a majority of the City Council considering it.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2005.

Attest:

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

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

**Attach 13**

MOU Mesa County for the 29 Road Interchange & I-70B

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
<b>Subject</b>	Memorandum of Understanding with Mesa County for the 29 Rd Interchange at I-70B.					
<b>Meeting Date</b>	January 5, 2004					
<b>Date Prepared</b>	December 29, 2004				<b>File #</b>	
<b>Author</b>	Trent Prall			Riverside Pkwy Project Manager		
<b>Presenter Name</b>	Mark Relph			Public Works and Utilities Director		
<b>Report results back to Council</b>	X	No		Yes	<b>When</b>	
<b>Citizen Presentation</b>		Yes	X	No	<b>Name</b>	
	<b>Workshop</b>	X	<b>Formal Agenda</b>		<b>Consent</b>	X <b>Individual Consideration</b>

**Summary:** The proposed Memorandum of Understanding with Mesa County covers the funding and project management of the design and construction of the 29 Rd Interchange at I-70B.

**Budget:** Project funding identified in the MOU is as follows:

	2005	2006	2007	2008	2009	
Fund Source	1601 process	Right of Way Acquisition Phase I	ROW Acquisition Phase II / Construction Phase I	Phase II	Phase III	Total Portion of the Project
City	\$800,000	\$700,000	\$1,600,000	\$2,500,000	\$3,000,000	\$8,600,000
County	0	\$0	\$2,750,000	\$2,750,000	\$3,100,000	\$8,600,000
Federal	0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL</b>	<b>\$800,000</b>	<b>\$700,000</b>	<b>\$4,350,000</b>	<b>\$5,250,000</b>	<b>\$6,100,000</b>	<b>\$17,200,000</b>

**Action Requested/Recommendation:** Authorize the Mayor to sign a Memorandum of Understanding with Mesa County for the 29 Rd / I-70B Interchange.

**Attachments:**

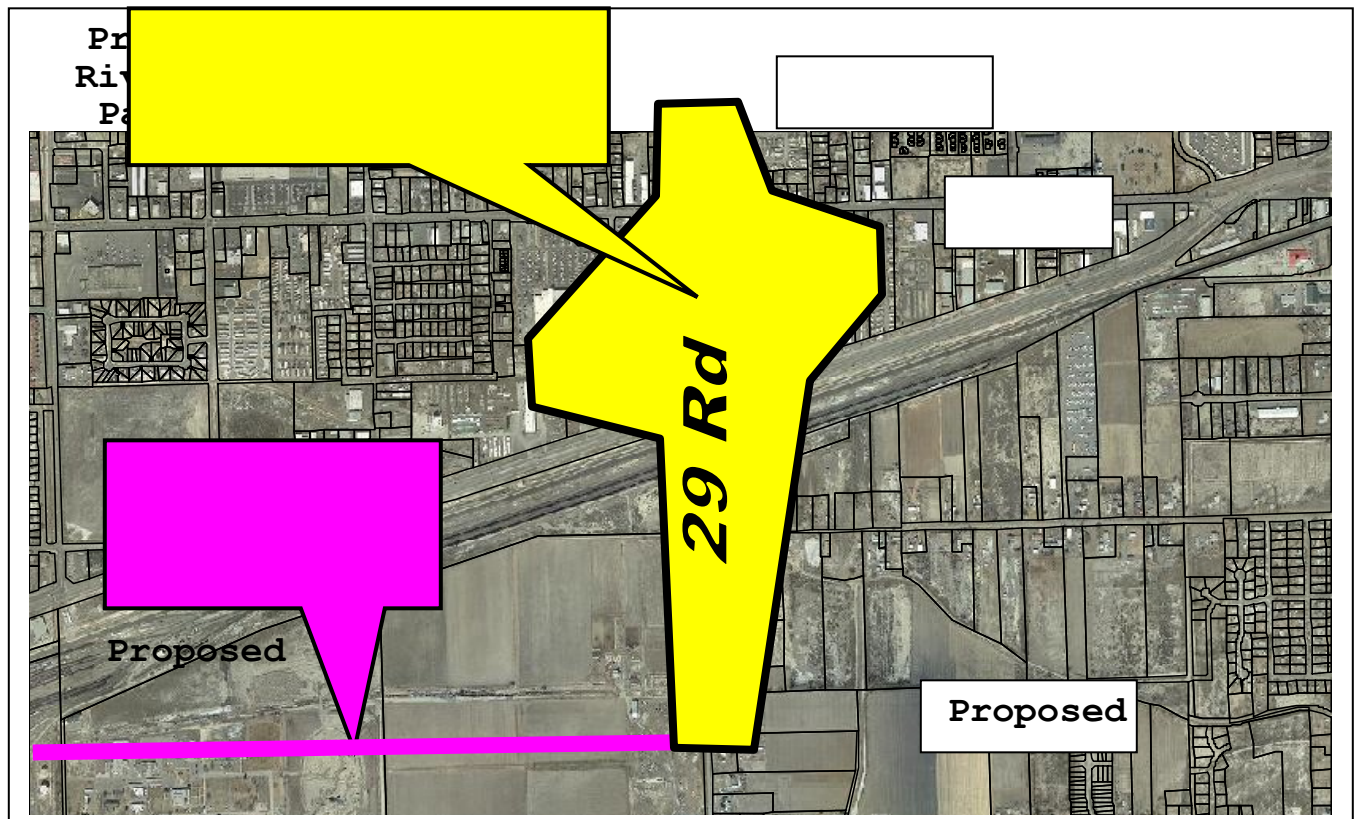
1. Proposed Memorandum of Understanding.

**Background Information:**

Both the City and the County have responsibilities for developing and implementing transportation plans and authorizing capital improvements under their respective jurisdiction. The parties recognize that transportation-related improvement decisions by one affect similar decisions by the other and that cooperative planning and spending can maximize the whole community's resources that are more available for improvements. The parties further recognize the need to make significant improvements to the 29 Road corridor. Portions of this corridor from the Union Pacific Railroad track to I-70 straddle the meandering city limits line. It is further recognized that it is in the best interests of the Parties to work cooperatively in the planning and construction of these improvements.

The purpose of this agreement is to establish the lines of communication and responsibility for the various work items necessary to accomplish the construction of 29 Road from D Road to North Avenue. This agreement also establishes the intention of both the City and County to cooperatively fund their share of the planning, design, bidding and construction of the 29 Road and I-70B interchange to best compliment the budget responsibilities of each entity. This project is currently anticipated to have the 1601 CDOT planning process be completed by late 2005 and then have one year of right of way acquisition followed by eighteen months of construction from late 2007 to early 2009.

#### VICINITY MAP





**Memorandum of Understanding**  
between  
**The City of Grand Junction and Mesa County, Colorado**  
for the  
**Construction of the 29 Road and I-70 B**  
**Interchange**

**The parties to this Memorandum of Understanding (AGREEMENT) are the Board of County Commissioners of Mesa County, Colorado, (COUNTY) and the City Council of the City of Grand Junction, Colorado (CITY).**

**I. Introduction**

Both the City and the County (“the Parties” or “Parties”) have responsibilities for developing and implementing transportation plans and authorizing capital improvements under their respective jurisdiction. The Parties recognize that transportation-related improvement decisions by one effect similar decisions by the other and that cooperative planning and spending can maximize the whole community’s resources that are more available for improvements. The Parties further recognize the need to make significant improvements to the 29 Road corridor. Portions of this corridor from the Union Pacific Railroad track to I-70 straddle the meandering city limits line. It is further recognized that it is in the best interests of the Parties to work cooperatively in the planning and construction of these improvements.

**II Purpose**

The purpose of this AGREEMENT is to establish the lines of communication and responsibility for the various work items necessary to accomplish the construction of 29 Road from D Road to North Avenue. This AGREEMENT also establishes the intention of both the CITY and COUNTY to cooperatively fund their share of the planning, design, bidding and construction of the 29 Road and I-70B interchange to best compliment the other budget responsibilities of each entity. This project is currently anticipated to have the 1601 CDOT planning process be completed by late 2005 and then have one year of right of way acquisition followed by three years of construction from 2007-2009.

### III Procedure

Now, therefore, it is agreed that all parties will:

- 1) Parties will make every effort to budget funds through the phases as shown below:

Fund Source	1601 process 2005	Right of Way Acquisition Phase I 2006	ROW Acquisition Phase II / Construction Phase I	Phase II 2008	Phase III 2009	Total Portion of the Project
City	\$800,000	\$700,000	\$1,600,000	\$2,500,000	\$3,000,000	\$8,600,000
County	0	\$0	\$2,750,000	\$2,750,000	\$3,100,000	\$8,600,000
Federal	0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$800,000	\$700,000	\$4,350,000	\$5,250,000	\$6,100,000	\$17,200,000

- 2) Parties will carry over any unexpended funds for this project from year to year to maintain the overall budget for the project.
- 3) The CITY will provide all legal descriptions for right-of-way needed for this project. Each party will acquire the needed right-of-way within their jurisdiction. The cost of developing all right-of-way legal descriptions and acquiring those right-of-ways will be project costs, the local share of which will be shared equally between the CITY and COUNTY.
- 4) The CITY will administer and manage the project through design, bidding and construction. The cost of this administration and management will be project costs, the local share of which will be shared equally between the CITY and COUNTY.
- 5) To minimize the effect of the Tabor limitations on either Party, contracts may be written so that the contractor(s) might bill the CITY and COUNTY for separate portions of progress payments.
- 6) The CITY and the COUNTY may not necessarily pay exactly equal shares of every individual portion of the project. However, both Parties agree that the total local share of the project cost will be divided equally. Both parties further agree that the total funding expected of either party will not exceed the levels presented in the above table except by mutually modification of this AGREEMENT.
- 7) The project will generally include the construction of five travel lanes with curb, gutter and sidewalk on both sides with the exception of the interchange which will be limited to sidewalk only on the west side. The project will also incorporate an underground



storm drain and all necessary appurtenant work. Additional turn lanes may be constructed at major intersections. The general configuration of the street will not be changed except by mutually modification of this AGREEMENT.

V Administration

- A. Nothing in this AGREEMENT will be construed as limiting or affecting in any way the authority or legal responsibility of the COUNTY or the CITY, or as binding either party to perform beyond the respective authority of each, or as requiring either party to assume or expend any sum in the excess of appropriations available.
- B. This AGREEMENT shall become effective when signed by the Parties hereto. The Parties may amend this AGREEMENT by mutual written attachment as the need arises. Any party may formally terminate this AGREEMENT after 30 days notice in writing to the other in the intention to do so and fulfillment of all outstanding obligations.

In Witness whereof, the parties herein have caused this document to be executed as of the date of the last signature shown below.

ATTEST:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Chairman of the Board  
Mesa County Board of Commissioners

Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Mayor  
Grand Junction City Council

Date \_\_\_\_\_

**Attach 14**

Engineering Services Contract with Carter & Burgess for 29 Rd & I70B

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
<b>Subject</b>	Engineering Services Contract with Carter & Burgess for 29 Rd and I -70 B Interchange Approval Process.						
<b>Meeting Date</b>	January 5, 2004						
<b>Date Prepared</b>	December 29, 2004				<b>File #</b>		
<b>Author</b>	Jim Shanks Trent Prall			<b>Riverside Parkway Program Mngr Riverside Parkway Project Manager</b>			
<b>Presenter Name</b>	Mark Relph			<b>Public Works &amp; Utilities Director</b>			
<b>Report results back to Council</b>	X	No		Yes	When		
<b>Citizen Presentation</b>		Yes	X	No	Name		
	<b>Workshop</b>	X	<b>Formal Agenda</b>		X	<b>Consent</b>	<b>Individual Consideration</b>

**Summary:** Engineering services contract to complete a modified 1601 interchange approval process for the connection of 29 Rd to I-70B. Pending changes to the 1601 process make it difficult to estimate the full scope of the project without some preliminary work and meetings with CDOT. The work considered under the scope of this engineering services contract would need to be completed whether or not this turns into a complete 1601 analysis.

**Budget:** Sufficient funds exist in the 2004-2005 29 Rd and I-70B Viaduct budget to complete this engineering services contract.

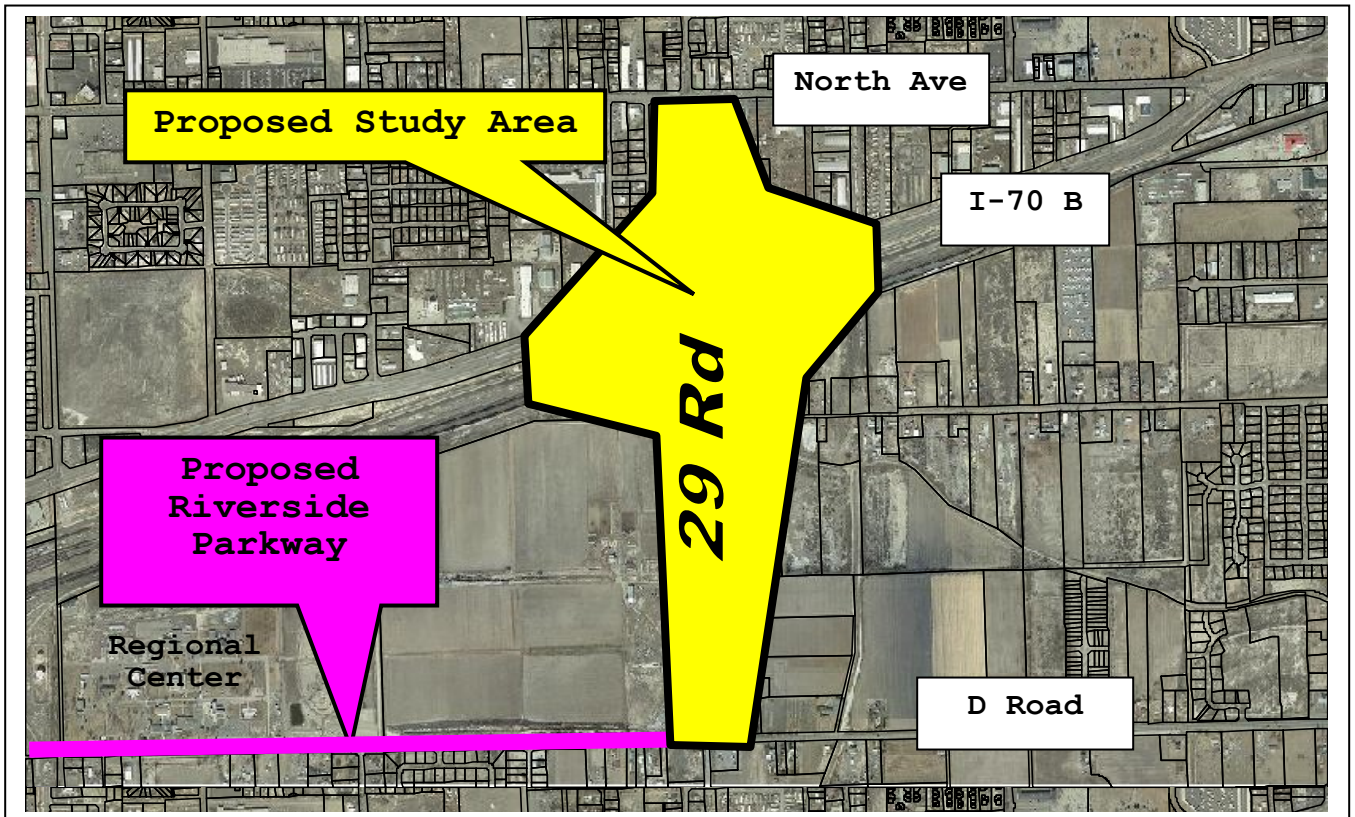
2004 Preliminary Engineering Budget		\$	300,000
2005 Engineering Budget		\$	500,000
Total 2004-2005 Budget		\$	800,000
<b>This engineering services contract</b>		<b>\$</b>	<b>754,920</b>
Balance remaining		\$	45,080
<b>Total Project Budget (F42200 / 1/2 County)</b>			
Preliminary Engineering / 1601 Process	2005	\$	800,000
Other Preliminary Engineering	2006	\$	1,400,000
Right of Way Easements	2007	\$	3,200,000
Construction	2008-2009	\$	11,800,000
<b>Totals</b>		<b>\$</b>	<b>17,200,000</b>

**Action Requested/Recommendation:** Authorize the City Manger to execute a contract with Carter & Burgess for a total fee of \$754,920 for Engineering Services for the 29 Road/I-70B Interchange.

**Attachments:** 1) Summary of Work

**Background Information:** In November, 2004 the City invited consulting engineering firms to submit proposals to complete the feasibility study and environmental assessment to comply with CDOT policy directive 1601 to approve the intersection of 29 Rd and I-70B. Two firms submitted proposals that were evaluated by a team of City and County staff. The consulting firm Carter & Burgess was selected as the most qualified. Carter & Burgess submitted a fee proposal for completion of the entire 1601 process; however, CDOT is revising the 1601 process in early 2005. Therefore this modified scope of work will enable the consultant to start on work elements that are needed whether or not this project requires a complete 1601 analysis. Until we know for sure the extent of CDOT's requirements, City staff will give Carter & Burgess a work order for only that portion of the work that we know has to be done.

**Vicinity Map**



**29 Road and I-70B  
1601 Interchange Approval Process Modified 1601  
Summary of Work**

Phase I represents the level of effort that will be required whether or not a full 1601 analysis is required.

As with the Riverside Parkway Carter & Burgess have again agreed not to markup any of the sub-consultant costs. They have also agreed to use 2004 rates although the work will be completed in 2005.

<b>Task</b>	<b>Description</b>	<b>Full 1601</b>	<b>Modified 1601</b>	
Task One	Project Management and Coordination	\$ 107,888	\$ 107,888	
Task Two	Data Colleciton and Analysis	\$ 73,936	\$ 73,936	
Task Three	Transportation Analysis	\$ 64,272	\$ 57,020	*
Task Four	Alternative Development and Screening	\$ 93,694	\$ 93,694	
Task Five	Preliminary Engineering (30%)	\$ 174,940	\$ 156,862	*
Task Six	Environmental Assessment Preparation	\$ 169,498	\$ -	*
Task Seven	System and Project Level Feasibility	\$ 81,344	\$ 75,856	*
Task Eight	Public Information and Involvement Program	\$ 115,180	\$ 102,564	*
	Direct Expenses	\$ 54,005	\$ 40,685	*
	Subconsultants	\$ 55,555	\$ 46,415	*
		\$ 990,312	\$ 754,920	

\*These work elements need further evaluation to determine the exact scope and level of effort required by CDOT for interchange approval.

**Attach 15**

Contract to Provide Design Services for Streetscape Expansion Project 7<sup>th</sup> & Main Streets

## CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
<b>Subject</b>	Award of a Design Services Contract for the Streetscape Expansion Project, 7 <sup>th</sup> Street and Main Street					
<b>Meeting Date</b>	January 5, 2005					
<b>Date Prepared</b>	December 29, 2004			File # - N/A		
<b>Author</b>	Kent Marsh, Project Engineer					
<b>Presenter Name</b>	Mark Relph, Public Works & Utilities Director					
<b>Report results back to Council</b>	X	<b>No</b>		<b>Yes</b>	<b>When</b>	
<b>Citizen Presentation</b>		<b>Yes</b>	X	<b>No</b>	<b>Name</b>	
	<b>Workshop</b>	X	<b>Formal Agenda</b>		<b>Consent</b>	X <b>Individual Consideration</b>

**Summary:** Award of a professional services contract to Ciavonne, Roberts and Associates, Inc for the design of the **Streetscape Expansion Project, 7<sup>th</sup> Street and Main Street** in the amount of \$167,000.00.

**Budget:** Funding for the project will be provided in part by the City of Grand Junction (Fund 2011), the Downtown Development Authority and Federal Enhancement Funds administered by the Colorado Department of Transportation. Project costs and funding sources are shown below:

Estimated costs:

Construction Costs	\$1,088,534.00
Design Contract	\$167,000.00
Construction Inspection, Testing & Administration (est.)	\$50,000.00
<b>Total Project Costs</b>	<b>\$1,305,534.00</b>

Funding:

City Funds (Budgeted in 2005 and 2006)	\$495,573.00
Federal Enhancement Funds	\$204,427.00
Downtown Development Authority (2004 – 2006)	\$700,000.00
<b>Total Project Funding (2011–F59600 &amp; F59700)</b>	<b>\$1,400,000.00</b>
Remaining Balance	\$94,466.00

**Action Requested/Recommendation:** Authorize the City Manager to sign a professional services contract for design of the **Streetscape Expansion Project, 7th Street and Main Street** with **Ciavonne, Roberts & Associates** in the amount of \$167,000.00.

**Attachments:** none

**Background Information:** The City of Grand Junction, in cooperation with the Downtown Development Authority, has identified the 7<sup>th</sup> Street corridor between Grand Avenue and Ute Avenue and Main Street from 7<sup>th</sup> Street to 8<sup>th</sup> Street as areas within the City that could benefit from streetscape enhancements.

The improvements along 7<sup>th</sup> Street from Grand Ave to Ute Ave. will tie the streetscape already in place north of Grand Avenue to Main Street. Likewise, the improvements proposed for Main Street will extend the streetscape already in place between 3<sup>rd</sup> and 7<sup>th</sup> Streets to the 8<sup>th</sup> Street intersection.

The streetscape improvements will be constructed in two separate contracts. The smaller of the two projects, the improvements to Main Street from 7<sup>th</sup> Street to 8<sup>th</sup> Street will be constructed with use of Federal Enhancements Funds and involve Davis-Bacon wages. The larger project, the improvements to 7<sup>th</sup> Street from Grand Ave. to Ute Avenue will be constructed solely with City and DDA funds.

Project plans and specifications will be completed by the design consultant as a part of the professional services contract, while the bidding and construction of the project will be handled by the Public Works Department. Utility relocation work is scheduled to begin in the fall of 2005 with streetscape improvements to follow in the spring of 2006.

Five firms submitted Statements of Qualifications. Of the five respondents, two were invited to interview with City representatives and submit price proposals (Ciavonne, Roberts and Associates and DHM Design Corporation). The team of Ciavonne, Roberts and Associates (CRA) was deemed most qualified and was asked to enter into contract negotiations with the City of Grand Junction.

During contract negotiations CRA was asked to modify their project team to include more expertise in the fields of pedestrian accommodations and urban design details, to which they agreed. This contract with CRA includes the aforementioned added benefits while remaining within the project budget for consultant services.

**Attach 16**

Conduct a Hearing to Appeal Planning Commission Decision Nextel West Communications Located at 2488 Industrial Blvd

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
<b>Subject</b>	Conduct a hearing to appeal a Planning Commission decision to deny a Variance request for Nextel West Communications located at 2488 Industrial Blvd					
<b>Meeting Date</b>	January 5, 2005					
<b>Date Prepared</b>	December 20, 2004			<b>File #CUP-2004-097</b>		
<b>Author</b>	Ronnie Edwards		Associate Planner			
<b>Presenter Name</b>	Ronnie Edwards		Associate Planner			
<b>Report results back to Council</b>	X	<b>No</b>		<b>Yes</b>	<b>When</b>	
<b>Citizen Presentation</b>		<b>Yes</b>	X	<b>No</b>	<b>Name</b>	
	<b>Workshop</b>	X	<b>Formal Agenda</b>		<b>Consent</b>	X <b>Individual Consideration</b>

**Summary:** On November 9, 2004, the Planning Commission denied a Variance request for a Nextel West telecommunications tower proposed to be located at 2488 Industrial Blvd. Staff received the appeal letter November 17, 2004 from Nextel West Communications. This appeal is per Section 2.18 E. of the Zoning & Development Code which specifies that the City Council is the appellate body of the Planning Commission.

**Budget:** N/A

**Action Requested/Recommendation:** Review and decide on the appeal

**Background Information:**

The applicant requested a variance from the required setback for a telecommunications tower from non-residentially zoned property. Section 4.3.R.10.e of the Zoning and Development Code requires that all telecommunication facilities and towers setback a minimum of 85 feet from the property line or at a ratio of two feet of setback for every foot of height whichever is greater. In this case, the tower would have to be setback 200' from all property lines. The applicant is proposing setbacks of 40' on the west side, 64' on the north side and 98.5' on the east side.

On November 9, 2004 the Planning Commission conducted a Public Hearing to consider the request for a Variance to the above requirement. At the Public

Hearing, the Planning Commission received testimony from City Staff and the applicant. The Planning Commission denied the variance request.

This appeal hearing is in accordance with Section 2.18.E.4.h. of the Zoning & Development Code, which states that the City Council shall review the record of the Planning Commission's action. No new evidence or testimony may be presented, except that City staff may be asked to interpret materials contained in the record. All deadlines contained in Section 2.18.E.4 of the Code have been met as well as the determination that the appellant has standing to appeal.

If the City Council would grant the appeal, the following approval criteria in Section 2.18 E. 1. of the Zoning & Development Code would have to be found:

- (1) The decision maker may have acted in a manner inconsistent with the provisions of this Code.
- (2) The decision maker may have made erroneous findings of fact based on the evidence and testimony on the record; or
- (3) The decision maker may have failed to fully consider mitigating measures or revisions offered by the applicant that would have brought the proposed project into compliance; or
- (4) The decision maker may have acted arbitrarily, acted capriciously, and/or abused its discretion; or
- (5) In addition to one or more of the above findings, the appellate body shall find the appellant was present at the hearing during which the original decision was made or was otherwise on the official record concerning the development application.

Council received copies of the appeal, Planning Commission meeting transcripts and a video tape of the meeting on December 29, 2004. In addition, a complete copy of the record for this project was made available for both Council and public review on December 29, 2004.



**Attach 17**

Campbell/Hyde Annex Located at 351 & 353 30 Rd

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
<b>Subject</b>	A hearing for the Campbell-Hyde Annexation located at 351 & 353 30 Road					
<b>Meeting Date</b>	January 05, 2005					
<b>Date Prepared</b>	December 20, 2004			File #ANX-2004-225		
<b>Author</b>	Faye Hall		Planning Technician			
<b>Presenter Name</b>	Faye Hall		Planning Technician			
<b>Report results back to Council</b>	X	No		Yes	<b>When</b>	
<b>Citizen Presentation</b>		Yes		No	<b>Name</b>	
	<b>Workshop</b>	X	<b>Formal Agenda</b>		<b>Consent</b>	X <b>Individual Consideration</b>

**Summary:** Resolution for acceptance of petition to annex and to hold a public hearing and consider final passage of the annexation ordinance for the Campbell-Hyde Annexation, located at 351 & 353 30 Road. The 23.31 acre annexation consists of two parcels of land and portions of the 30 Road right-of-way.

**Budget:** N/A

**Action Requested/Recommendation:** Conduct a Public hearing on the annexation and acceptance of the petition. Approve resolution accepting a petition for annexation and approve second reading of the annexation ordinance.

**Background Information:** See attached Staff Report/Background Information

**Attachments:**

1. Staff report/Background information
2. General Location Map
3. Aerial Photo
4. Growth Plan Map
5. Zoning Map
6. Annexation map
7. Acceptance Resolution
8. Annexation Ordinance

STAFF REPORT/BACKGROUND INFORMATION			
<b>Location:</b>		351 & 353 30 Road	
<b>Applicants:</b>		Owners: Franklin & Jesse Hyde, Gary Campbell Developer/Representative: Sonshine II Construction & Development LLC - John Slothower	
<b>Existing Land Use:</b>		Residential / Agricultural	
<b>Proposed Land Use:</b>		Residential	
<b>Surrounding Land Use:</b>	<b>North</b>	Single Family Residential	
	<b>South</b>	Single Family Residential / Gravel Pit / Future Park	
	<b>East</b>	Single Family Residential / Agricultural	
	<b>West</b>	Single Family Residential	
<b>Existing Zoning:</b>		County RSF-R	
<b>Proposed Zoning:</b>		City RSF-4	
<b>Surrounding Zoning:</b>	<b>North</b>	County PUD (~5000 sq ft lots) & RSF-R	
	<b>South</b>	County PUD (Gravel Pit) & RSF-R	
	<b>East</b>	County RSF-R	
	<b>West</b>	County RSF-R	
<b>Growth Plan Designation:</b>		Residential Medium Low 2-4 du/ac	
<b>Zoning within density range?</b>		<b>X</b>	<b>Yes</b>
			<b>No</b>

**Staff Analysis:**

**ANNEXATION:**

This annexation area consists of 23.31 acres of land and is comprised of two parcels. The property owners have requested annexation into the City as the result of a request to subdivide in the County. Under the 1998 Persigo Agreement all subdivisions require annexation and processing in the City.

It is staff's opinion, based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the Haremza Annexation is eligible to be annexed because of compliance with the following:

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;
- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;
- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single

demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;

- d) The area is or will be urbanized in the near future;
- e) The area is capable of being integrated with the City;
- f) No land held in identical ownership is being divided by the proposed annexation;
- g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owners consent.

The following annexation and zoning schedule is being proposed.

<b><u>ANNEXATION SCHEDULE</u></b>	
<b>November 17, 2004</b>	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
<b>November 23, 2004</b>	Planning Commission considers Zone of Annexation
<b>December 15, 2004</b>	Introduction Of A Proposed Ordinance on Zoning by City Council
<b>January 05, 2005</b>	Acceptance of Petition and Public Hearing on Annexation Zoning by City Council
<b>February 06, 2005</b>	Effective date of Annexation and Zoning

**CAMPBELL-HYDE ANNEXATION SUMMARY**

<b>File Number:</b>	ANX-2004-225
<b>Location:</b>	351 & 353 30 Road
<b>Tax ID Number:</b>	2943-201-00-020 & 033
<b>Parcels:</b>	2
<b>Estimated Population:</b>	6
<b># of Parcels (owner occupied):</b>	2
<b># of Dwelling Units:</b>	2
<b>Acres land annexed:</b>	23.31
<b>Developable Acres Remaining:</b>	21.39
<b>Right-of-way in Annexation:</b>	1.91 acres in 30 Road right-of-way
<b>Previous County Zoning:</b>	RSF-R
<b>Proposed City Zoning:</b>	RSF-4
<b>Current Land Use:</b>	Residential / Agricultural
<b>Future Land Use:</b>	Residential
<b>Values:</b>	<b>Assessed:</b> \$17,790
	<b>Actual:</b> \$197,060
<b>Address Ranges:</b>	351 thru 353 (odd only) 30 Road
<b>Special Districts:</b>	<b>Water:</b> Ute
	<b>Sewer:</b> Central Grand Valley Sanitation
	<b>Fire:</b> Grand Junction Rural
	<b>Irrigation/Drainage:</b> Grand Junction Drainage District / Grand Valley Irrigation Co
	<b>School:</b> Mesa Co School District #51

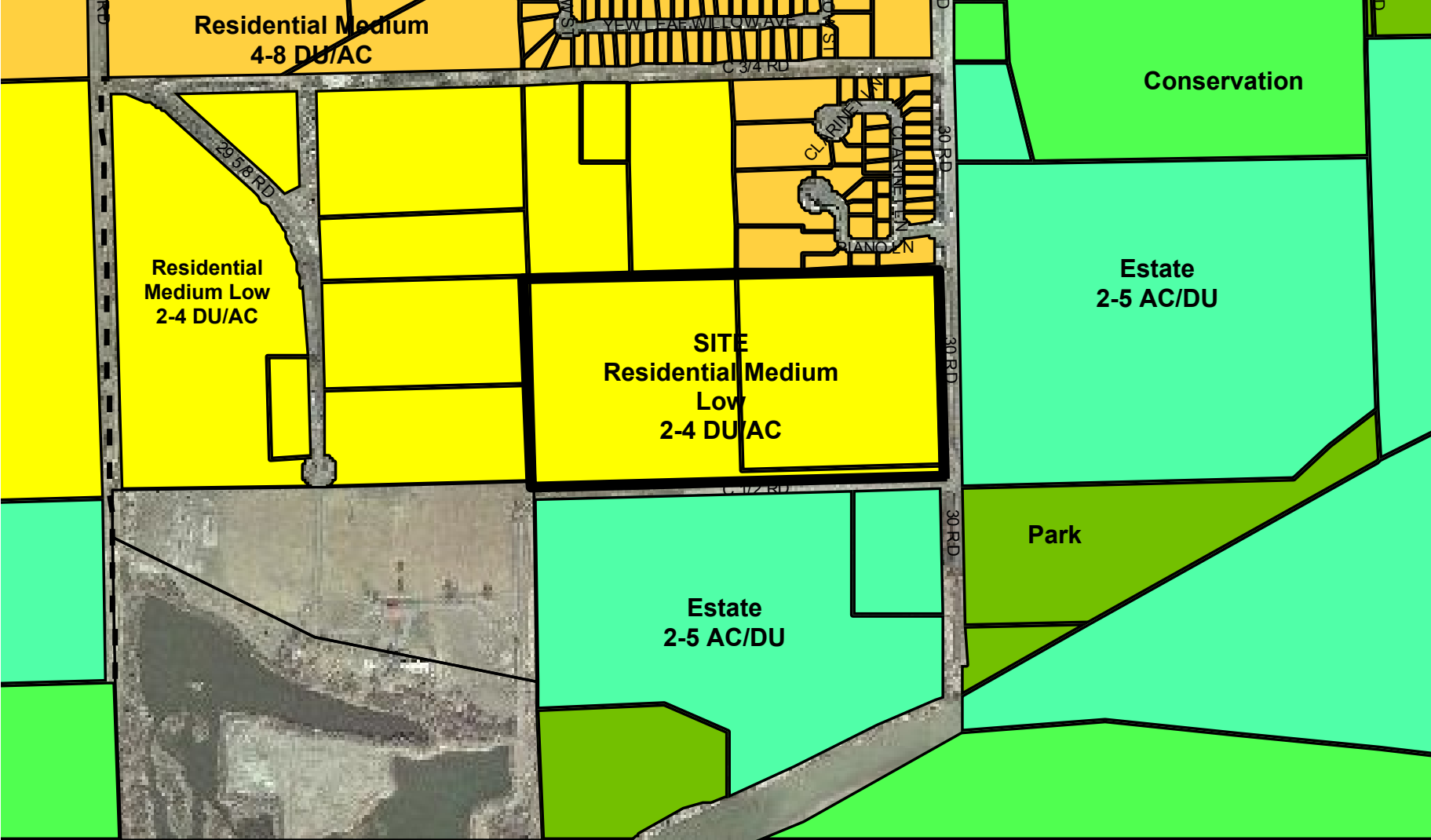
# Aerial Photo Map

Figure 1



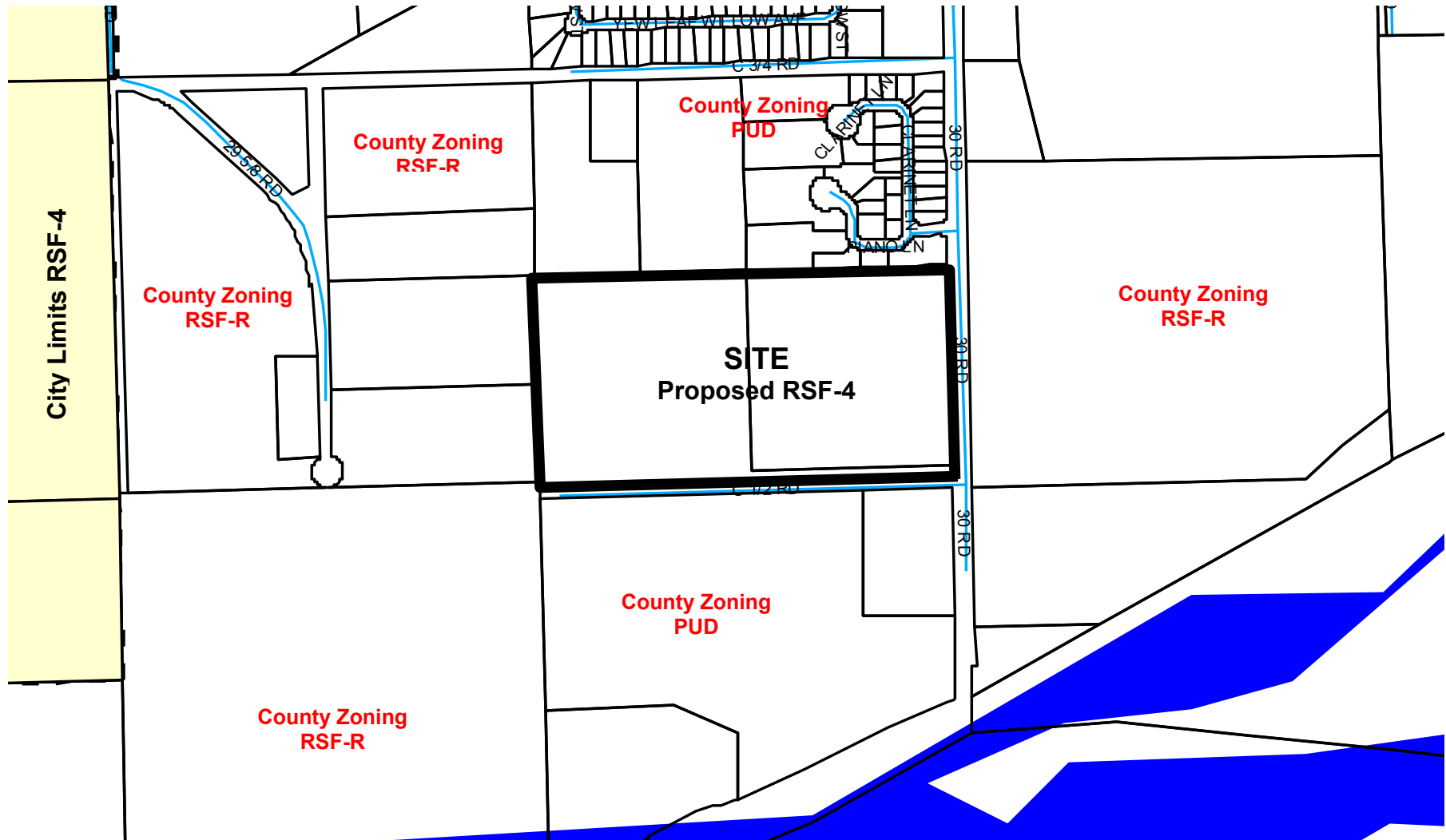
# Future Land Use Map

Figure 2



# Existing City and County Zoning

Figure 3



NOTE: Mesa County is currently in the process of updating their zoning map. Please contact Mesa County directly to determine parcels and the zoning thereof."





**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION ACCEPTING A  
PETITION FOR ANNEXATION, MAKING CERTAIN  
FINDINGS, DETERMINING THAT PROPERTY KNOWN AS THE**

**CAMPBELL-HYDE ANNEXATION #1 thru 4**

**LOCATED AT 351 & 353 30 ROAD**

**IS ELIGIBLE FOR ANNEXATION**

WHEREAS, on the 17th day of November, 2004, 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:

**CAMPBELL-HYDE ANNEXATION NO. 1**

A certain parcel of land lying in the Northeast Quarter (NE 1/4) of Section 20 and the Northwest Quarter (NW 1/4) of Section 21, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 20 and assuming the East line of the NE 1/4 of said Section 20 bears S 00°03'01" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 00°03'01" E along the East line of the NE 1/4 of said Section 20, a distance of 30.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue S 00°03'01" E along the East line of the NE 1/4 of said Section 20, a distance of 10.00 feet; thence N 89°54'55" E along a line 40.00 feet South of and parallel with, the North line of the NW 1/4 of said Section 21, a distance of 53.00 feet; thence S 44°43'43" W a distance of 28.39 feet; thence S 00°03'01" E along the West line of La Veta Subdivision, as same is recorded in Plat Book 12, Page 227, Public Records of Mesa County, Colorado, being a line 33.00 feet West of and parallel with, the East line of the NE 1/4 of said Section 20, a distance of 263.88 feet; thence S 89°56'59" W a distance of 33.00 feet; thence N 00°03'01" W along the East line of the NE 1/4 of said Section 20, a distance of 252.97 feet; thence S 89°56'59" W a distance of 30.00 feet; thence N 20°24'07" W a distance of 15.13 feet; thence N 46°58'57" W a distance of 32.92 feet; thence N 69°25'31" W a distance of 12.47 feet; thence N 89°58'31" E along a line 30.00 feet South of and parallel with, the North line of the NE 1/4 of said Section 20, a distance of 70.98 feet, more or less, to the Point of Beginning.

CONTAINING 0.2614 Acres (11,384.46 Sq. Ft.), more or less, as described.

CAMPBELL-HYDE ANNEXATION NO. 2

A certain parcel of land lying in the Northeast Quarter (NE 1/4) of Section 20, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 20 and assuming the East line of the NE 1/4 of said Section 20 bears S 00°03'01" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 00°03'01" E along the East line of the NE 1/4 of said Section 20, a distance of 71.03 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue S 00°03'01" E along the East line of the NE 1/4 of said Section 20, a distance of 815.00 feet; thence S89°56'59" W a distance of 30.00 feet; thence N 00°03'01" W along the West right of way for 30 Road, being a line 30.00 feet West of and parallel with, the East line of the NE 1/4 of said Section 20, a distance of 815.00 feet; thence N 89°56'59" E a distance of 30.00 feet, more or less, to the Point of Beginning.

CONTAINING 0.5613Acres (24,448.62 Sq. Ft.), more or less, as described.

CAMPBELL-HYDE ANNEXATION NO. 3

A certain parcel of land lying in the Northeast Quarter (NE 1/4) of Section 20 and the Northwest Quarter (NW 1/4) of Section 21, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 20 and assuming the East line of the NE 1/4 of said Section 20 bears S 00°03'01" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 00°03'01" E along the East line of the NE 1/4 of said Section 20, a distance of 324.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, N 89°56'59" E a distance of 33.00 feet to a point on the West line of La Veta Subdivision, as same is recorded in Plat Book 12, Page 227, Public Records of Mesa County, Colorado and being the East right of way for 30 Road; thence S 00°03'01" E along said East right of way, being a line 33.00 feet East of and parallel with, the East line of the NE 1/4 of said Section 20, a distance of 338.02 feet; thence S 89°50'11" W along the South line of said La Veta Subdivision, a distance of 3.00 feet; thence S 00°03'01" E along the East right of way for said 30 Road, being the West line of the Hitchcock Major Boundary Line Adjustment, as same is recorded in Plat Book 16, Page 257, Public Records of Mesa County, Colorado, a distance of 662.15 feet to a point

on the South line of the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of said Section 21; thence S 89°57'03" W along said South line, a distance of 30.00 feet to the Southeast corner of the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of said Section 20; thence S 00°02'53" E along the East line of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of said Section 20, a distance of 661.96 feet; thence S 89°56'37" along the Easterly prolongation of the South line of Melody Estates Filing One, as same is recorded in Plat Book 13, Pages 81 and 82, Public Records of Mesa County, Colorado, a distance of 15.00 feet; thence N 00°02'53" W along a line 15.00 feet West of and parallel with, the East line of the SE 1/4 NE 1/4 of said Section 20, a distance of 661.97 feet to a point on the South line of the NE 1/4 NE 1/4 of said Section 20; thence N 00°03'01" W along a line 15.00 feet West of and parallel with, the East line of the NE 1/4 NE 1/4 of said Section 20, a distance of 438.15 feet; thence N 89°56'59" E a distance of 15.00 feet; thence N 00°03'01" W along the East line of the NE 1/4 NE 1/4 of said Section 20, a distance of 562.03 feet, more or less, to the Point of Beginning.

CONTAINING 1.0909 Acres (47,521.18 Sq. Ft.), more or less, as described.

#### CAMPBELL-HYDE ANNEXATION NO. 4

A certain parcel of land lying in the Northeast Quarter (NE 1/4) and the Southeast Quarter (SE 1/4) of Section 20, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the East Quarter (E 1/4) corner of said Section 20, and assuming the South line of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of said Section 20 bears S 89°54'37" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 00°04'01" E along the East line of the SE 1/4 of said Section 20, a distance of 33.00 feet; thence S 89°54'37" W along the South right of way for C-1/2 Road, as same is depicted on the Virginia Acres Subdivision, as same is recorded in Plat Book 12, Page 280, Public Records of Mesa County, Colorado, a distance of 1,319.01 feet to a point on the West line of the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of said Section 20; thence N 00°02'04" E along said West line, a distance of 33.00 feet to the Southwest corner of the SE 1/4 NE 1/4 of said Section 20; thence N 00°00'37" W along the West line SE 1/4 NE 1/4 of said Section 20, a distance of 661.69 feet; thence N 89°56'37" E along the North line of the South half of the SE 1/4 NE 1/4 of said Section 20, a distance of 1288.52 feet to a point being the Southeast corner of Melody Estates Filing One, as same is recorded in Plat Book 13, Pages 81 and 82, Public Records of Mesa County, Colorado; thence N 00°02'53" W along the West right of way for 30 Road, being a line 30.00 feet West of and parallel to, the East line of the SE 1/4 NE 1/4 of said Section 20, a distance of 661.97 feet to a point on the South line of the

Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of said Section 20; thence N 00°03'01" W along a line 30.00 feet West of and parallel with, the East line of the NE 1/4 NE 1/4 of said Section 20, a distance of 438.15 feet; thence N 89°56'59" E a distance of 15.00 feet; thence S 00°03'01" E along a line 15.00 feet West of and parallel with, the East line of the NE 1/4 NE 1/4 of said Section 20, a distance of 438.15 feet to a point on the South line of the NE 1/4 NE 1/4 of said Section 20; thence S 00°02'53" E along a line 15.00 feet West of and parallel with, the East line of the SE 1/4 NE 1/4 of said Section 20, a distance of 661.97 feet; thence N 89°56'37" E a distance of 15.00 feet to a point on the East line of the SE 1/4 NE 1/4 of said Section 20; thence S 00°02'53" E along the East line of the SE 1/4 NE 1/4 of said Section 20, a distance of 660.93 feet, more or less, to the Point of Beginning.

CONTAINING 21.3895 Acres (932,119.80 Sq. Ft.), more or less, as described

WHEREAS, a hearing on the petition was duly held after proper notice on the 5th day of January, 2005; and

WHEREAS, the Council has found and determined and does hereby find and determine that said petition is in substantial compliance with statutory requirements therefore, that one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; that a community of interest exists between the territory and the City; that the territory proposed to be annexed is urban or will be urbanized in the near future; that the said territory is integrated or is capable of being integrated with said City; that no land held in identical ownership has been divided without the consent of the landowner; that 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 that no election is required under the Municipal Annexation Act of 1965.

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

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

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Attest:

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

City Clerk

---

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ANNEXING TERRITORY TO THE  
CITY OF GRAND JUNCTION, COLORADO**

**CAMPBELL / HYDE ANNEXATION #1**

**APPROXIMATELY 0.26 ACRES**

**LOCATED WITHIN 30 ROAD RIGHT-OF-WAY**

**WHEREAS**, on the 17th day of November, 2004, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

**WHEREAS**, a hearing on the petition was duly held after proper notice on the 5th day of January, 2005; and

**WHEREAS**, the City Council determined that said territory was eligible for annexation and that no election was necessary to determine whether such territory should be annexed;

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

That the property situate in Mesa County, Colorado, and described to wit:

**CAMPBELL-HYDE ANNEXATION NO. 1**

A certain parcel of land lying in the Northeast Quarter (NE 1/4) of Section 20 and the Northwest Quarter (NW 1/4) of Section 21, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 20 and assuming the East line of the NE 1/4 of said Section 20 bears S 00°03'01" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 00°03'01" E along the East line of the NE 1/4 of said Section 20, a distance of 30.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue S 00°03'01" E along the East line of the NE 1/4 of said Section 20, a distance of 10.00 feet; thence N 89°54'55" E along a line 40.00 feet South of and parallel with, the North line of the NW 1/4 of said Section

21, a distance of 53.00 feet; thence S 44°43'43" W a distance of 28.39 feet; thence S 00°03'01" E along the West line of La Veta Subdivision, as same is recorded in Plat Book 12, Page 227, Public Records of Mesa County, Colorado, being a line 33.00 feet West of and parallel with, the East line of the NE 1/4 of said Section 20, a distance of 263.88 feet; thence S 89°56'59" W a distance of 33.00 feet; thence N 00°03'01" W along the East line of the NE 1/4 of said Section 20, a distance of 252.97 feet; thence S 89°56'59" W a distance of 30.00 feet; thence N 20°24'07" W a distance of 15.13 feet; thence N 46°58'57" W a distance of 32.92 feet; thence N 69°25'31" W a distance of 12.47 feet; thence N 89°58'31" E along a line 30.00 feet South of and parallel with, the North line of the NE 1/4 of said Section 20, a distance of 70.98 feet, more or less, to the Point of Beginning.

CONTAINING 0.2614 Acres (11,384.46 Sq. Ft.), more or less, as described.

Be and is hereby annexed to the City of Grand Junction, Colorado.

**INTRODUCED** on first reading on the 17th day of November, 2004 and ordered published.

**ADOPTED** on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Attest:

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

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

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ANNEXING TERRITORY TO THE  
CITY OF GRAND JUNCTION, COLORADO**

**CAMPBELL / HYDE ANNEXATION #2**

**APPROXIMATELY .56 ACRES**

**LOCATED WITHIN 30 ROAD RIGHT-OF-WAY**

**WHEREAS**, on the 17th day of November, 2004, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

**WHEREAS**, a hearing on the petition was duly held after proper notice on the 5th day of January, 2005; and

**WHEREAS**, the City Council determined that said territory was eligible for annexation and that no election was necessary to determine whether such territory should be annexed;

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

That the property situate in Mesa County, Colorado, and described to wit:

**CAMPBELL-HYDE ANNEXATION NO. 2**

A certain parcel of land lying in the Northeast Quarter (NE 1/4) of Section 20, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 20 and assuming the East line of the NE 1/4 of said Section 20 bears S 00°03'01" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 00°03'01" E along the East line of the NE 1/4 of said Section 20, a distance of 71.03 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue S 00°03'01" E along the East line of the NE 1/4 of said Section 20, a distance of 815.00 feet; thence S89°56'59" W a distance of 30.00 feet; thence N 00°03'01" W along the West right of way for 30 Road, being a line 30.00 feet West of and parallel with, the East line of the NE 1/4 of said



Section 20, a distance of 815.00 feet; thence N 89°56'59" E a distance of 30.00 feet, more or less, to the Point of Beginning.

CONTAINING 0.5613 Acres (24,448.62 Sq. Ft.), more or less, as described.

Be and is hereby annexed to the City of Grand Junction, Colorado.

**INTRODUCED** on first reading on the 17th day of November, 2004 and ordered published.

**ADOPTED** on second reading this \_\_\_\_\_ day of \_\_\_\_\_ , 2005.

Attest:

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

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

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ANNEXING TERRITORY TO THE  
CITY OF GRAND JUNCTION, COLORADO**

**CAMPBELL / HYDE ANNEXATION #3**

**APPROXIMATELY 1.09 ACRES**

**LOCATED WITHIN 30 ROAD RIGHT-OF-WAY**

**WHEREAS**, on the 17th day of November, 2004, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

**WHEREAS**, a hearing on the petition was duly held after proper notice on the 5th day of January, 2005; and

**WHEREAS**, the City Council determined that said territory was eligible for annexation and that no election was necessary to determine whether such territory should be annexed;

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

That the property situate in Mesa County, Colorado, and described to wit:

**CAMPBELL-HYDE ANNEXATION NO. 3**

A certain parcel of land lying in the Northeast Quarter (NE 1/4) of Section 20 and the Northwest Quarter (NW 1/4) of Section 21, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 20 and assuming the East line of the NE 1/4 of said Section 20 bears S 00°03'01" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 00°03'01" E along the East line of the NE 1/4 of said Section 20, a distance of 324.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, N 89°56'59" E a distance of 33.00 feet to a point on the West line of La Veta Subdivision, as same is recorded in Plat Book 12, Page 227, Public Records of Mesa County, Colorado and being the East right of way for 30

Road; thence S 00°03'01" E along said East right of way, being a line 33.00 feet East of and parallel with, the East line of the NE 1/4 of said Section 20, a distance of 338.02 feet; thence S 89°50'11" W along the South line of said La Veta Subdivision, a distance of 3.00 feet; thence S 00°03'01" E along the East right of way for said 30 Road, being the West line of the Hitchcock Major Boundary Line Adjustment, as same is recorded in Plat Book 16, Page 257, Public Records of Mesa County, Colorado, a distance of 662.15 feet to a point on the South line of the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of said Section 21; thence S 89°57'03" W along said South line, a distance of 30.00 feet to the Southeast corner of the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of said Section 20; thence S 00°02'53" E along the East line of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of said Section 20, a distance of 661.96 feet; thence S 89°56'37" along the Easterly prolongation of the South line of Melody Estates Filing One, as same is recorded in Plat Book 13, Pages 81 and 82, Public Records of Mesa County, Colorado, a distance of 15.00 feet; thence N 00°02'53" W along a line 15.00 feet West of and parallel with, the East line of the SE 1/4 NE 1/4 of said Section 20, a distance of 661.97 feet to a point on the South line of the NE 1/4 NE 1/4 of said Section 20; thence N 00°03'01" W along a line 15.00 feet West of and parallel with, the East line of the NE 1/4 NE 1/4 of said Section 20, a distance of 438.15 feet; thence N 89°56'59" E a distance of 15.00 feet; thence N 00°03'01" W along the East line of the NE 1/4 NE 1/4 of said Section 20, a distance of 562.03 feet, more or less, to the Point of Beginning.

CONTAINING 1.0909 Acres (47,521.18 Sq. Ft.), more or less, as described.

Be and is hereby annexed to the City of Grand Junction, Colorado.

**INTRODUCED** on first reading on the 17th day of November, 2004 and ordered published.

**ADOPTED** on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Attest:

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

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

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ANNEXING TERRITORY TO THE  
CITY OF GRAND JUNCTION, COLORADO**

**CAMPBELL / HYDE ANNEXATION #4**

**APPROXIMATELY 21.39 ACRES**

**LOCATED AT 351 & 353 30 ROAD**

**WHEREAS**, on the 17th day of November, 2004, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

**WHEREAS**, a hearing on the petition was duly held after proper notice on the 5th day of January, 2005; and

**WHEREAS**, the City Council determined that said territory was eligible for annexation and that no election was necessary to determine whether such territory should be annexed;

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

That the property situate in Mesa County, Colorado, and described to wit:

**CAMPBELL-HYDE ANNEXATION NO. 4**

A certain parcel of land lying in the Northeast Quarter (NE 1/4) and the Southeast Quarter (SE 1/4) of Section 20, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the East Quarter (E 1/4) corner of said Section 20, and assuming the South line of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of said Section 20 bears S 89°54'37" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 00°04'01" E along the East line of the SE 1/4 of said Section 20, a distance of 33.00 feet; thence S 89°54'37" W along the South right of way for C-1/2 Road, as same is depicted on the Virginia Acres Subdivision, as same is recorded in Plat Book 12, Page 280, Public Records of Mesa County, Colorado, a distance of 1,319.01 feet to a point

on the West line of the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of said Section 20; thence N 00°02'04" E along said West line, a distance of 33.00 feet to the Southwest corner of the SE 1/4 NE 1/4 of said Section 20; thence N 00°00'37" W along the West line SE 1/4 NE 1/4 of said Section 20, a distance of 661.69 feet; thence N 89°56'37" E along the North line of the South half of the SE 1/4 NE 1/4 of said Section 20, a distance of 1288.52 feet to a point being the Southeast corner of Melody Estates Filing One, as same is recorded in Plat Book 13, Pages 81 and 82, Public Records of Mesa County, Colorado; thence N 00°02'53" W along the West right of way for 30 Road, being a line 30.00 feet West of and parallel to, the East line of the SE 1/4 NE 1/4 of said Section 20, a distance of 661.97 feet to a point on the South line of the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of said Section 20; thence N 00°03'01" W along a line 30.00 feet West of and parallel with, the East line of the NE 1/4 NE 1/4 of said Section 20, a distance of 438.15 feet; thence N 89°56'59" E a distance of 15.00 feet; thence S 00°03'01" E along a line 15.00 feet West of and parallel with, the East line of the NE 1/4 NE 1/4 of said Section 20, a distance of 438.15 feet to a point on the South line of the NE 1/4 NE 1/4 of said Section 20; thence S 00°02'53" E along a line 15.00 feet West of and parallel with, the East line of the SE 1/4 NE 1/4 of said Section 20, a distance of 661.97 feet; thence N 89°56'37" E a distance of 15.00 feet to a point on the East line of the SE 1/4 NE 1/4 of said Section 20; thence S 00°02'53" E along the East line of the SE 1/4 NE 1/4 of said Section 20, a distance of 660.93 feet, more or less, to the Point of Beginning.

CONTAINING 21.3895 Acres (932,119.80 Sq. Ft.), more or less, as described

Be and is hereby annexed to the City of Grand Junction, Colorado.

**INTRODUCED** on first reading on the 17th day of November, 2004 and ordered published.

**ADOPTED** on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Attest:

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

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

**Attach 18**

Zoning Campbell/Hyde Annex Located at 351 & 353 30 Road

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA								
<b>Subject</b>	Zoning the Campbell-Hyde Annexation, located at 351 & 353 30 Road to RSF-4 (Residential Single Family 4 du/ac)							
<b>Meeting Date</b>	January 05, 2005							
<b>Date Prepared</b>	December 20, 2004				File #ANX-2004-225			
<b>Author</b>	Faye Hall			Planning Technician				
<b>Presenter Name</b>	Faye Hall			Planning Technician				
<b>Report results back to Council</b>	X	No		Yes	<b>When</b>			
<b>Citizen Presentation</b>		Yes	X	No	<b>Name</b>			
	<b>Workshop</b>	X	<b>Formal Agenda</b>			<b>Consent</b>	X	<b>Individual Consideration</b>

**Summary:** Hold a public hearing and consider final passage of the Zoning ordinance to zone the Campbell-Hyde Annexation to RSF-4 (Residential Single Family 4 du/ac), located at 351 & 353 30 Road. The 23.31 acre annexation consists of two parcels of land.

**Budget:** N/A

**Action Requested/Recommendation:** Conduct a public hearing and consider final passage of the zoning ordinance. The Planning Commission recommended approval of the RSF-4 zoning at their November 23, 2004 meeting.

**Background Information:** See attached Staff Report/Background Information

**Attachments:**

1. Staff report/Background information
2. General Location Map
3. Aerial Photo
4. Growth Plan Map
5. Zoning Map
6. Annexation map
7. Zoning Ordinance

BACKGROUND INFORMATION			
<b>Location:</b>		351 & 353 30 Road	
<b>Applicants:</b>		Owners: Franklin & Jesse Hyde, Gary Campbell Developer/Representative: Sonshine II Construction & Development LLC - John Slothower	
<b>Existing Land Use:</b>		Residential / Agricultural	
<b>Proposed Land Use:</b>		Residential	
<b>Surrounding Land Use:</b>	<b>North</b>	Single Family Residential	
	<b>South</b>	Single Family Residential / Gravel Pit / Future Park	
	<b>East</b>	Single Family Residential / Agricultural	
	<b>West</b>	Single Family Residential	
<b>Existing Zoning:</b>		County RSF-R	
<b>Proposed Zoning:</b>		City RSF-4	
<b>Surrounding Zoning:</b>	<b>North</b>	County PUD (~5000 sq ft lots) & RSF-R	
	<b>South</b>	County PUD (Gravel Pit) & RSF-R	
	<b>East</b>	County RSF-R	
	<b>West</b>	County RSF-R	
<b>Growth Plan Designation:</b>		Residential Medium Low 2-4 du/ac	
<b>Zoning within density range?</b>		<b>X</b>	<b>Yes</b>
			<b>No</b>

**Staff Analysis:**

**Zone of Annexation:** The requested zone of annexation to the RSF-4 district is consistent with the Growth Plan density of Residential Medium Low 2-4 du/ac. The existing County zoning is RSF-R. Section 2.14 of the Zoning and Development Code states that the zoning of an annexation area shall be consistent with either the Growth Plan or the existing County zoning.

In order for the zoning to occur, the following questions must be answered and a finding of consistency with the Zoning and Development Code must be made per Section 2.6 as follows:

1. The existing zoning was in error at the time of adoption;

Response: The requested zoning is to place the property into an appropriate City zoning designation due to the annexation request. Therefore, this criteria is not applicable.

2. There has been a change of character in the neighborhood due to installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.;

Response: The zoning request is in conjunction with an annexation request. Therefore this criteria is not applicable.

3. The proposed zone is compatible with the neighborhood and will not create adverse impacts such as: capacity or safety of the street network, parking problems, storm water or drainage problems, water, air or noise pollution, excessive nighttime lighting, or nuisances;

Response: The zoning request is compatible with the neighborhood and adjacent zoning. Future improvements to facilities will occur if the preliminary plan goes forward.

4. The proposal conforms with and furthers the goals and policies of the Growth Plan, other adopted plans, and policies, the requirements of this Code, and other City regulations and guidelines;

Response: The proposed zoning is consistent with the Goals and polices of the Growth Plan, the requirements of the Zoning and Development Code and other City regulations and guidelines.

5. Adequate public facilities and services are available or will be made available concurrent with the projected impacts of the proposed development;

Response: Adequate public facilities are available or will be supplied at the time of further development of the property.

6. There is not an adequate supply of land available in the neighborhood and surrounding area to accommodate the zoning and community needs; and

Response: The zoning request is in conjunction with an annexation request. Therefore this criteria is not applicable.

7. The community or neighborhood will benefit from the proposed zone.

Response: The zoning request is in conjunction with an annexation request. Therefore this criteria is not applicable.

**PLANNING COMMISSION RECOMMENDATION:**

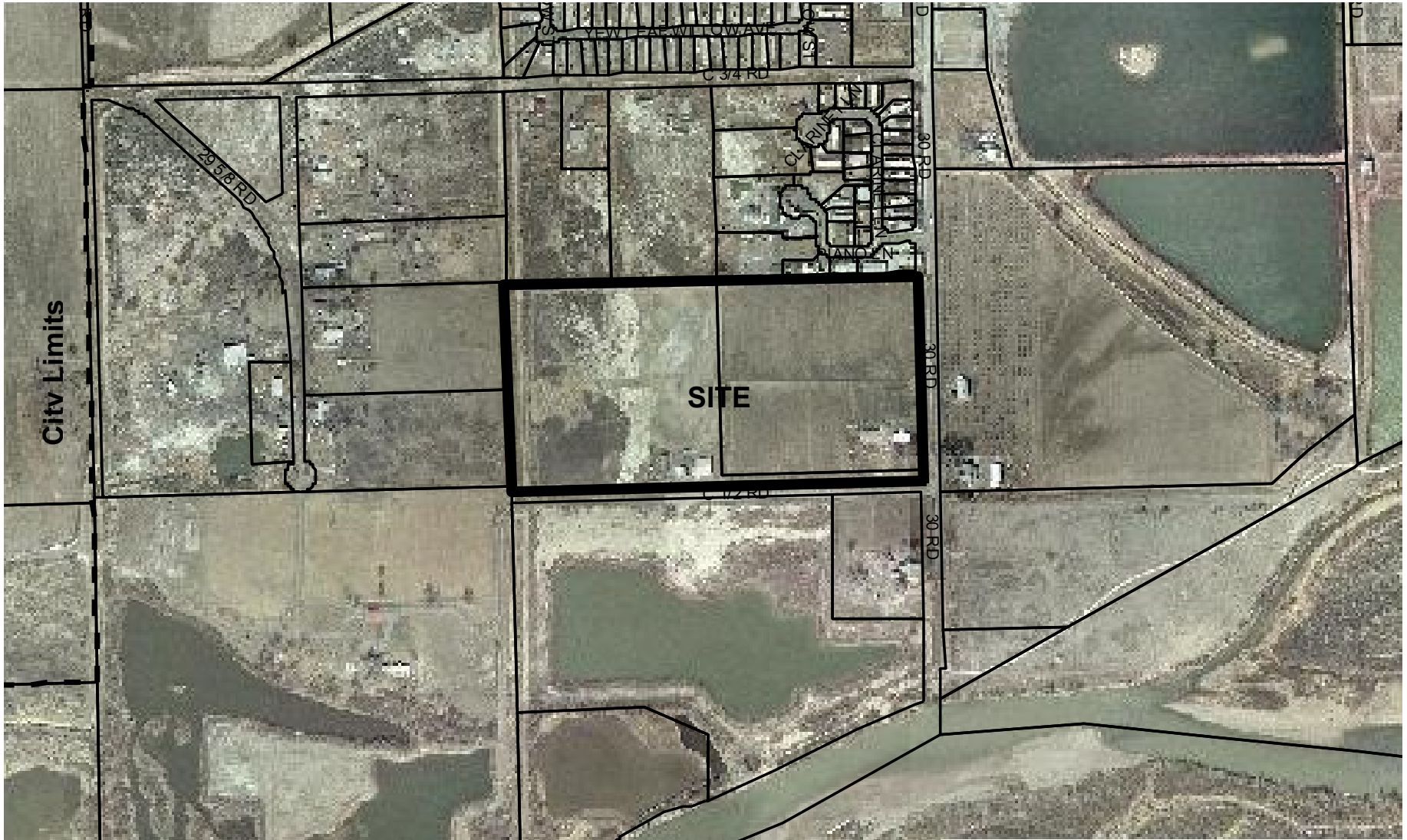
The Planning Commission recommended approval of the requested zone of annexation to the City Council, finding the zoning to the RSF-4 district to be consistent with the



Growth Plan, the existing County Zoning and Sections 2.6 and 2.14 of the Zoning and Development Code.

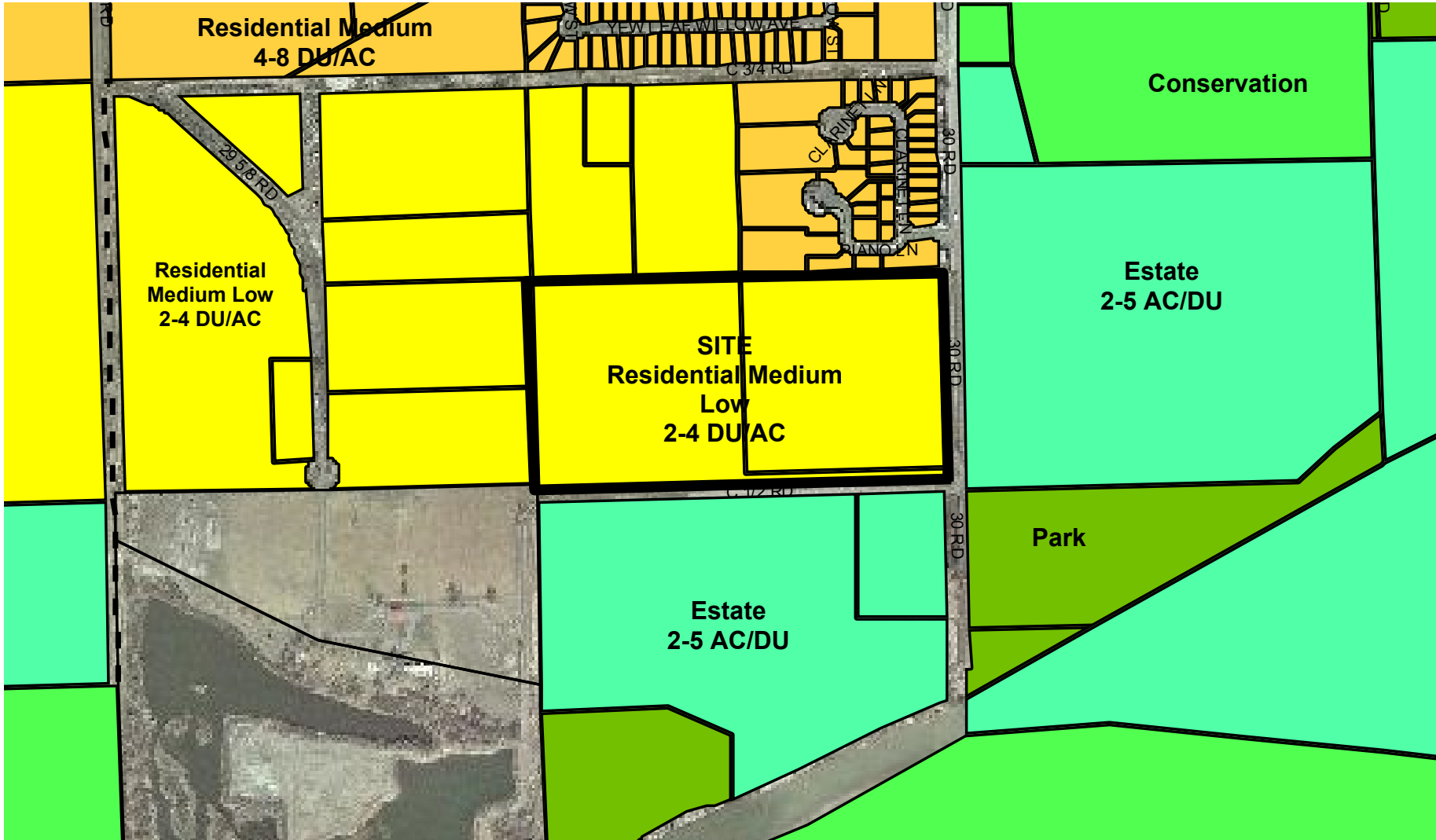
# Aerial Photo Map

Figure 1



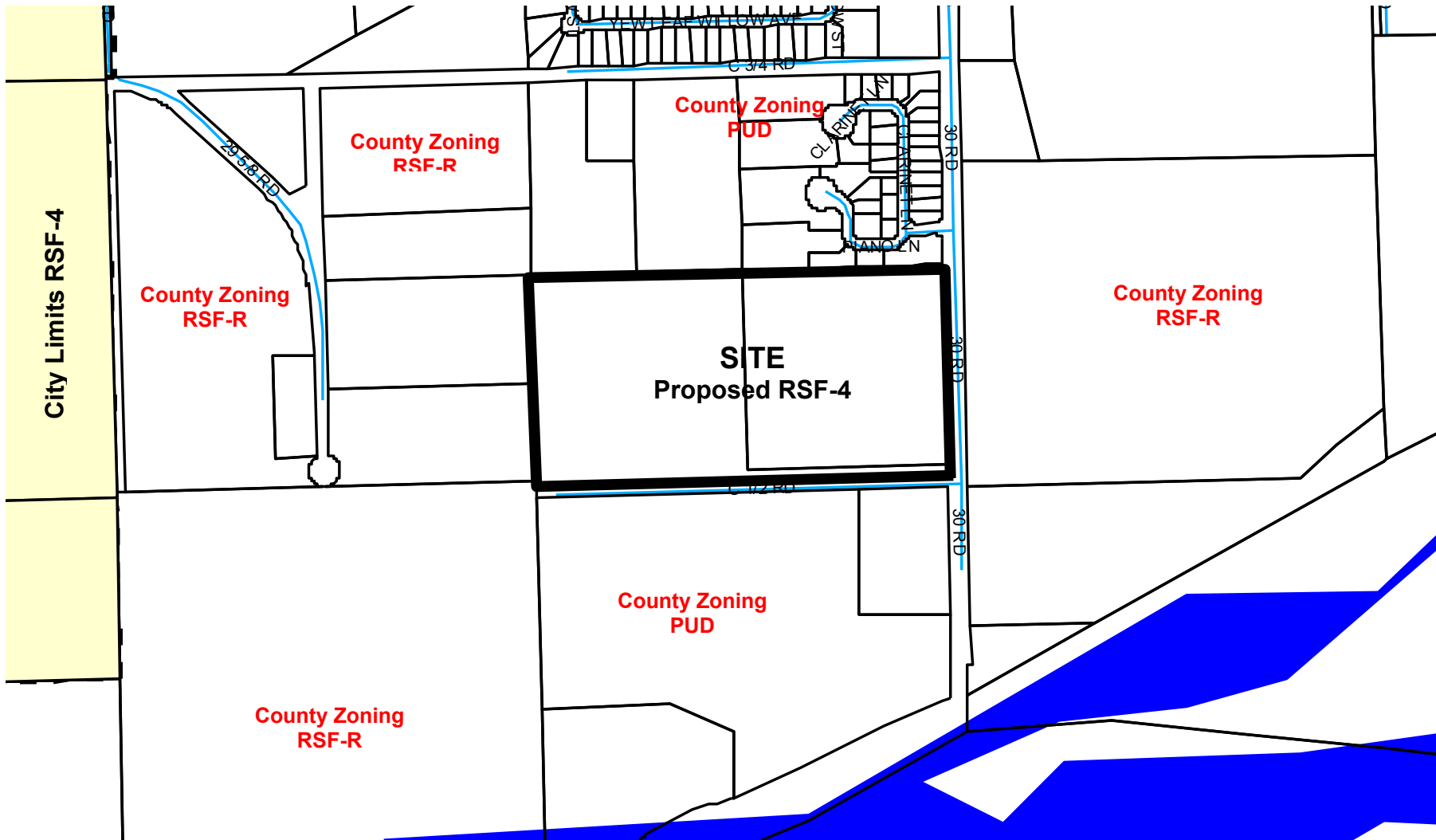
# Future Land Use Map

Figure 2



# Existing City and County Zoning

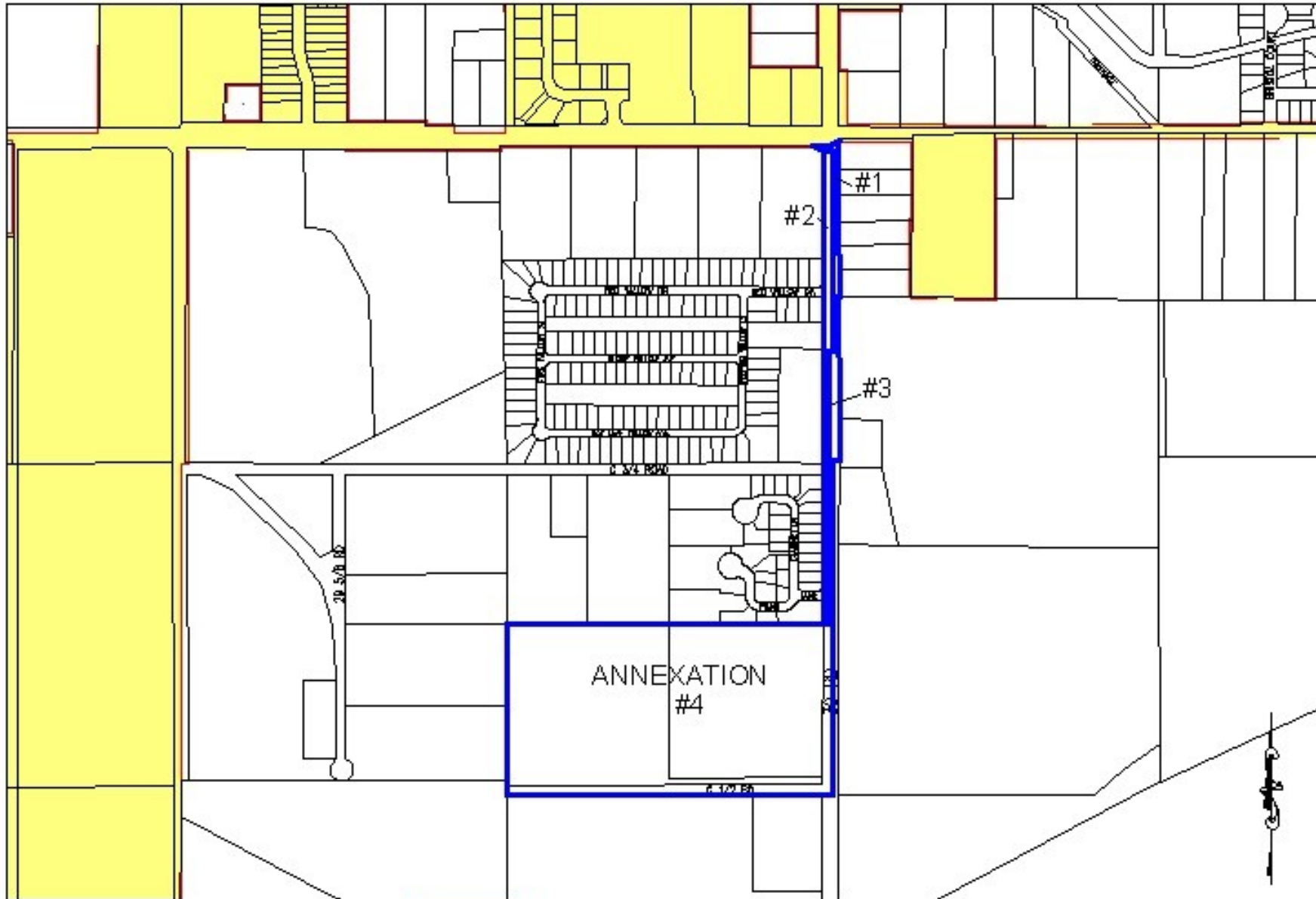
Figure 3



NOTE: Mesa County is currently in the process of updating their zoning map. Please contact Mesa County directly to determine parcels and the zoning thereof."

# Campbell-Hyde Annexations #1-4

Figure 5



 City Limits  Annexation Boundary

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ZONING THE CAMPBELL-HYDE ANNEXATION TO  
RSF-4 (RESIDENTIAL SINGLE FAMILY 4 DU/AC)**

**LOCATED AT 351 & 353 30 ROAD**

Recitals.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of zoning the Campbell-Hyde Annexation to the RSF-4 (Residential Single Family 4 du/ac) zone district for the following reasons:

The zone district meets the recommended land use category as shown on the future land use map of the Growth Plan and the Growth Plan's goals and policies and/or are generally compatible with appropriate land uses located in the surrounding area. The zone district meets the criteria found in Section 2.6 of the Zoning and Development Code.

After the public notice and public hearing before the Grand Junction City Council, City Council finds that the RSF-4 (Residential Single Family 4 du/ac) zone district be established.

The Planning Commission and City Council find that the RSF-4 (Residential Single Family 4 du/ac) zoning is in conformance with the stated criteria of Section 2.6 of the Grand Junction Zoning and Development Code.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND  
JUNCTION THAT:**

The following property shall be zoned Residential Single Family with a density not to exceed 4 units per acre.

CAMPBELL-HYDE ANNEXATION

Tax parcel # 2943-201-00-033 (353 30 Road)

Beginning at the E 1/4 corner of Sec 20, T1S, R1E of the Ute Meridian, thence North 00°02' West 662.03 ft, thence South 89°57'30" West 659.18 ft, thence South 00°01' East 661.73 ft, thence North 89°59' East 659.4 ft to the point of beginning; EXCEPT the East 30 ft for road right of way; AND EXCEPT the South 30 ft for road right of way as recorded in Book 546 at page 271; in Mesa County, Colorado.

Together with all water, water rights, ditches and ditch rights appurtenant thereto.

CONTAINING 8.96 Acres (390,297 Sq. Ft.), more or less, as described  
Tax parcel # 2943-201-00-020 (351 30 Road)

The SW 1/4 of the SE 1/4 of the NE 1/4 and the S 30' of the E 1/2 of the SE 1/4  
of the NE 1/4 of Sec 20, T1S, R1E of the Ute Meridian, County of Mesa, State of  
Colorado.

Together with 8 shares of Grand Valley Water Stock.

CONTAINING 10.401 Acres (453,067 Sq. Ft.), more or less, as described

Housing type, density and bulk standards shall be for the Residential Single  
Family 4 du/ac zone district.

Introduced on first reading this 15th day of December, 2004 and ordered  
published.

Adopted on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Mayor

ATTEST:

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

**Attach 19**

Public Hearing – Water's Edge Annex Located at 2935 D Road

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
<b>Subject</b>	A hearing for the Water's Edge Annexation located at 2935 D Road					
<b>Meeting Date</b>	January 05, 2005					
<b>Date Prepared</b>	December 20, 2004			File #ANX-2004-221		
<b>Author</b>	Faye Hall		Planning Technician			
<b>Presenter Name</b>	Faye Hall		Planning Technician			
<b>Report results back to Council</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>When</b>	
<b>Citizen Presentation</b>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Name</b>	
	<b>Workshop</b>	<input checked="" type="checkbox"/>	<b>Formal Agenda</b>		<input type="checkbox"/>	<b>Consent</b>
					<input checked="" type="checkbox"/>	<b>Individual Consideration</b>

**Summary:** Resolution for acceptance of petition to annex and to hold a public hearing and consider final passage of the annexation ordinance for the Water's Edge Annexation, located at 2935 D Road. The 4.91 acre annexation consists of one parcel of land.

**Budget:** N/A

**Action Requested/Recommendation:** Public hearing on the annexation and acceptance of the petition. Approve resolution accepting a petition for annexation and approve second reading of the annexation ordinance.

**Background Information:** See attached Staff Report/Background Information

**Attachments:**

1. Staff report/Background information
2. General Location Map
3. Aerial Photo
4. Growth Plan Map
5. Zoning Map
6. Annexation map
7. Acceptance Resolution
8. Annexation Ordinance



STAFF REPORT/BACKGROUND INFORMATION			
<b>Location:</b>		2935 D Road	
<b>Applicants:</b>		Owner: Travis O'Connor - River's Edge Investment LLC, Developer: Duncan McArthur - TML Enterprises, Representative: Jo Mason - Planning Solutions	
<b>Existing Land Use:</b>		Residential	
<b>Proposed Land Use:</b>		Residential	
<b>Surrounding Land Use:</b>	<b>North</b>	Residential / Agricultural	
	<b>South</b>	Gravel Pit	
	<b>East</b>	Gravel Pit / Residential	
	<b>West</b>	Residential	
<b>Existing Zoning:</b>		County RSF-R	
<b>Proposed Zoning:</b>		RMF-8	
<b>Surrounding Zoning:</b>	<b>North</b>	County RSF-R & City RMF-8	
	<b>South</b>	City RSF-R	
	<b>East</b>	City RSF-R	
	<b>West</b>	County RSF-R	
<b>Growth Plan Designation:</b>		Residential Medium 4-8 du/ac	
<b>Zoning within density range?</b>		<b>X</b>	<b>Yes</b>
			<b>No</b>

**Staff Analysis:**

**ANNEXATION:**

This annexation area consists of 4.91 acres of land and is comprised of one parcel. The property owners have requested annexation into the City as the result of a request to subdivide in the County. Under the 1998 Persigo Agreement all subdivisions require annexation and processing in the City.

It is staff's opinion, based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the Haremza Annexation is eligible to be annexed because of compliance with the following:

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;
- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;
- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single

demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;

- d) The area is or will be urbanized in the near future;
- e) The area is capable of being integrated with the City;
- f) No land held in identical ownership is being divided by the proposed annexation;
- g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owners consent.

The following annexation and zoning schedule is being proposed.

<b><u>ANNEXATION SCHEDULE</u></b>	
<b>November 17, 2004</b>	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
<b>November 23, 2004</b>	Planning Commission considers Zone of Annexation
<b>December 15, 2004</b>	Introduction Of A Proposed Ordinance on Zoning by City Council
<b>January 05, 2005</b>	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
<b>February 06, 2005</b>	Effective date of Annexation and Zoning

**WATER'S EDGE ANNEXATION SUMMARY**

<b>File Number:</b>	ANX-2004-221
<b>Location:</b>	2935 D Road
<b>Tax ID Number:</b>	2943-202-00-044
<b>Parcels:</b>	1
<b>Estimated Population:</b>	2
<b># of Parcels (owner occupied):</b>	1
<b># of Dwelling Units:</b>	1
<b>Acres land annexed:</b>	4.91
<b>Developable Acres Remaining:</b>	4.91
<b>Right-of-way in Annexation:</b>	0
<b>Previous County Zoning:</b>	RSF-R
<b>Proposed City Zoning:</b>	RMF-8
<b>Current Land Use:</b>	Residential
<b>Future Land Use:</b>	Residential Medium 4-8 du/ac
<b>Values:</b>	<b>Assessed:</b> \$2180
	<b>Actual:</b> \$21,270
<b>Address Ranges:</b>	2935 D Road
<b>Special Districts:</b>	<b>Water:</b> Ute
	<b>Sewer:</b> Central Grand Valley
	<b>Fire:</b> Grand Junction Rural
	<b>Irrigation/Drainage:</b> Grand Junction Drainage District / Grand Valley Irrigation Co
	<b>School:</b> Mesa Co School District #51

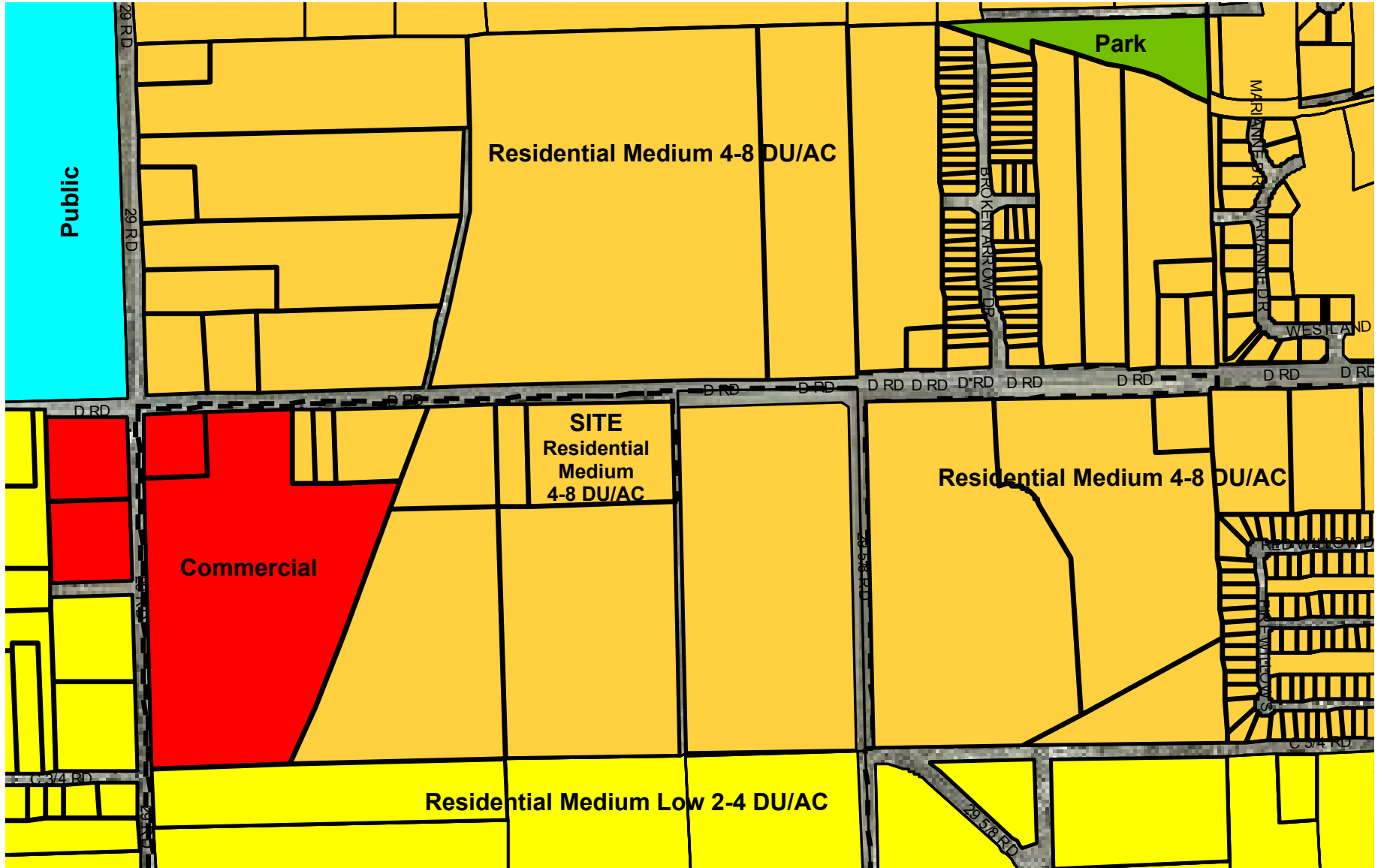
# Aerial Photo Map

Figure 1



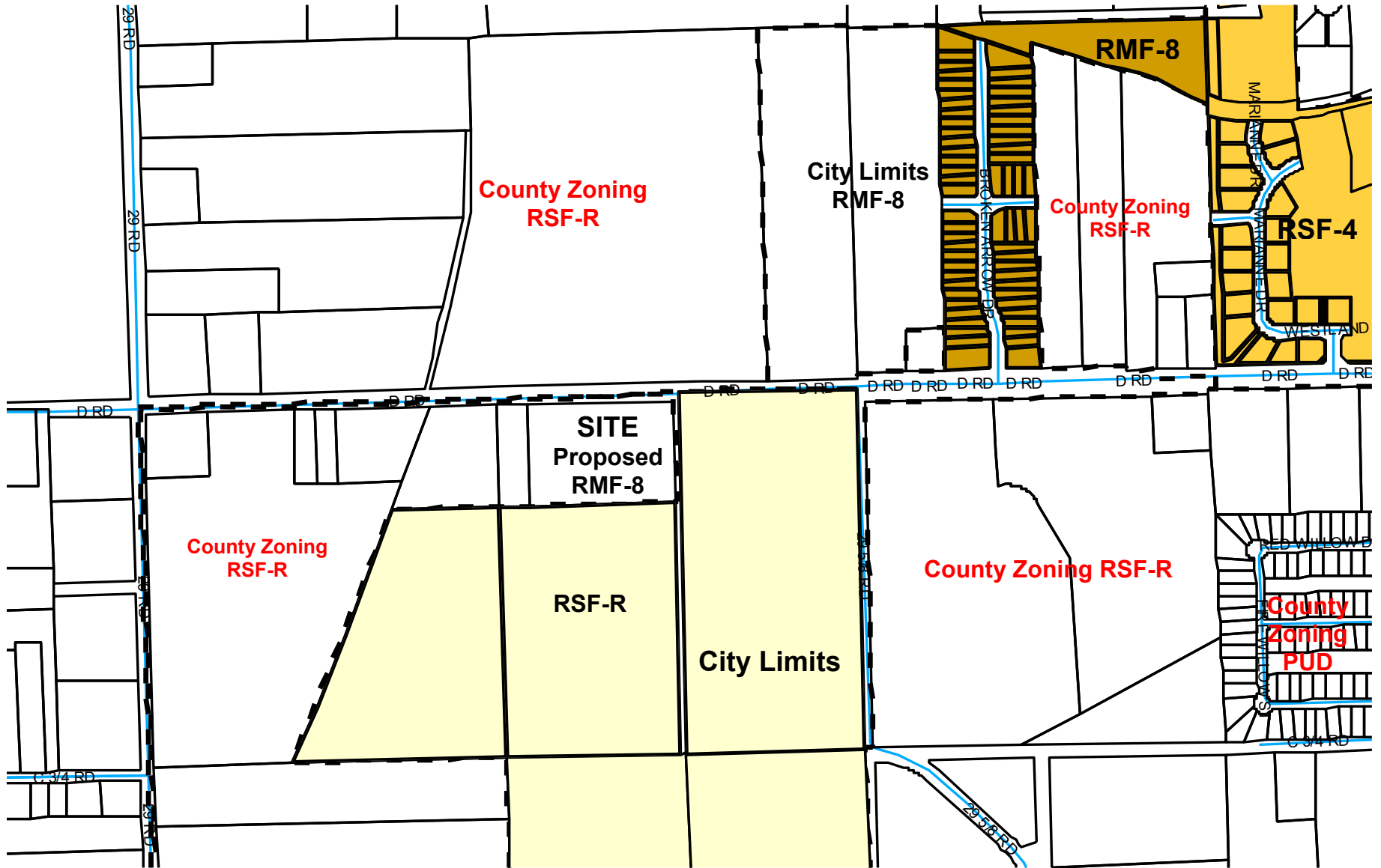
# Future Land Use Map

Figure 2



# Existing City and County Zoning

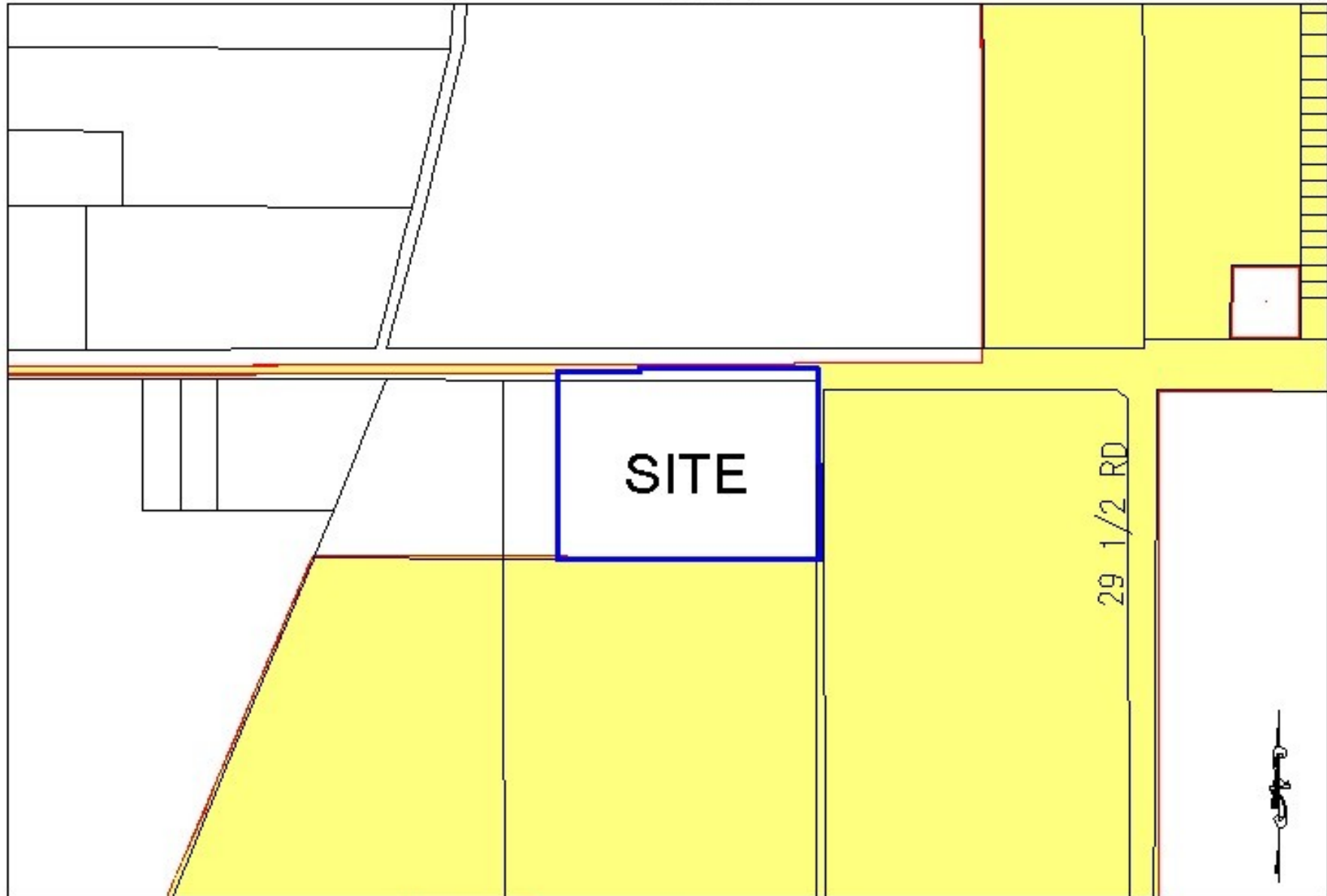
Figure 3



NOTE: Mesa County is currently in the process of updating their zoning map. Please contact Mesa County directly to determine parcels and the zoning thereof."

# Water's Edge Annexation

Figure 5



 City Limits  Annexation Boundary

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION ACCEPTING A  
PETITION FOR ANNEXATION, MAKING CERTAIN  
FINDINGS, DETERMINING THAT PROPERTY KNOWN AS THE**

**WATER'S EDGE ANNEXATION**

**LOCATED at 2935 D ROAD**

**IS ELIGIBLE FOR ANNEXATION**

WHEREAS, on the 17th day of November, 2004, 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:

**WATER'S EDGE ANNEXATION**

A certain parcel of land lying in the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of Section 20, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Northwest corner of the NE 1/4 NW 1/4 of said Section 20 and assuming the West line of the NE 1/4 NW 1/4 of said Section 20 bears S 00°03'15" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 00°03'15" W along the West line of the NE 1/4 NW 1/4 of said Section 20, a distance of 403.00 feet; thence N 89°58'45" E a distance of 108.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, N 00°03'15" E a distance of 393.00 feet; thence N 89°58'45" E along a line 10.00 feet South of and parallel with, the North line of the NE 1/4 NW 1/4 of said Section 20, a distance of 167.99 feet; thence N 00°03'19" E a distance of 5.00 feet; thence N 89°58'45" E along a line 5.00 feet South of and parallel with, the North line of the NE 1/4 NW 1/4 of said Section 20, a distance of 372.02 feet; thence S 00°03'19" W a distance of 398.00 feet; thence S 89°58'45" W a distance of 540.00 feet, more or less, to the Point of Beginning.

CONTAINING 4.9146 Acres (214,081.45 Sq. Ft.), more or less, as described.

WHEREAS, a hearing on the petition was duly held after proper notice on the 5th day of January, 2005; and



WHEREAS, the Council has found and determined and does hereby find and determine that said petition is in substantial compliance with statutory requirements therefore, that one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; that a community of interest exists between the territory and the City; that the territory proposed to be annexed is urban or will be urbanized in the near future; that the said territory is integrated or is capable of being integrated with said City; that no land held in identical ownership has been divided without the consent of the landowner; that 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 that no election is required under the Municipal Annexation Act of 1965.

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

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

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Attest:

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

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

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ANNEXING TERRITORY TO THE  
CITY OF GRAND JUNCTION, COLORADO**

**WATER'S EDGE ANNEXATION**

**APPROXIMATELY 4.91 ACRES**

**LOCATED AT 2935 D ROAD**

**WHEREAS**, on the 17th day of November, 2004, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

**WHEREAS**, a hearing on the petition was duly held after proper notice on the 5th day of January, 2005; and

**WHEREAS**, the City Council determined that said territory was eligible for annexation and that no election was necessary to determine whether such territory should be annexed;

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

That the property situate in Mesa County, Colorado, and described to wit:

**WATER'S EDGE ANNEXATION**

A certain parcel of land lying in the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of Section 20, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Northwest corner of the NE 1/4 NW 1/4 of said Section 20 and assuming the West line of the NE 1/4 NW 1/4 of said Section 20 bears S 00°03'15" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 00°03'15" W along the West line of the NE 1/4 NW 1/4 of said Section 20, a distance of 403.00 feet; thence N 89°58'45" E a distance of 108.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, N 00°03'15" E a distance of 393.00 feet; thence N 89°58'45" E along a line 10.00 feet South of and parallel with, the North line of

the NE 1/4 NW 1/4 of said Section 20, a distance of 167.99 feet; thence N 00°03'19" E a distance of 5.00 feet; thence N 89°58'45" E along a line 5.00 feet South of and parallel with, the North line of the NE 1/4 NW 1/4 of said Section 20, a distance of 372.02 feet; thence S 00°03'19" W a distance of 398.00 feet; thence S 89°58'45" W a distance of 540.00 feet, more or less, to the Point of Beginning.

CONTAINING 4.9146 Acres (214,081.45 Sq. Ft.), more or less, as described.

Be and is hereby annexed to the City of Grand Junction, Colorado.

**INTRODUCED** on first reading on the 17th day of November, 2004 and ordered published.

**ADOPTED** on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Attest:

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

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

**Attach 20**

Public Hearing – Zoning Water's Edge Annex Located at 2935 D Road

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
<b>Subject</b>	Zoning the Water's Edge Annexation, located at 2935 D Road to RMF-8 (Residential Multi-Family 8 du/ac)					
<b>Meeting Date</b>	January 05, 2005					
<b>Date Prepared</b>	December 20, 2004			File #ANX-2004-221		
<b>Author</b>	Faye Hall		Planning Technician			
<b>Presenter Name</b>	Faye Hall		Planning Technician			
<b>Report results back to Council</b>	X	No		Yes	<b>When</b>	
<b>Citizen Presentation</b>		Yes	X	No	<b>Name</b>	
	<b>Workshop</b>	X	<b>Formal Agenda</b>			<b>Consent</b> X <b>Individual Consideration</b>

**Summary:** Conduct a public hearing and consider final passage of the Zoning ordinance to zone the Water's Edge Annexation to RMF-8 (Residential Multi-Family 8 du/ac), located at 2935 D Road. The 4.91 acre annexation consists of 1 parcel of land.

**Budget:** N/A

**Action Requested/Recommendation:** Conduct a public hearing and consider final passage of the zoning ordinance. The Planning Commission recommended approval of the RMF-8 zoning at their November 23, 2004 meeting.

**Background Information:** See attached Staff Report/Background Information

**Attachments:**

1. Staff report/Background information
2. General Location Map
3. Aerial Photo
4. Growth Plan Map
5. Zoning Map
6. Annexation map
7. Zoning Ordinance

BACKGROUND INFORMATION			
<b>Location:</b>		2935 D Road	
<b>Applicants:</b>		Owner: Travis O'Connor - River's Edge Investment LLC, Developer: Duncan McArthur - TML Enterprises, Representative: Jo Mason - Planning Solutions	
<b>Existing Land Use:</b>		Residential	
<b>Proposed Land Use:</b>		Residential	
<b>Surrounding Land Use:</b>	<b>North</b>	Residential / Agricultural	
	<b>South</b>	Gravel Pit	
	<b>East</b>	Gravel Pit / Residential	
	<b>West</b>	Residential	
<b>Existing Zoning:</b>		County RSF-R	
<b>Proposed Zoning:</b>		RMF-8	
<b>Surrounding Zoning:</b>	<b>North</b>	County RSF-R & City RMF-8	
	<b>South</b>	City RSF-R	
	<b>East</b>	City RSF-R	
	<b>West</b>	County RSF-R	
<b>Growth Plan Designation:</b>		Residential Medium 4-8 du/ac	
<b>Zoning within density range?</b>		<b>X</b>	<b>Yes</b>
			<b>No</b>

**Staff Analysis:**

**Zone of Annexation:** The requested zone of annexation to the RMF-8 district is consistent with the Growth Plan intensity of Residential Medium 4-8 du/ac. The existing County zoning is RSF-R. Section 2.14 of the Zoning and Development Code states that the zoning of an annexation area shall be consistent with either the Growth Plan or the existing County zoning.

In order for the zoning to occur, the following questions must be answered and a finding of consistency with the Zoning and Development Code must be made per Section 2.6 as follows:

2. The existing zoning was in error at the time of adoption;

Response: The requested zoning is to place the property into an appropriate City zoning designation due to the annexation request. Therefore, this criteria is not applicable.

2. There has been a change of character in the neighborhood due to installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.;

Response: The zoning request is in conjunction with an annexation request. Therefore this criteria is not applicable.

6. The proposed zone is compatible with the neighborhood and will not create adverse impacts such as: capacity or safety of the street network, parking problems, storm water or drainage problems, water, air or noise pollution, excessive nighttime lighting, or nuisances;

Response: The zoning request is compatible with the neighborhood and adjacent zoning. Future improvements to facilities will occur if the preliminary plan goes forward.

7. The proposal conforms with and furthers the goals and policies of the Growth Plan, other adopted plans, and policies, the requirements of this Code, and other City regulations and guidelines;

Response: The proposed zoning is consistent with the Goals and polices of the Growth Plan, the requirements of the Zoning and Development Code and other City regulations and guidelines.

8. Adequate public facilities and services are available or will be made available concurrent with the projected impacts of the proposed development;

Response: Adequate public facilities are available or will be supplied at the time of further development of the property.

6. There is not an adequate supply of land available in the neighborhood and surrounding area to accommodate the zoning and community needs; and

Response: The zoning request is in conjunction with an annexation request. Therefore this criteria is not applicable.

8. The community or neighborhood will benefit from the proposed zone.

Response: The zoning request is in conjunction with an annexation request. Therefore this criteria is not applicable.

#### **PLANNING COMMISSION RECOMMENDATION:**

The Planning Commission recommended approval of the requested zone of annexation to the City Council, finding the zoning to the RMF-8 district to be consistent with the

Growth Plan, the existing County Zoning and Sections 2.6 and 2.14 of the Zoning and Development Code.

# Aerial Photo Map

Figure 1

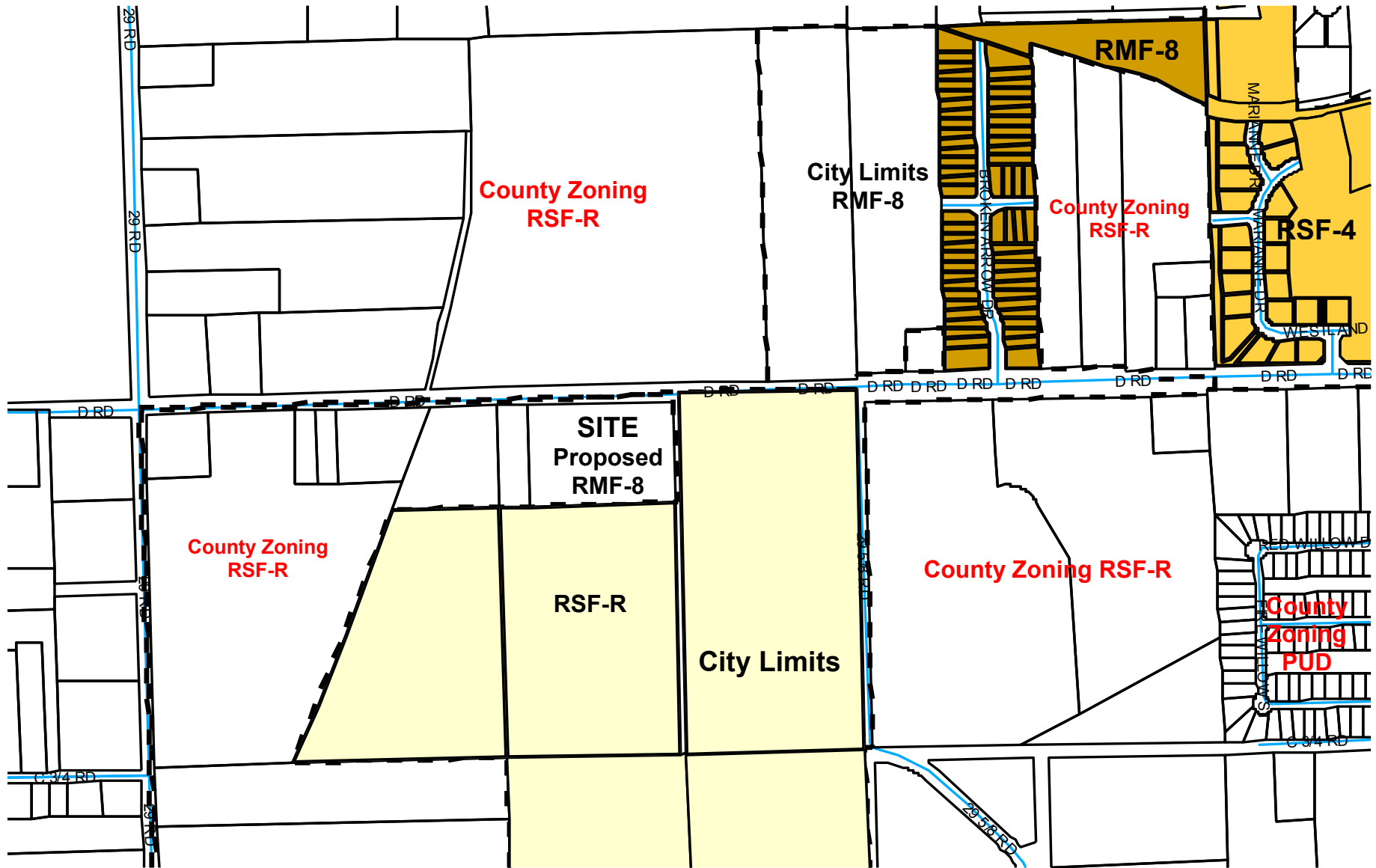






# Existing City and County Zoning

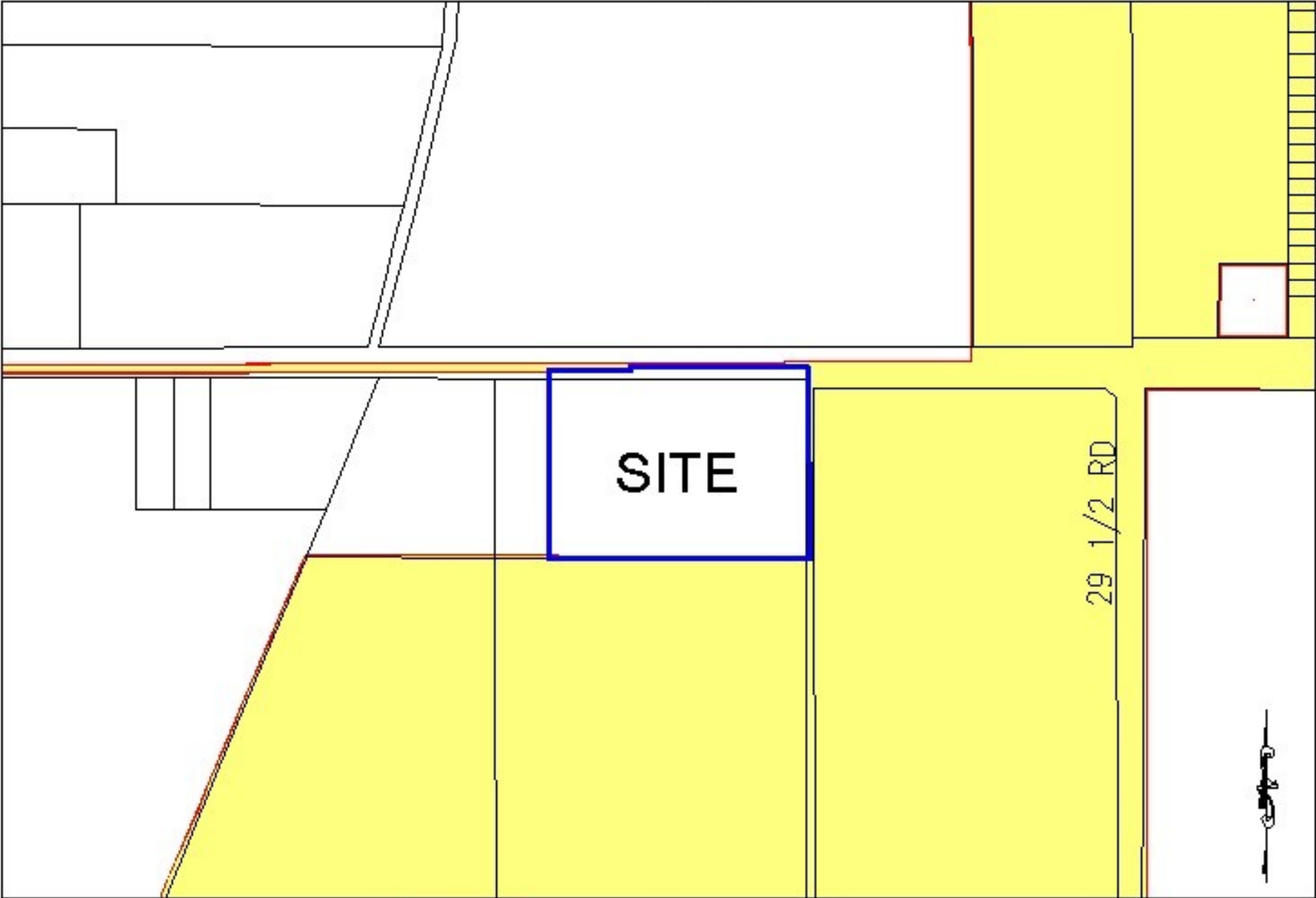
Figure 3



NOTE: Mesa County is currently in the process of updating their zoning map. Please contact Mesa County directly to determine parcels and the zoning thereof."

# Water's Edge Annexation

Figure 5



City Limits



Annexation Boundary

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ZONING THE WATER'S EDGE ANNEXATION TO  
RMF-8 (RESIDENTIAL MULTI-FAMILY 8 DU/AC)**

**LOCATED AT 2935 D ROAD**

Recitals.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of zoning the Water's Edge Annexation to the RMF-8 (Residential Multi-Family 8 du/ac) zone district for the following reasons:

The zone district meets the recommended land use category as shown on the future land use map of the Growth Plan and the Growth Plan's goals and policies and/or are generally compatible with appropriate land uses located in the surrounding area. The zone district meets the criteria found in Section 2.6 of the Zoning and Development Code.

After the public notice and public hearing before the Grand Junction City Council, City Council finds that the RMF-8 (Residential Multi-Family 8 du/ac) zone district be established.

The Planning Commission and City Council find that the RMF-8 (Residential Multi-Family 8 du/ac) zoning is in conformance with the stated criteria of Section 2.6 of the Grand Junction Zoning and Development Code.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND  
JUNCTION THAT:**

The following property shall be zoned Residential Multi-Family with a density not to exceed 8 units per acre.

**WATER'S EDGE ANNEXATION**

A certain parcel of land lying in the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of Section 20, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Northwest corner of the NE 1/4 NW 1/4 of said Section 20 and assuming the West line of the NE 1/4 NW 1/4 of said Section 20 bears S 00°03'15" W with all other bearings contained herein being relative thereto;

thence from said Point of Commencement, S 00°03'15" W along the West line of the NE 1/4 NW 1/4 of said Section 20, a distance of 403.00 feet; thence N 89°58'45" E a distance of 108.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, N 00°03'15" E a distance of 393.00 feet; thence N 89°58'45" E along a line 10.00 feet South of and parallel with, the North line of the NE 1/4 NW 1/4 of said Section 20, a distance of 167.99 feet; thence N 00°03'19" E a distance of 5.00 feet; thence N 89°58'45" E along a line 5.00 feet South of and parallel with, the North line of the NE 1/4 NW 1/4 of said Section 20, a distance of 372.02 feet; thence S 00°03'19" W a distance of 398.00 feet; thence S 89°58'45" W a distance of 540.00 feet, more or less, to the Point of Beginning.

CONTAINING 4.9146 Acres (214,081.45 Sq. Ft.), more or less, as described.

Housing type, density and bulk standards shall be for the RMF-8 (Residential Multi-Family 8 du/ac) zone district.

Introduced on first reading this 15th day of December, 2004 and ordered published.

Adopted on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Mayor

ATTEST:

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

**Attach 21**

Public Hearing – Griffith Annex Located at 2969 B ½ Rd

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
<b>Subject</b>	Griffith Annexation located at 2969 B 1/2 Road					
<b>Meeting Date</b>	January 5, 2004					
<b>Date Prepared</b>	December 20, 2004			File #ANX-2004-254		
<b>Author</b>	Ronnie Edwards		Associate Planner			
<b>Presenter Name</b>	Ronnie Edwards		Associate Planner			
<b>Report results back to Council</b>	X	No		Yes	When	
<b>Citizen Presentation</b>		Yes		No	Name	
	<b>Workshop</b>	X	<b>Formal Agenda</b>		<b>Consent</b>	X <b>Individual Consideration</b>

**Summary:** Hold a public hearing and consider final passage of a Resolution for Acceptance of the Petition to Annex and Annexation Ordinances for the Griffith Annexation located at 2969 B 1/2 Road.

The petitioner is seeking annexation in conjunction with a proposed preliminary plan for a residential subdivision, pursuant to the 1998 Persigo Agreement with Mesa County.

**Budget:** N/A

**Action Requested/Recommendation:** Approve the resolution for the acceptance of petition to annex and second reading of the annexation ordinance.

**Attachments:**

- 8. Future Land Use Map
- 9. Aerial with Existing Zoning
- 10. Annexation map
- 11. Resolution of Acceptance of Petition
- 12. Annexation Ordinance

**Background Information:** See attached Staff Report

STAFF REPORT / BACKGROUND INFORMATION			
<b>Location:</b>		2969 B 1/2 Road	
<b>Applicants:</b>		Dean and Verona Griffith	
<b>Existing Land Use:</b>		Single Family Residence	
<b>Proposed Land Use:</b>		Residential Single Family Subdivision	
<b>Surrounding Land Use:</b>	<b>North</b>	Residential Single Family	
	<b>South</b>	Chipeta Golf Course	
	<b>East</b>	Residential Single Family	
	<b>West</b>	Residential Single Family	
<b>Existing Zoning:</b>		County RSF-R	
<b>Proposed Zoning:</b>		City RSF-4	
<b>Surrounding Zoning:</b>	<b>North</b>	County RSF-R	
	<b>South</b>	County PUD	
	<b>East</b>	City RSF-4	
	<b>West</b>	City RSF-R	
<b>Growth Plan Designation:</b>		Residential Medium Low (2-4 du/ac)	
<b>Zoning within density range?</b>		<input type="checkbox"/>	<b>Yes</b>
		<input type="checkbox"/>	<b>No</b>

**Staff Analysis:**

**ANNEXATION:**

It is staff's professional opinion, based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the Washington Annexation is eligible to be annexed because of compliance with the following:

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;
- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;
- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;
- d) The area is or will be urbanized in the near future;
- e) The area is capable of being integrated with the City;
- f) No land held in identical ownership is being divided by the proposed annexation;

g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owners consent.

<b><u>GRIFFITH ANNEXATION SUMMARY</u></b>		
<b>File Number:</b>	ANX-2004-254	
<b>Location:</b>	2969 B 1/2 Road	
<b>Tax ID Number:</b>	2943-294-00-038	
<b>Parcels:</b>	One	
<b>Estimated Population:</b>	2	
<b># of Parcels (owner occupied):</b>	0	
<b># of Dwelling Units:</b>	1	
<b>Acres land annexed:</b>	4.141 acres for annexation area	
<b>Developable Acres Remaining:</b>	3.98 acres	
<b>Right-of-way in Annexation:</b>	264.02' strip of B 1/2 Road (See Map)	
<b>Previous County Zoning:</b>	RSF-R	
<b>Proposed City Zoning:</b>	RSF-4	
<b>Current Land Use:</b>	Residential Single Family	
<b>Future Land Use:</b>	Residential Single Family	
<b>Values:</b>	<b>Assessed:</b>	\$ 1,050
	<b>Actual:</b>	\$ 3,620
<b>Address Ranges:</b>	230 to 248 Papago Street (odd & even)	
<b>Special Districts:</b>	<b>Water:</b>	Ute Water District
	<b>Sewer:</b>	Orchard Mesa Sanitation District
	<b>Fire:</b>	Grand Junction Rural Fire District
	<b>Irrigation/ Drainage:</b>	Orchard Mesa Irrigation & Drainage
	<b>School:</b>	District 51
	<b>Pest:</b>	N/A

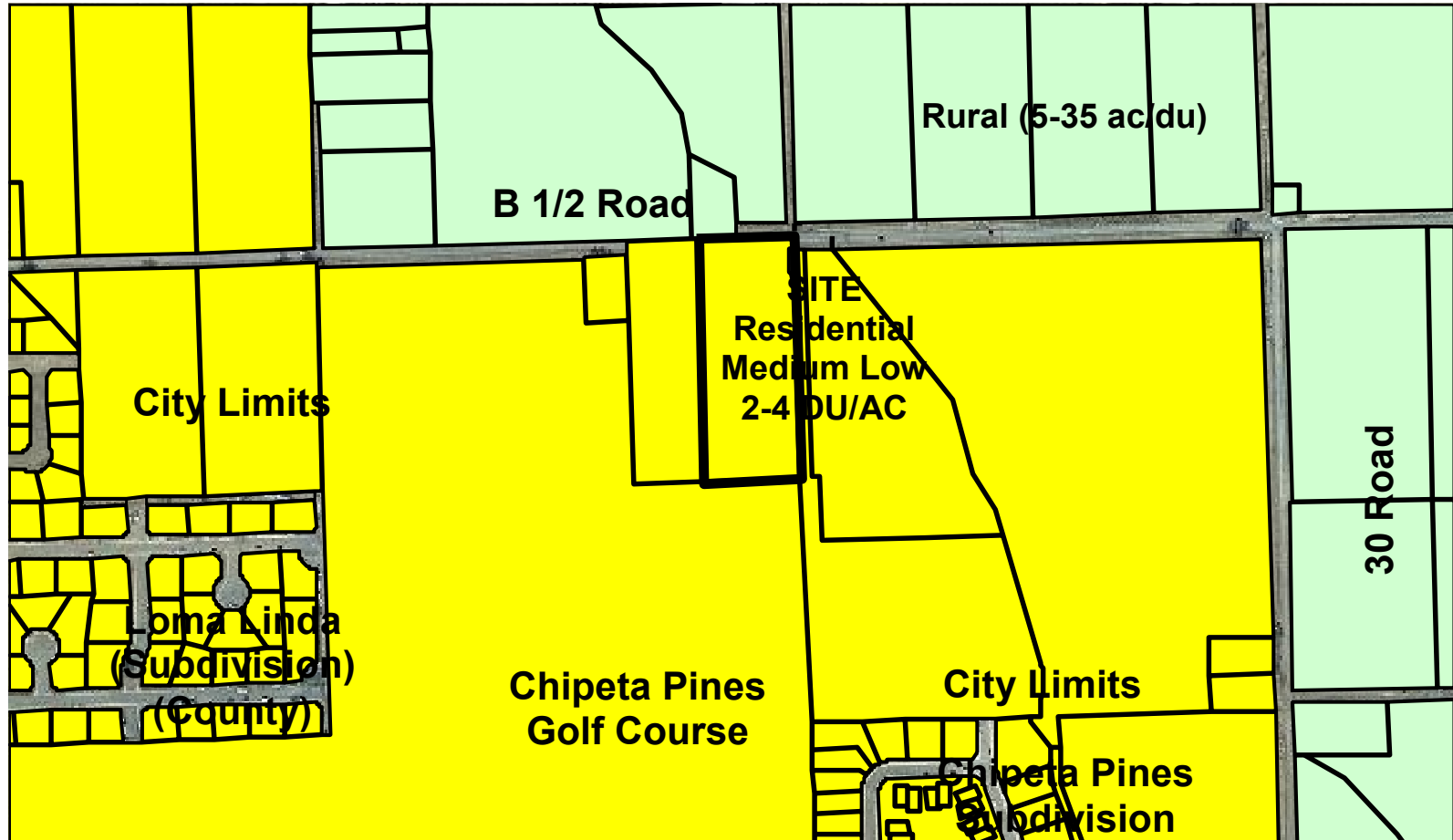


The following annexation and zoning schedule is being proposed.

<i><b>ANNEXATION SCHEDULE</b></i>	
December 1, 2004	Referral of petition (30 Day Notice), introduction of a proposed ordinance, exercising land use
December 14, 2004	Planning Commission considers zone of annexation
December 15, 2004	Introduction of a proposed ordinance on zoning by City Council
January 5, 2005	Acceptance of petition and public hearing on annexation and zoning by City Council
February 6, 2005	Effective date of annexation and zoning

# Future Land Use Map

Figure 3



# Existing City and County Zoning

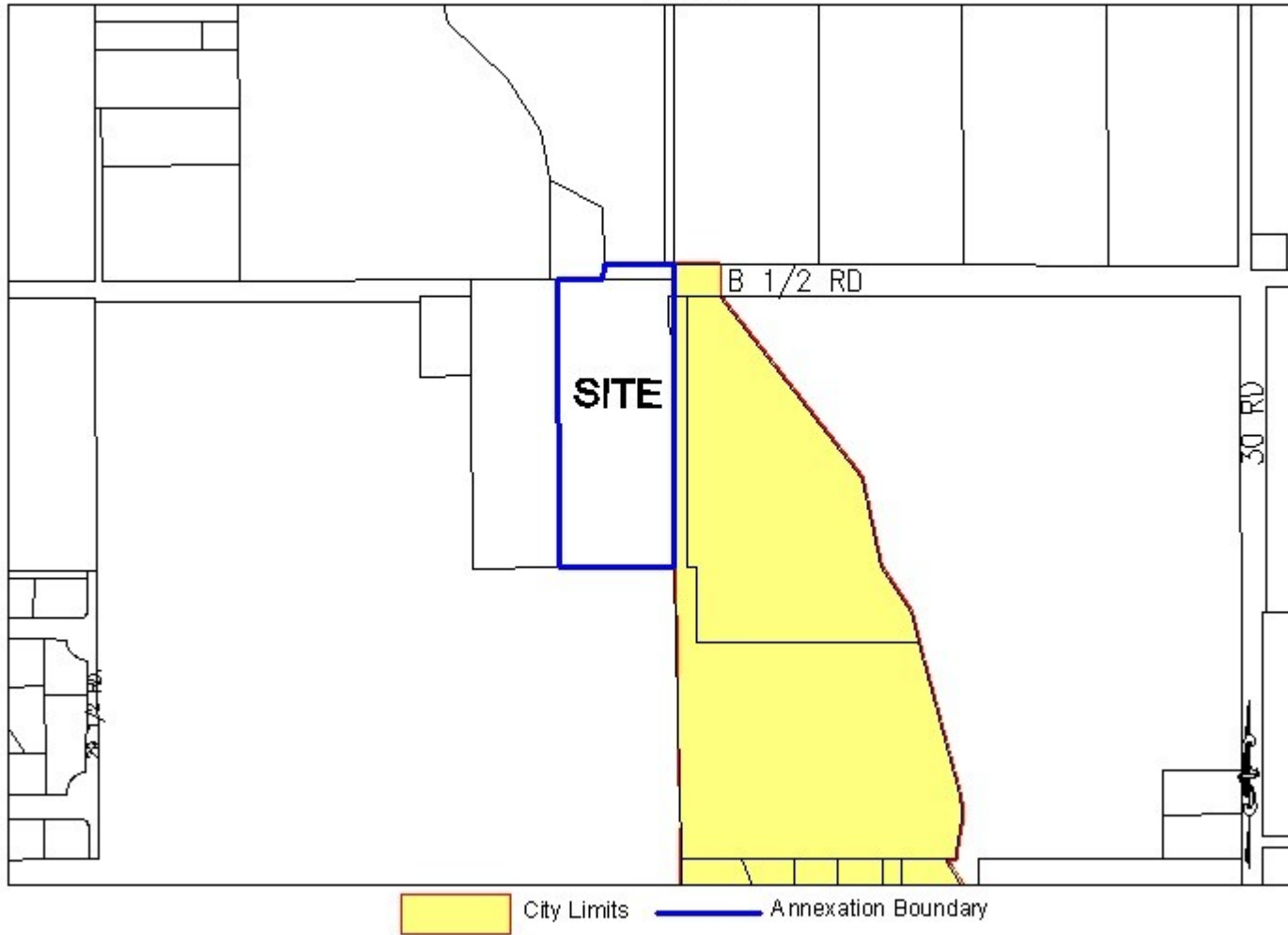
Figure 4



NOTE: Mesa County is currently in the process of updating their zoning map. Please contact Mesa County directly to determine parcels and the zoning thereof."

# Griffith Annexation

Figure 5



**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION  
ACCEPTING A PETITION FOR ANNEXATION, MAKING CERTAIN FINDINGS,  
DETERMINING THAT PROPERTY KNOWN AS THE**

**GRIFFITH ANNEXATION**

**LOCATED AT 2969 B 1/2 ROAD AND INCLUDING A PORTION  
OF B 1/2 ROAD RIGHT-OF-WAY  
IS ELIGIBLE FOR ANNEXATION**

WHEREAS, on the 1<sup>ST</sup> day of December, 2004, a petition was referred 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:

**GRIFFITH ANNEXATION**

A certain parcel of land lying in the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) and the Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4) of Section 29, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Northeast corner of the NW 1/4 SE 1/4 of said Section 29 and assuming the East line of the NW 1/4 SE 1/4 of said Section 29 bears S 00°06'50" E with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 00°06'50" E along the East line of the NW 1/4 SE 1/4 of said Section 29, a distance of 658.34 feet; thence S 89°52'02" W along the North line of Chipeta Golf Course, as same is recorded in Plat Book 15, Pages 197 and 198, Public Records of Mesa County, Colorado, a distance of 264.00 feet; thence N 00°06'50" W a distance of 658.32 feet, more or less, to a point on the North line of the NW 1/4 SE 1/4 of said Section 29; thence N 89°51'47" E along the North line of the NW 1/4 SE 1/4 of said Section 29, a distance of 99.00 feet; thence N 00°08'13" W a distance of 40.00 feet; thence N 89°51'47" E along the South line of Pine Glen Subdivision, as same is recorded in Plat Book 14, Page 359, Public Records of Mesa County, Colorado, a distance of 165.02 feet, more or less, to a point on the East line of the SW 1/4 NE 1/4 of said Section 29; thence S 00°06'06" E along the East line of the SW 1/4 NE 1/4 of said Section 29, a distance of 40.00 feet, more or less, 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:

3. That a hearing will be held on the 5<sup>th</sup> day of January, 2005, in the City Hall auditorium, located at 250 North 5<sup>th</sup> Street, City of Grand Junction, Colorado, at 7:30 PM to determine whether one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; whether a community of interest exists between the territory and the city; whether the territory proposed to be annexed is urban or will be urbanized in the near future; whether the territory is integrated or is capable of being integrated with said City; whether any land in single ownership has been divided by the proposed annexation without the consent of the landowner; whether any land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; whether any of the land is now subject to other annexation proceedings; and whether an election is required under the Municipal Annexation Act of 1965.
  
4. Pursuant to the State's Annexation Act, the City Council determines that the City may now, and hereby does, exercise jurisdiction over land use issues in the said territory. Requests for building permits, subdivision approvals and zoning approvals shall, as of this date, be submitted to the Community Development Department of the City.

ADOPTED this 5<sup>th</sup> day of January, 2005.

Attest:

---

President of the Council

---

City Clerk

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ANNEXING TERRITORY TO THE  
CITY OF GRAND JUNCTION, COLORADO**

**GRIFFITH ANNEXATION**

**APPROXIMATELY 4.141 ACRES**

**LOCATED AT 2969 B 1/2 ROAD AND INCLUDING A PORTION  
OF B 1/2 ROAD RIGHT-OF-WAY**

**WHEREAS**, on the 1<sup>st</sup> day of December, 2004, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

**WHEREAS**, a hearing on the petition was duly held after proper notice on the 5th day of January, 2005; and

**WHEREAS**, the City Council determined that said territory was eligible for annexation and that no election was necessary to determine whether such territory should be annexed;

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

That the property situate in Mesa County, Colorado, and described to wit:

Includes the following tax parcel: 2943-294-00-038

A certain parcel of land lying in the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) and the Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4) of Section 29, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Northeast corner of the NW 1/4 SE 1/4 of said Section 29 and assuming the East line of the NW 1/4 SE 1/4 of said Section 29 bears S 00°06'50" E with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 00°06'50" E along the East line of the NW 1/4 SE 1/4 of said Section 29, a distance of 658.34 feet; thence S 89°52'02" W along the North line of Chipeta Golf Course, as same is recorded in Plat Book 15, Pages 197 and 198, Public Records of Mesa County, Colorado, a distance of 264.00 feet; thence N 00°06'50" W a distance of 658.32 feet, more or less, to a

point on the North line of the NW 1/4 SE 1/4 of said Section 29; thence N 89°51'47" E along the North line of the NW 1/4 SE 1/4 of said Section 29, a distance of 99.00 feet; thence N 00°08'13" W a distance of 40.00 feet; thence N 89°51'47" E along the South line of Pine Glen Subdivision, as same is recorded in Plat Book 14, Page 359, Public Records of Mesa County, Colorado, a distance of 165.02 feet, more or less, to a point on the East line of the SW 1/4 NE 1/4 of said Section 29; thence S 00°06'06" E along the East line of the SW 1/4 NE 1/4 of said Section 29, a distance of 40.00 feet, more or less, to the Point of Beginning.

Be and is hereby annexed to the City of Grand Junction, Colorado.

**INTRODUCED** on first reading on the 1<sup>st</sup> day of December, 2004 and ordered published.

**ADOPTED** on second reading this 5th day of January, 2005.

Attest:

---

President of the Council

---

City Clerk



**Attach 22**

Public Hearing Zoning the Griffith Annex Located 2969 B 1/2 Rd

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
<b>Subject</b>	Zoning the Griffith Annexation located at 2969 B 1/2 Road					
<b>Meeting Date</b>	January 5, 2005					
<b>Date Prepared</b>	December 20, 2004				<b>File #ANX-2004-254</b>	
<b>Author</b>	Ronnie Edwards		<b>Associate Planner</b>			
<b>Presenter Name</b>	Ronnie Edwards		<b>Associate Planner</b>			
<b>Report results back to Council</b>	X	No		Yes	When	
<b>Citizen Presentation</b>		Yes	X	No	Name	
	<b>Workshop</b>	X	<b>Formal Agenda</b>			<b>Consent</b> X <b>Individual Consideration</b>

**Summary:** The Griffith Annexation is comprised of one parcel of land of 4.141 acres and includes a section of B 1/2 Road right-of-way. The petitioner is requesting a zone of Residential Single Family with a density not to exceed four units per acre (RSF-4), which conforms to the Growth Plan Future Land Use Map. Planning Commission recommended approval at its December 14, 2004 meeting.

**Budget:** N/A

**Action Requested/Recommendation:** Approve the ordinance zoning the Griffith Annexation.

**Attachments:**

1. Growth Plan Map
2. Aerial/Zoning Map
3. Annexation Map
4. Zoning Ordinance

<b>BACKGROUND INFORMATION</b>			
<b>Location:</b>		<b>2969 B 1/2 Road</b>	
<b>Applicants:</b>		<b>Dean and Verona Griffith</b>	
<b>Existing Land Use:</b>		<b>Single Family Residence</b>	
<b>Proposed Land Use:</b>		<b>Residential Single Family Subdivision</b>	
<b>Surrounding Land Use:</b>	<b>North</b>	<b>Residential Single Family</b>	
	<b>South</b>	<b>Chipeta Golf Course</b>	
	<b>East</b>	<b>Residential Single Family</b>	
	<b>West</b>	<b>Residential Single Family</b>	
<b>Existing Zoning:</b>		<b>County RSF-R</b>	
<b>Proposed Zoning:</b>		<b>City RSF-4</b>	
<b>Surrounding Zoning:</b>	<b>North</b>	<b>County RSF-R</b>	
	<b>South</b>	<b>County PUD</b>	
	<b>East</b>	<b>City RSF-4</b>	
	<b>West</b>	<b>County RSF-R</b>	
<b>Growth Plan Designation:</b>		<b>Residential Medium Low (2-4 du/ac)</b>	
<b>Zoning within density range?</b>		<b>X</b>	<b>Yes</b>
			<b>No</b>

**Staff Analysis:**

**ZONE OF ANNEXATION:**

Under the 1998 Persigo Agreement with Mesa County, the City shall zone newly annexed areas with a zone that is either identical to current County zoning or conforms to the City's Growth Plan Future Land Use Map. The proposed zoning of RSF-4 conforms to the Future Land Use Map.

**RSF-4 ZONE DISTRICT**

- The RSF-4 does conform to the recommended future land use on the Growth Plan Future Land Use Map, which is currently designated as Residential Medium Low (2-4 du/ac).
- Zoning this annexation with the RSF-4 zone district meets the criteria found in Sections 2.14.F and 2.6 of the Grand Junction Zoning and Development Code.
- The zoning of RSF-4 is equivalent to the adjacent property to the east, which is Chipeta Glenn Filing #1 and bordered on the south and west by Chipeta Golf Course.

## ZONING AND DEVELOPMENT CODE CRITERIA:

**Section 2.14.F:** “Land annexed to the City shall be zoned in accordance with Section 2.6 to a district that is consistent with the adopted Growth Plan or consistent with the existing County zoning.”

**Section 2.6.A. Approval Criteria.** In order to maintain internal consistency between this Code and the Zoning Maps, map amendments and rezones must demonstrate conformance with all of the following criteria:

- a. The existing zoning was in error at the time of adoption

This change of zoning is the result of an annexation. Therefore, this criteria does not apply.

- b. There has been a change of character in the neighborhood due to installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.

This change of zoning is the result of an annexation. Therefore, this criteria does not apply.

- c. The proposed rezone is compatible with the neighborhood and will not create adverse impacts such as: capacity or safety of the street network, parking problems, storm water or drainage problems, water, air or noise pollution, excessive nighttime lighting, or other nuisances

The proposed rezone to RSF-4 is within the allowable density range recommended by the Growth Plan. This criterion must be considered in conjunction with criteria e, which requires that public facilities and services are available when the impacts of any proposed development are realized. Staff has determined that public infrastructure can address the impacts of any development consistent with the RSF-4 zone district, therefore this criterion is met.

- d. The proposal conforms with and furthers the goals and policies of the Growth Plan, other adopted plans, and the policies, the requirements of this Code, and other City regulations and guidelines

The proposed RSF-4 zone conforms with the Growth Plan and the Orchard Mesa Neighborhood Plan.

- e. Adequate public facilities and services are available or will be made available concurrent with the projected impacts of the proposed development

Adequate public facilities are currently available and can address the impacts of development consistent with the RMF-8 zone district.

- f. There is not an adequate supply of land available in the neighborhood and surrounding area to accommodate the zoning and community needs

This change of zoning is the result of annexation. Therefore, this criteria does not apply.

- g. The community or neighborhood will benefit from the proposed zone.

This change of zoning is the result of annexation. Therefore, this criteria does not apply.

<b><u>GRIFFITH ANNEXATION SUMMARY</u></b>		
<b>File Number:</b>		<b>ANX-2004-254</b>
<b>Location:</b>		<b>2969 B 1/2 Road</b>
<b>Tax ID Number:</b>		<b>2943-294-00-038</b>
<b>Parcels:</b>		<b>1</b>
<b>Estimated Population:</b>		<b>2</b>
<b># of Parcels (owner occupied):</b>		<b>0</b>
<b># of Dwelling Units:</b>		<b>1</b>
<b>Acres land annexed:</b>		<b>4.141 acres for annexation area</b>
<b>Developable Acres Remaining:</b>		<b>3.98 acres</b>
<b>Right-of-way in Annexation:</b>		<b>264.02' strip of B 1/2 Road (See Map)</b>
<b>Previous County Zoning:</b>		<b>RSF-R</b>
<b>Proposed City Zoning:</b>		<b>RSF-4</b>
<b>Current Land Use:</b>		<b>Residential Single Family</b>
<b>Future Land Use:</b>		<b>Residential Single Family</b>
<b>Values:</b>	<b>Assessed:</b>	<b>= \$ 1,050</b>
	<b>Actual:</b>	<b>= \$ 3,620</b>
<b>Address Ranges:</b>		<b>230 to 248 Papago Street (odd and even)</b>
<b>Special Districts:</b>	<b>Water:</b>	<b>Ute Water District</b>
	<b>Sewer:</b>	<b>Orchard Mesa Sanitation District</b>
	<b>Fire:</b>	<b>Grand Junction Rural Fire District</b>

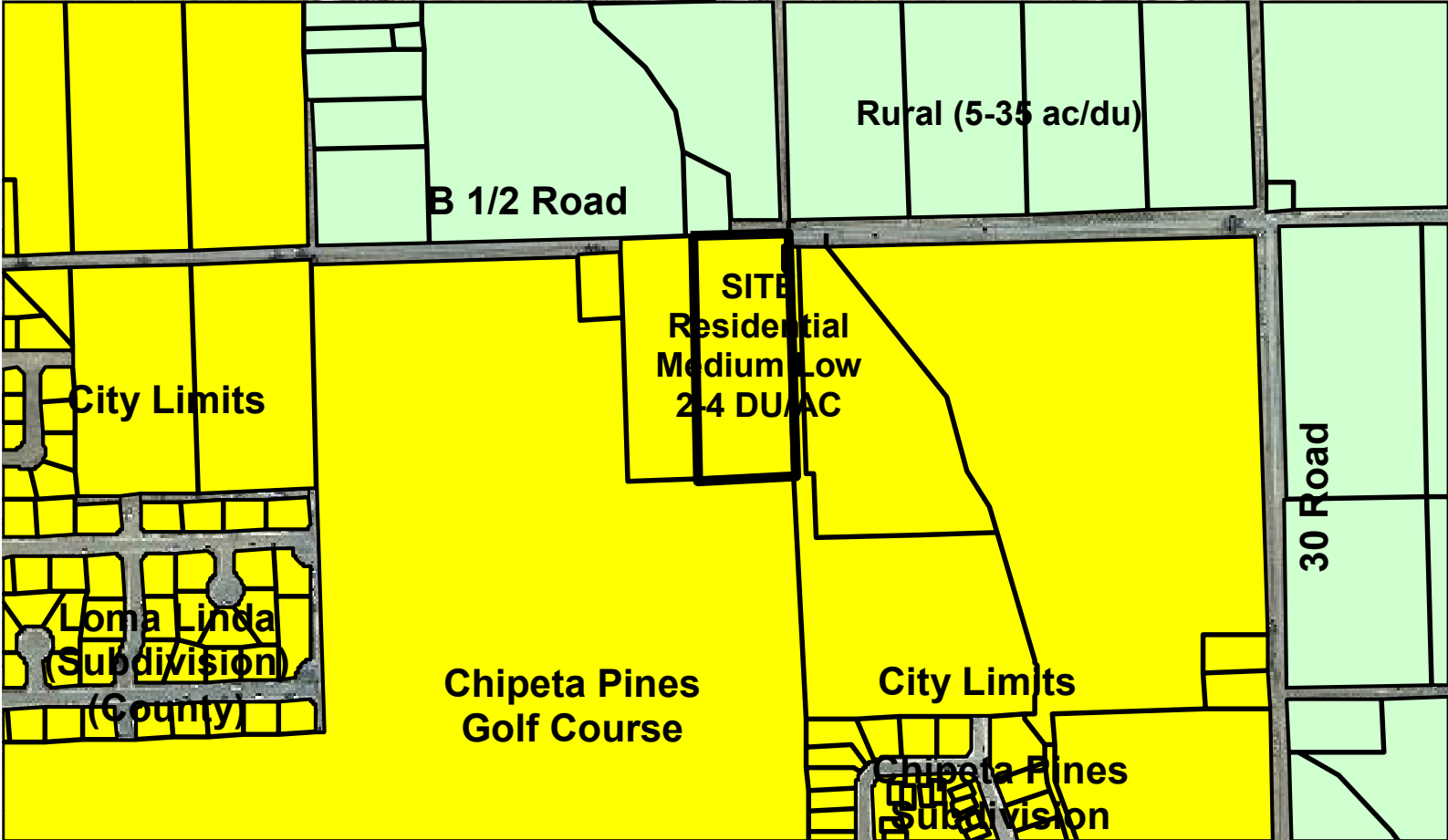
	<b>Drainage/Irrigation:</b>	<b>Orchard Mesa Irrigation &amp; Drainage</b>
	<b>School:</b>	<b>District 51</b>
	<b>Pest:</b>	<b>N/A</b>

The following annexation and zoning schedule is being proposed.

<b><i>ANNEXATION SCHEDULE</i></b>	
<b>December 1, 2004</b>	Referral of petition (30 Day Notice), first reading, exercising land use
<b>December 14, 2004</b>	Planning Commission considers zone of annexation
<b>December 15, 2004</b>	First reading on zoning by City Council
<b>January 5, 2005</b>	Acceptance of petition and public hearing on annexation and zoning by City Council
<b>February 6, 2005</b>	Effective date of annexation and zoning

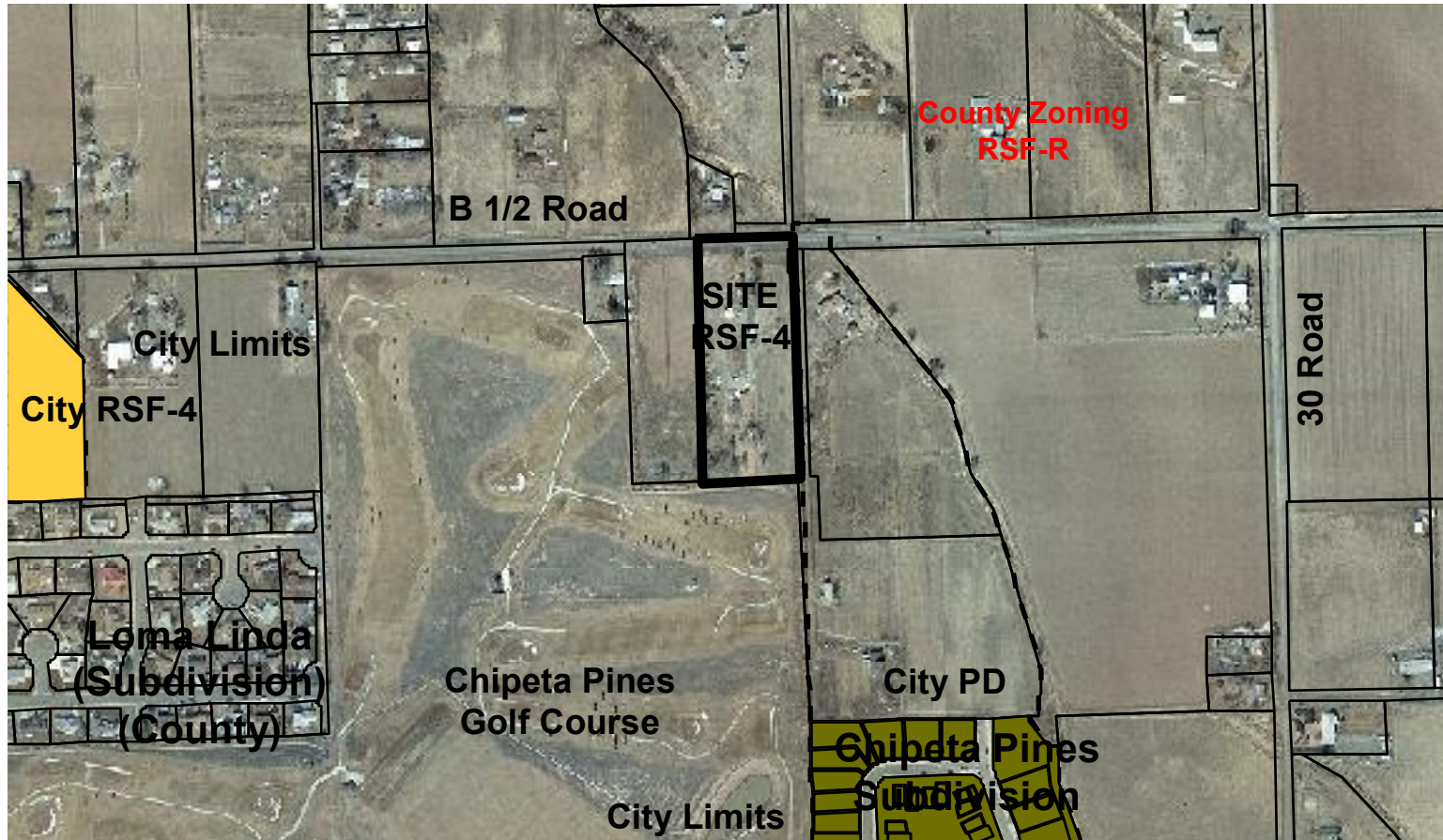
# Future Land Use Map

Figure 3



# Existing City and County Zoning

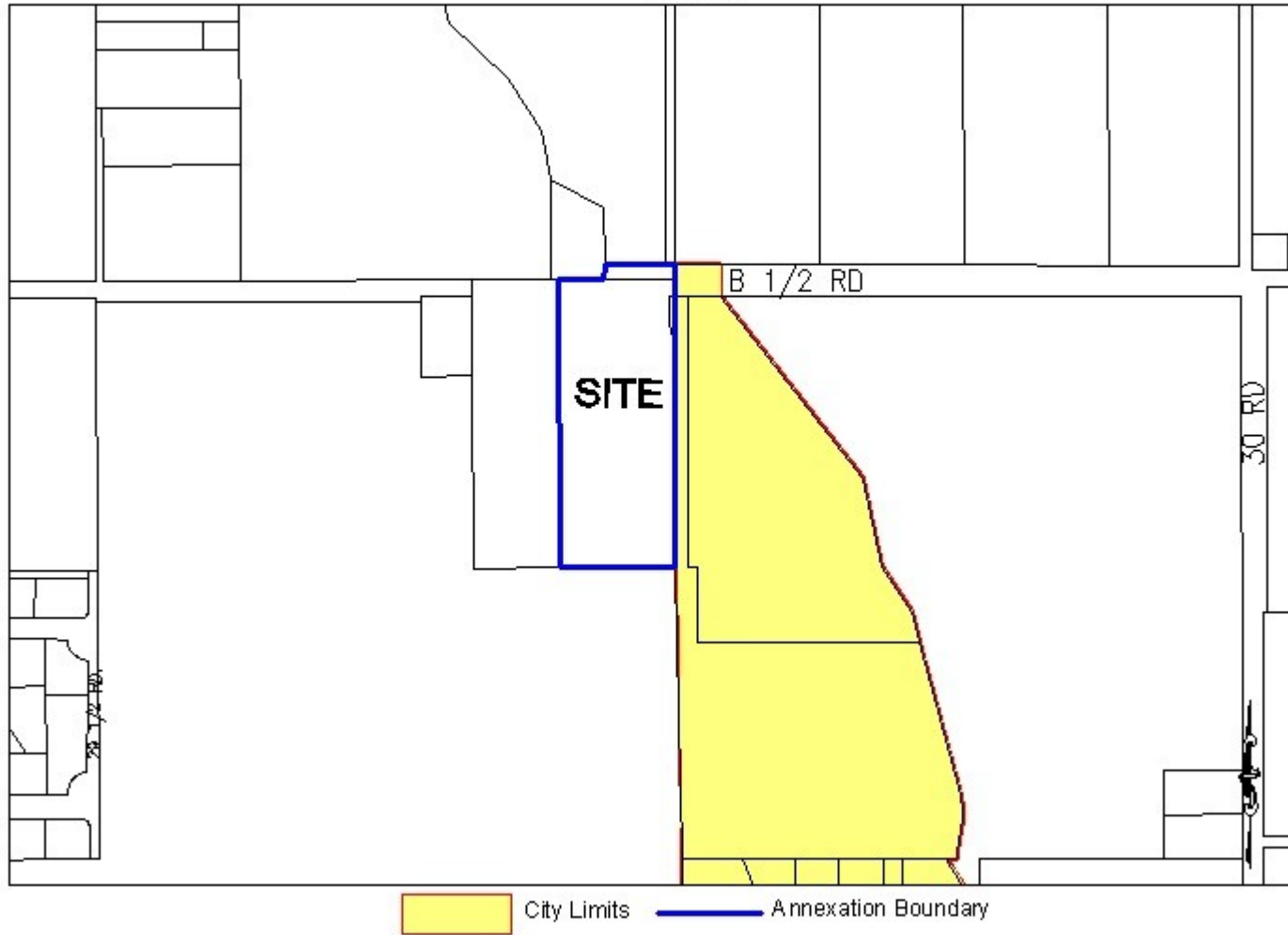
Figure 4



NOTE: Mesa County is currently in the process of updating their zoning map. Please contact Mesa County directly to determine parcels and the zoning thereof."

# Griffith Annexation

Figure 5





**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ZONING THE GRIFFITH ANNEXATION TO  
RESIDENTIAL SINGLE FAMILY WITH A DENSITY  
NOT TO EXCEED FOUR UNITS PER ACRE (RSF-4)**

**LOCATED AT 2969 B 1/2 ROAD**

Recitals.

**After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of applying an RSF-4 zone district to this annexation.**

After public notice and public hearing before the Grand Junction City Council, City Council finds that RSF-4 zone district be established for the following reasons:

- This zone district meets the criteria of Section 2.14.F of the Zoning and Development Code by being identical to or nearly identical to the former Mesa County zoning for each parcel and conforms to the adopted Growth Plan Future Land Use Map.
- This zone district meets the criteria found in Section 2.6 of the Zoning and Development Code.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT:**

**The following property shall be zoned Residential Single Family with a density not to exceed four units per acre (RSF-4) zone district**

Includes the following tax parcel: 2943-294-00-038

A certain parcel of land lying in the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) and the Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4) of Section 29, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Northeast corner of the NW 1/4 SE 1/4 of said Section 29 and assuming the East line of the NW 1/4 SE 1/4 of said Section 29 bears S 00°06'50" E with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 00°06'50" E along the East line of the NW 1/4 SE 1/4 of said Section 29, a distance of 658.34 feet; thence S 89°52'02" W along the North line of Chipeta Golf Course, as same is recorded in Plat Book

15, Pages 197 and 198, Public Records of Mesa County, Colorado, a distance of 264.00 feet; thence N 00°06'50" W a distance of 658.32 feet, more or less, to a point on the North line of the NW 1/4 SE 1/4 of said Section 29; thence N 89°51'47" E along the North line of the NW 1/4 SE 1/4 of said Section 29, a distance of 99.00 feet; thence N 00°08'13" W a distance of 40.00 feet; thence N 89°51'47" E along the South line of Pine Glen Subdivision, as same is recorded in Plat Book 14, Page 359, Public Records of Mesa County, Colorado, a distance of 165.02 feet, more or less, to a point on the East line of the SW 1/4 NE 1/4 of said Section 29; thence S 00°06'06" E along the East line of the SW 1/4 NE 1/4 of said Section 29, a distance of 40.00 feet, more or less, to the Point of Beginning.

CONTAINING 4.141 Acres (180,400 Sq. Ft.), more or less, as described.

Introduced on first reading on the 15<sup>th</sup> day of December, 2004

PASSED and ADOPTED on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Attest:

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

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

**Attach 23**

Public Hearing – Summit View Meadows Filing #2 Annex Located at 3140 D ½ Rd

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
<b>Subject</b>	Summit View Meadows Filing #2 Annexation located at 3140 D 1/2 Road					
<b>Meeting Date</b>	January 5, 2004					
<b>Date Prepared</b>	December 16, 2004			File #ANX-2004-256		
<b>Author</b>	Ronnie Edwards		Associate Planner			
<b>Presenter Name</b>	Ronnie Edwards		Associate Planner			
<b>Report results back to Council</b>	X	No		Yes	When	
<b>Citizen Presentation</b>		Yes		No	Name	
	Workshop	X	Formal Agenda		Consent	X Individual Consideration

**Summary:** Hold a public hearing and consider final passage of a Resolution for Acceptance of the Petition to Annex and Annexation Ordinances for the Summit View Meadows Filing #2 Annexation located at 3140 D 1/2 Road.

The petitioner is seeking annexation in conjunction with a proposed preliminary plan for a residential subdivision, pursuant to the 1998 Persigo Agreement with Mesa County.

**Budget:** N/A

**Action Requested/Recommendation:** Approve the resolution for the acceptance of petition to annex and second reading of the annexation ordinance.

**Attachments:**

13. Future Land Use Map
14. Aerial with Existing Zoning
15. Annexation map
16. Resolution of Acceptance of Petition
17. Annexation Ordinance

**Background Information:** See attached Staff Report

STAFF REPORT / BACKGROUND INFORMATION			
<b>Location:</b>		<b>3140 D 1/2 Road</b>	
<b>Applicants:</b>		Mansel Zeck	
<b>Existing Land Use:</b>		<b>Residential/Agricultural</b>	
<b>Proposed Land Use:</b>		<b>Residential Single Family Subdivision</b>	
<b>Surrounding Land Use:</b>	<b>North</b>	<b>Residential Single Family</b>	
	<b>South</b>	Residential Single Family	
	<b>East</b>	Residential Single Family	
	<b>West</b>	Residential Single Family	
<b>Existing Zoning:</b>		County RSF-R	
<b>Proposed Zoning:</b>		City RMF-8	
<b>Surrounding Zoning:</b>	<b>North</b>	<b>County PUD</b>	
	<b>South</b>	County PUD/RSF-R	
	<b>East</b>	City RMF-8	
	<b>West</b>	<b>City RMF-5</b>	
<b>Growth Plan Designation:</b>		Residential Medium (4-8 du/ac)	
<b>Zoning within density range?</b>		<input type="checkbox"/>	<input checked="" type="checkbox"/> <b>Yes</b>
		<input type="checkbox"/>	<input type="checkbox"/> <b>No</b>

**Staff Analysis:**

**ANNEXATION:**

It is staff's professional opinion, based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the Washington Annexation is eligible to be annexed because of compliance with the following:

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;
- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;
- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;
- d) The area is or will be urbanized in the near future;
- e) The area is capable of being integrated with the City;
- f) No land held in identical ownership is being divided by the proposed annexation;
- g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is

included without the owners consent.

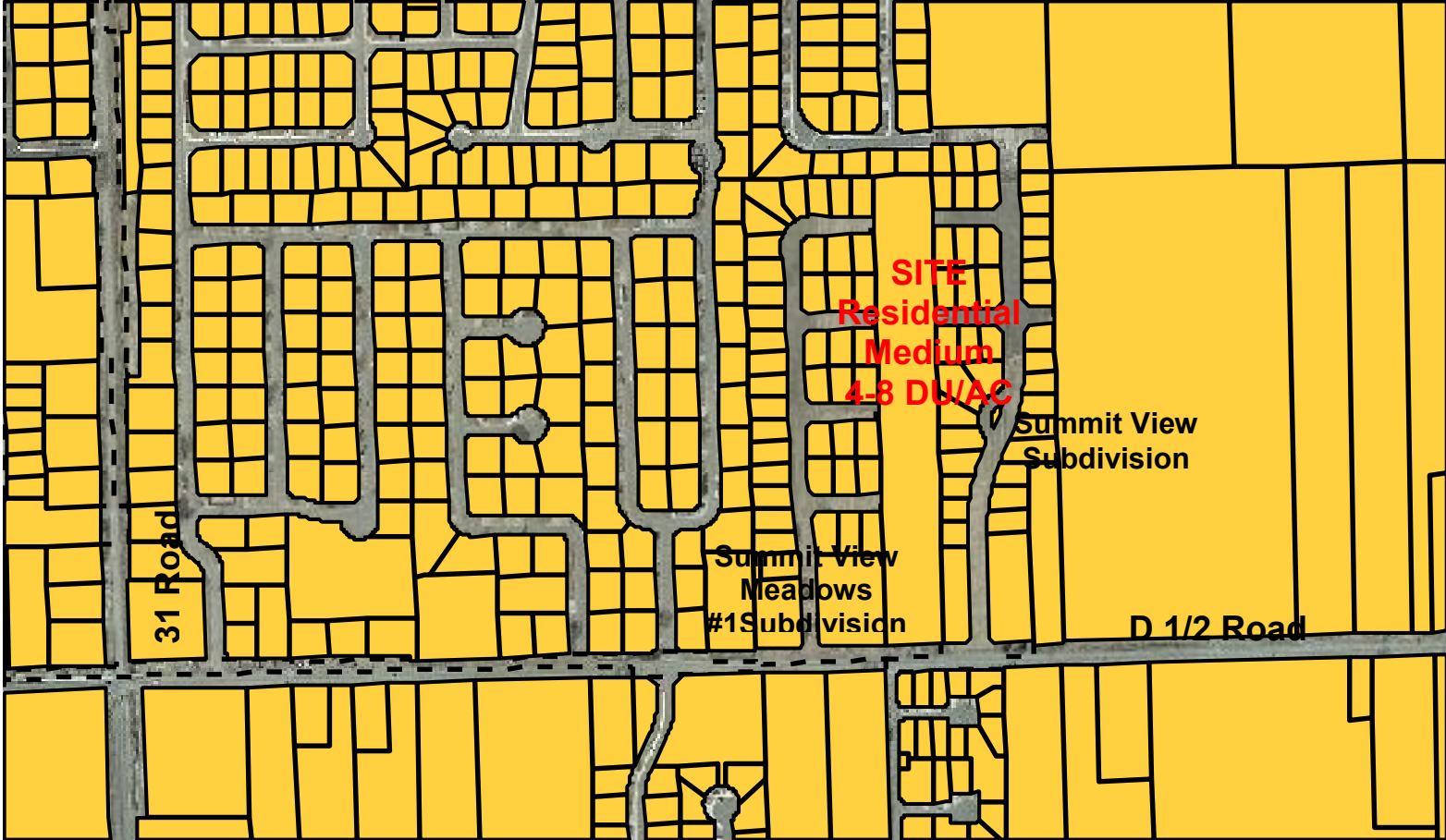
SUMMIT VIEW MEADOWS FILING #2 ANNEXATION SUMMARY		
<b>File Number:</b>	ANX-2004-256	
<b>Location:</b>	3140 D 1/2 Road	
<b>Tax ID Number:</b>	2943-152-00-026	
<b>Parcels:</b>	One	
<b>Estimated Population:</b>	2	
<b># of Parcels (owner occupied):</b>	0	
<b># of Dwelling Units:</b>	1	
<b>Acres land annexed:</b>	4.9409 acres for annexation area	
<b>Developable Acres Remaining:</b>	4.9409 acres	
<b>Right-of-way in Annexation:</b>	A portion of D 1/2 Road (See Map)	
<b>Previous County Zoning:</b>	RSF-R	
<b>Proposed City Zoning:</b>	RMF-8	
<b>Current Land Use:</b>	<b>Residential Single Family</b>	
<b>Future Land Use:</b>	Residential Single Family	
<b>Values:</b>	<b>Assessed:</b>	\$ 11,970
	<b>Actual:</b>	\$ 145,400
<b>Address Ranges:</b>	3136 to 3141 Ute Canyon Lane, Cross Canyon Lane, Summit Meadows Court and 450 to 467 Open Meadows Court (odd and even)	
<b>Special Districts:</b>	<b>Water:</b>	Ute Water/Clifton Water Districts
	<b>Sewer:</b>	Central Grand Valley Sanitation
	<b>Fire:</b>	Clifton Fire District
	<b>Irrigation/ Drainage:</b>	Grand Junction Drainage & Grand Valley Irrigation
	<b>School:</b>	District 51
	<b>Pest:</b>	Upper Valley Pest

The following annexation and zoning schedule is being proposed.

<i>ANNEXATION SCHEDULE</i>	
December 1, 2004	Referral of petition (30 Day Notice), introduction of a proposed ordinance, exercising land use
December 14, 2004	Planning Commission considers zone of annexation
December 15, 2004	Introduction of a proposed ordinance on zoning by City Council
January 5, 2005	Acceptance of petition and public hearing on annexation and zoning by City Council
February 6, 2005	Effective date of annexation and zoning

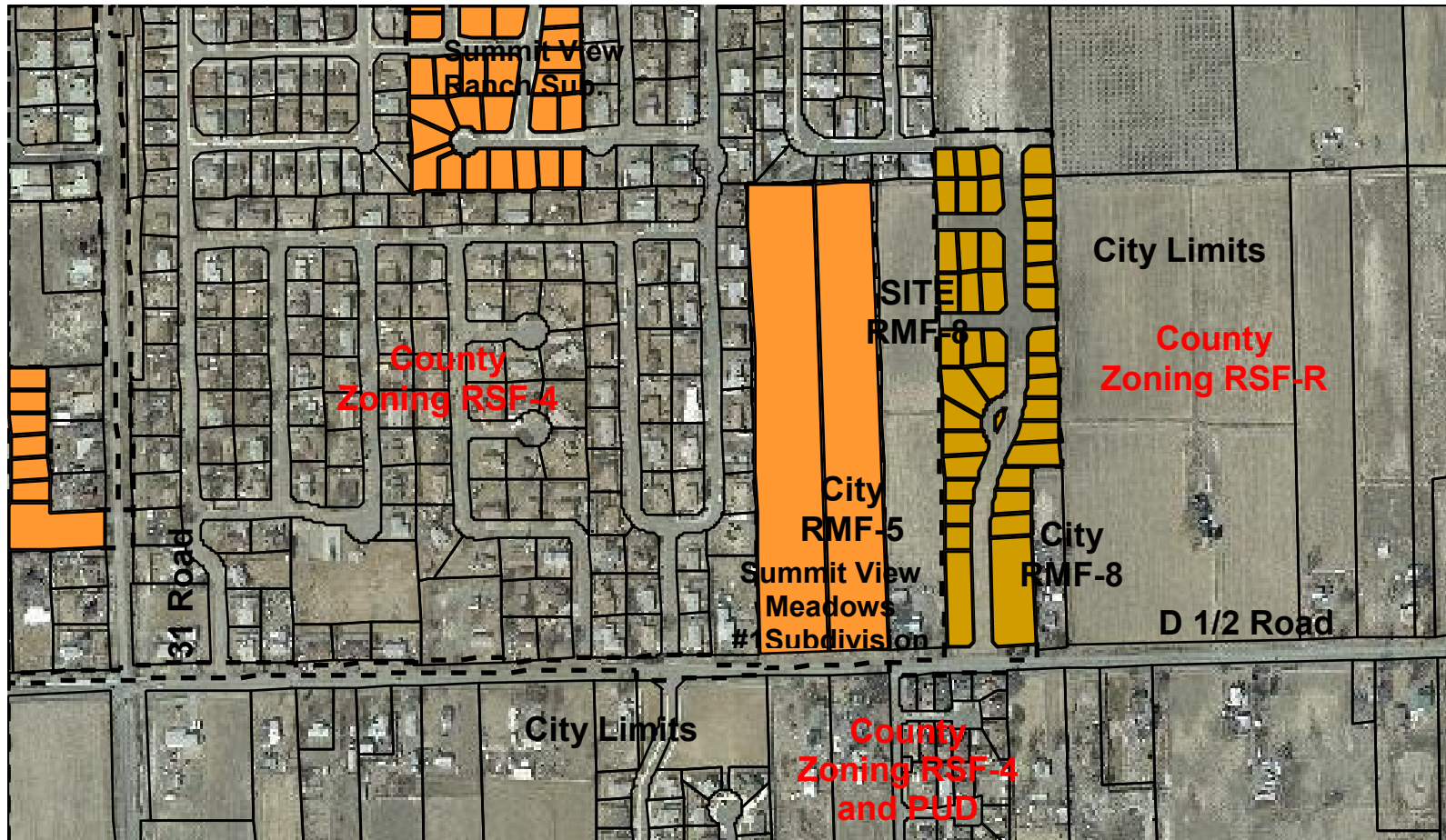
# Future Land Use Map

Figure 3



# Existing City and County Zoning

Figure 4

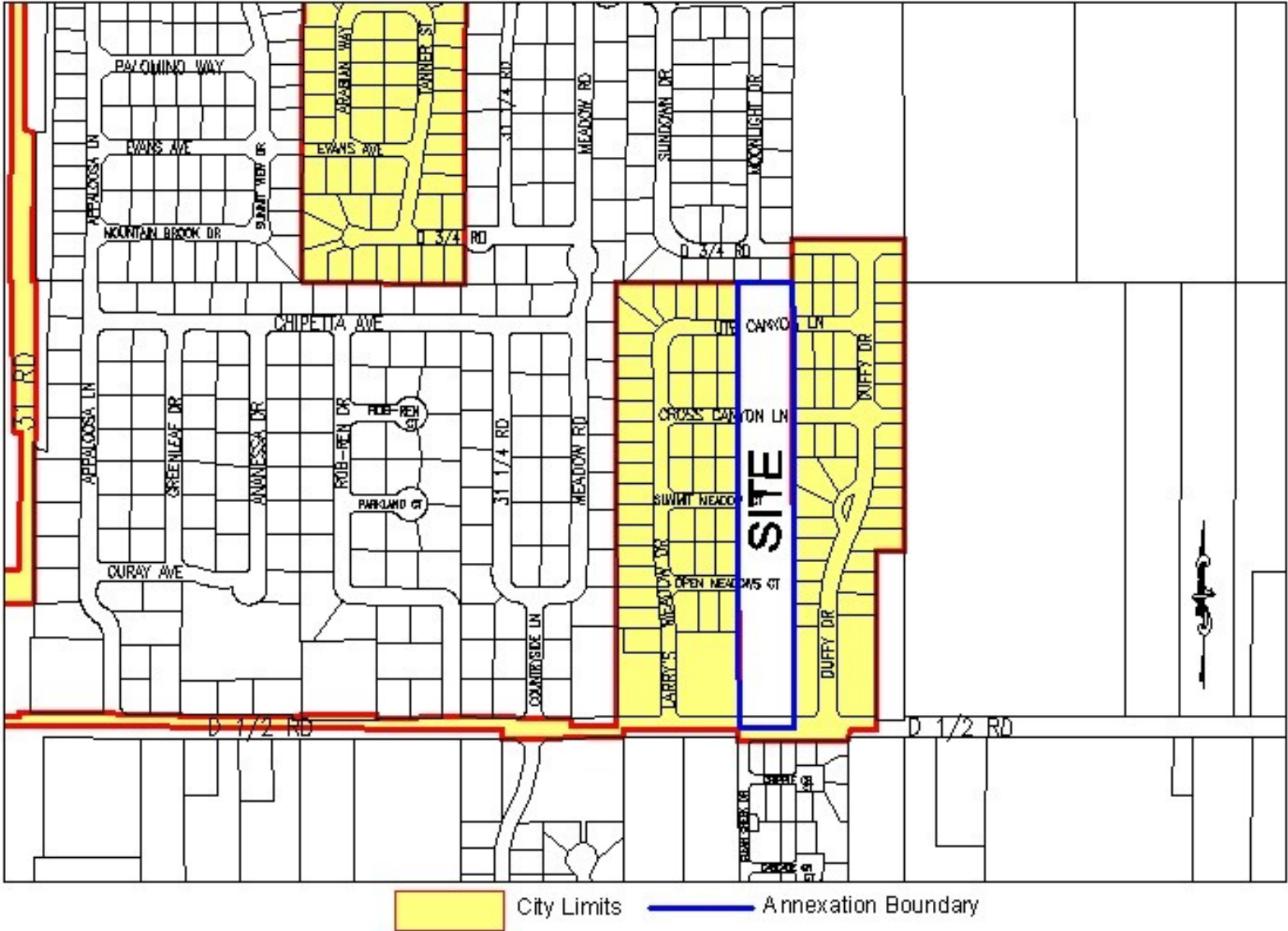


NOTE: Mesa County is currently in the process of updating their zoning map. Please contact Mesa County directly to determine parcels and the zoning thereof."



# Summit View Meadows Filing Two Annexation

Figure 5



**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION**

**SUMMIT VIEW MEADOWS FILING #2 ANNEXATION  
LOCATED AT 3140 D 1/2 ROAD AND INCLUDING A PORTION OF D 1/2  
ROAD  
IS ELIGIBLE FOR ANNEXATION**

WHEREAS, on the 1<sup>ST</sup> day of December, 2004, a petition was referred 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:

**SUMMIT VIEW MEADOWS FILING #2 ANNEXATION**

A certain parcel of land lying in the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of Section 15, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Southeast corner of the Northwest Quarter (NW 1/4) of said Section 15 and assuming the South line of the SE 1/4 NW 1/4 of said Section 15 bears N 89°57'40" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N 89°57'40" W along the South line of the SE 1/4 NW 1/4 of said Section 15, a distance of 327.50 feet to the intersection with the Southerly projection of the West line of Summit View Meadows, as same is recorded in Plat Book 19, Pages 323 and 324, Public Records of Mesa County, Colorado; thence N 00°01'52" W along said Southerly projection, a distance of 5.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, N 89°57'40" W along a line 5.00 feet North of and parallel with, the South line of the SE 1/4 NW 1/4 of said Section 15, a distance of 163.69 feet to the intersection with the Southerly projection of the East line of Summit Meadows West, as same is recorded in Plat Book 20, Pages 55 and 56, Public Records of Mesa County, Colorado; thence N 00°02'46" W along the West line of said Summit Meadows West, a distance of 1313.54 feet to the North line of the SE 1/4 NW 1/4 of said Section 15; thence S 89°55'16" E along the North line of the SE 1/4 NW 1/4 of said Section 15, a distance of 164.03 feet to the West line of said Summit View Meadows; thence S 00°01'52" E along the West line of said Summit View Meadows, a distance of 1313.42 feet, more or less, to the Point of Beginning.

CONTAINING 4.9409 Acres (215,24.40 Sq. Ft.), more or less, as described.

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:

5. That a hearing will be held on the 5<sup>th</sup> day of January, 2005, in the City Hall auditorium, located at 250 North 5<sup>th</sup> Street, City of Grand Junction, Colorado, at 7:30 PM to determine whether one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; whether a community of interest exists between the territory and the city; whether the territory proposed to be annexed is urban or will be urbanized in the near future; whether the territory is integrated or is capable of being integrated with said City; whether any land in single ownership has been divided by the proposed annexation without the consent of the landowner; whether any land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; whether any of the land is now subject to other annexation proceedings; and whether an election is required under the Municipal Annexation Act of 1965.
  
6. Pursuant to the State's Annexation Act, the City Council determines that the City may now, and hereby does, exercise jurisdiction over land use issues in the said territory. Requests for building permits, subdivision approvals and zoning approvals shall, as of this date, be submitted to the Community Development Department of the City.

ADOPTED this 5<sup>th</sup> day of January, 2005.

Attest:

---

President of the Council

---

City Clerk

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**CITY OF GRAND JUNCTION, COLORADO**

**SUMMIT VIEW MEADOWS FILING #2 ANNEXATION**

**APPROXIMATELY 4.9409 ACRES**

**LOCATED AT 3140 D 1/2 ROAD AND INCLUDING A PORTION OF D 1/2 ROAD**

**WHEREAS**, on the 1<sup>st</sup> day of December, 2004, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

**WHEREAS**, a hearing on the petition was duly held after proper notice on the 5th day of January, 2005; and

**WHEREAS**, the City Council determined that said territory was eligible for annexation and that no election was necessary to determine whether such territory should be annexed;

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

That the property situate in Mesa County, Colorado, and described to wit:

Includes the following tax parcel: 2943-152-00-026

A certain parcel of land lying in the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of Section 15, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Southeast corner of the Northwest Quarter (NW 1/4) of said Section 15 and assuming the South line of the SE 1/4 NW 1/4 of said Section 15 bears N 89°57'40" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N 89°57'40" W along the South line of the SE 1/4 NW 1/4 of said Section 15, a distance of 327.50 feet to the intersection with the Southerly projection of the West line of Summit View Meadows, as same is recorded in Plat Book 19, Pages 323

and 324, Public Records of Mesa County, Colorado; thence N 00°01'52" W along said Southerly projection, a distance of 5.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, N 89°57'40" W along a line 5.00 feet North of and parallel with, the South line of the SE 1/4 NW 1/4 of said Section 15, a distance of 163.69 feet to the intersection with the Southerly projection of the East line of Summit Meadows West, as same is recorded in Plat Book 20, Pages 55 and 56, Public Records of Mesa County, Colorado; thence N 00°02'46" W along the West line of said Summit Meadows West, a distance of 1313.54 feet to the North line of the SE 1/4 NW 1/4 of said Section 15; thence S 89°55'16" E along the North line of the SE 1/4 NW 1/4 of said Section 15, a distance of 164.03 feet to the West line of said Summit View Meadows; thence S 00°01'52" E along the West line of said Summit View Meadows, a distance of 1313.42 feet, more or less, to the Point of Beginning.

CONTAINING 4.9409 Acres (215,24.40 Sq. Ft.), more or less, as described.

Be and is hereby annexed to the City of Grand Junction, Colorado.

**INTRODUCED** on first reading on the 1<sup>st</sup> day of December, 2004 and ordered published.

**ADOPTED** on second reading this 5th day of January, 2005.

Attest:

---

President of the Council

---

City Clerk

**Attach 24**

Public Hearing Zoning Summit View Meadows Filing #2 Located at 3140 D 1/2 Road

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA								
<b>Subject</b>	Zoning the Summit View Meadows Filing #2 Annexation located at 3140 D 1/2 Road							
<b>Meeting Date</b>	January 5, 2005							
<b>Date Prepared</b>	December 20, 2004				<b>File #ANX-2004-256</b>			
<b>Author</b>	Ronnie Edwards			<b>Associate Planner</b>				
<b>Presenter Name</b>	Ronnie Edwards			<b>Associate Planner</b>				
<b>Report results back to Council</b>	X	No		Yes	When			
<b>Citizen Presentation</b>		Yes	X	No	Name			
	<b>Workshop</b>	X	<b>Formal Agenda</b>			<b>Consent</b>	X	<b>Individual Consideration</b>

**Summary:** The Summit View Meadows Filing #2 Annexation is comprised of one parcel of land of 4.9409 acres and includes a portion of D 1/2 Road right-of-way. The petitioner is requesting a zone of Residential Multi-Family with a density not to exceed eight units per acre (RMF-8), which conforms to the Growth Plan Future Land Use Map. Planning Commission recommended approval at its December 14, 2004 meeting.

**Budget:** N/A

**Action Requested/Recommendation:** Approve the ordinance zoning the Summit View Meadows Filing #2 Annexation.

**Attachments:**

- 5. Growth Plan Map
- 6. Aerial/Zoning Map
- 7. Annexation Map
- 8. Zoning Ordinance

<b>BACKGROUND INFORMATION</b>			
<b>Location:</b>		<b>3140 D 1/2 Road</b>	
<b>Applicants:</b>		<b>Mansel Zeck</b>	
<b>Existing Land Use:</b>		<b>Residential/Agricultural</b>	
<b>Proposed Land Use:</b>		<b>Residential Single Family Subdivision</b>	
<b>Surrounding Land Use:</b>	<b>North</b>	<b>Residential Single Family</b>	
	<b>South</b>	<b>Residential Single Family</b>	
	<b>East</b>	<b>Residential Single Family</b>	
	<b>West</b>	<b>Residential Single Family</b>	
<b>Existing Zoning:</b>		<b>County RSF-R</b>	
<b>Proposed Zoning:</b>		<b>City RMF-8</b>	
<b>Surrounding Zoning:</b>	<b>North</b>	<b>County PUD</b>	
	<b>South</b>	<b>County PUD/RSF-R</b>	
	<b>East</b>	<b>City RMF-8</b>	
	<b>West</b>	<b>City RMF-5</b>	
<b>Growth Plan Designation:</b>		<b>Residential Medium (4-8 du/ac)</b>	
<b>Zoning within density range?</b>		<b>X</b>	<b>Yes</b>
			<b>No</b>

**Staff Analysis:**

**ZONE OF ANNEXATION:**

Under the 1998 Persigo Agreement with Mesa County, the City shall zone newly annexed areas with a zone that is either identical to current County zoning or conforms to the City's Growth Plan Future Land Use Map. The proposed zoning of RMF-8 conforms to the Future Land Use Map.

**RMF-8 ZONE DISTRICT**

- The RMF-8 does conform to the recommended future land use on the Growth Plan Future Land Use Map, which is currently designated as Residential Medium (4-8 du/ac).
- Zoning this annexation with the RMF-8 zone district meets the criteria found in Sections 2.14.F and 2.6 of the Grand Junction Zoning and Development Code.
- The subject property is surrounded by existing residential single family zoning and uses, with platted subdivisions zoned RSF-4 in the County and RMF-5 and RMF-8 for those under City jurisdiction.

## ZONING AND DEVELOPMENT CODE CRITERIA:

**Section 2.14.F:** “Land annexed to the City shall be zoned in accordance with Section 2.6 to a district that is consistent with the adopted Growth Plan or consistent with the existing County zoning.”

**Section 2.6.A. Approval Criteria.** In order to maintain internal consistency between this Code and the Zoning Maps, map amendments and rezones must demonstrate conformance with all of the following criteria:

- h. The existing zoning was in error at the time of adoption

This change of zoning is the result of an annexation. Therefore, this criteria does not apply.

- i. There has been a change of character in the neighborhood due to installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.

This change of zoning is the result of an annexation. Therefore, this criteria does not apply.

- j. The proposed rezone is compatible with the neighborhood and will not create adverse impacts such as: capacity or safety of the street network, parking problems, storm water or drainage problems, water, air or noise pollution, excessive nighttime lighting, or other nuisances

The proposed rezone to RMF-8 is within the allowable density range recommended by the Growth Plan. This criterion must be considered in conjunction with criteria e, which requires that public facilities and services are available when the impacts of any proposed development are realized. Staff has determined that public infrastructure can address the impacts of any development consistent with the RMF-8 zone district, therefore this criterion is met.

- k. The proposal conforms with and furthers the goals and policies of the Growth Plan, other adopted plans, and the policies, the requirements of this Code, and other City regulations and guidelines

The proposed RMF-8 zone conforms with the Growth Plan and the requirements of the Code and other City regulations.

- l. Adequate public facilities and services are available or will be made available concurrent with the projected impacts of the proposed development



Adequate public facilities are currently available and can address the impacts of development consistent with the RMF-8 zone district.

- m. There is not an adequate supply of land available in the neighborhood and surrounding area to accommodate the zoning and community needs

This change of zoning is the result of annexation. Therefore, this criteria does not apply.

- n. The community or neighborhood will benefit from the proposed zone.

This change of zoning is the result of annexation. Therefore, this criteria does not apply.

<b><i>SUMMIT VIEW MEADOWS FILING #2 ANNEXATION SUMMARY</i></b>		
<b>File Number:</b>	<b>ANX-2004-256</b>	
<b>Location:</b>	<b>3140 D 1/2 Road</b>	
<b>Tax ID Number:</b>	<b>2943-152-00-026</b>	
<b>Parcels:</b>	<b>1</b>	
<b>Estimated Population:</b>	<b>2</b>	
<b># of Parcels (owner occupied):</b>	<b>0</b>	
<b># of Dwelling Units:</b>	<b>1</b>	
<b>Acres land annexed:</b>	<b>4.9409 acres for annexation area</b>	
<b>Developable Acres Remaining:</b>	<b>4.9409 acres</b>	
<b>Right-of-way in Annexation:</b>	<b>A portion of D 1/2 Road (See Map)</b>	
<b>Previous County Zoning:</b>	<b>RSF-R</b>	
<b>Proposed City Zoning:</b>	<b>RMF-8</b>	
<b>Current Land Use:</b>	<b>Residential Single Family</b>	
<b>Future Land Use:</b>	<b>Residential Single Family</b>	
<b>Values:</b>	<b>Assessed:</b>	<b>= \$ 11,970</b>
	<b>Actual:</b>	<b>= \$ 145,400</b>
<b>Address Ranges:</b>	<b>3136 to 3141 Ute Canyon Lane, Cross Canyon Lane, Summit Meadows Court and 450 to 467 Open Meadows Court (odd and even)</b>	
<b>Special Districts:</b>	<b>Water:</b>	<b>Ute Water/Clifton Water Districts</b>

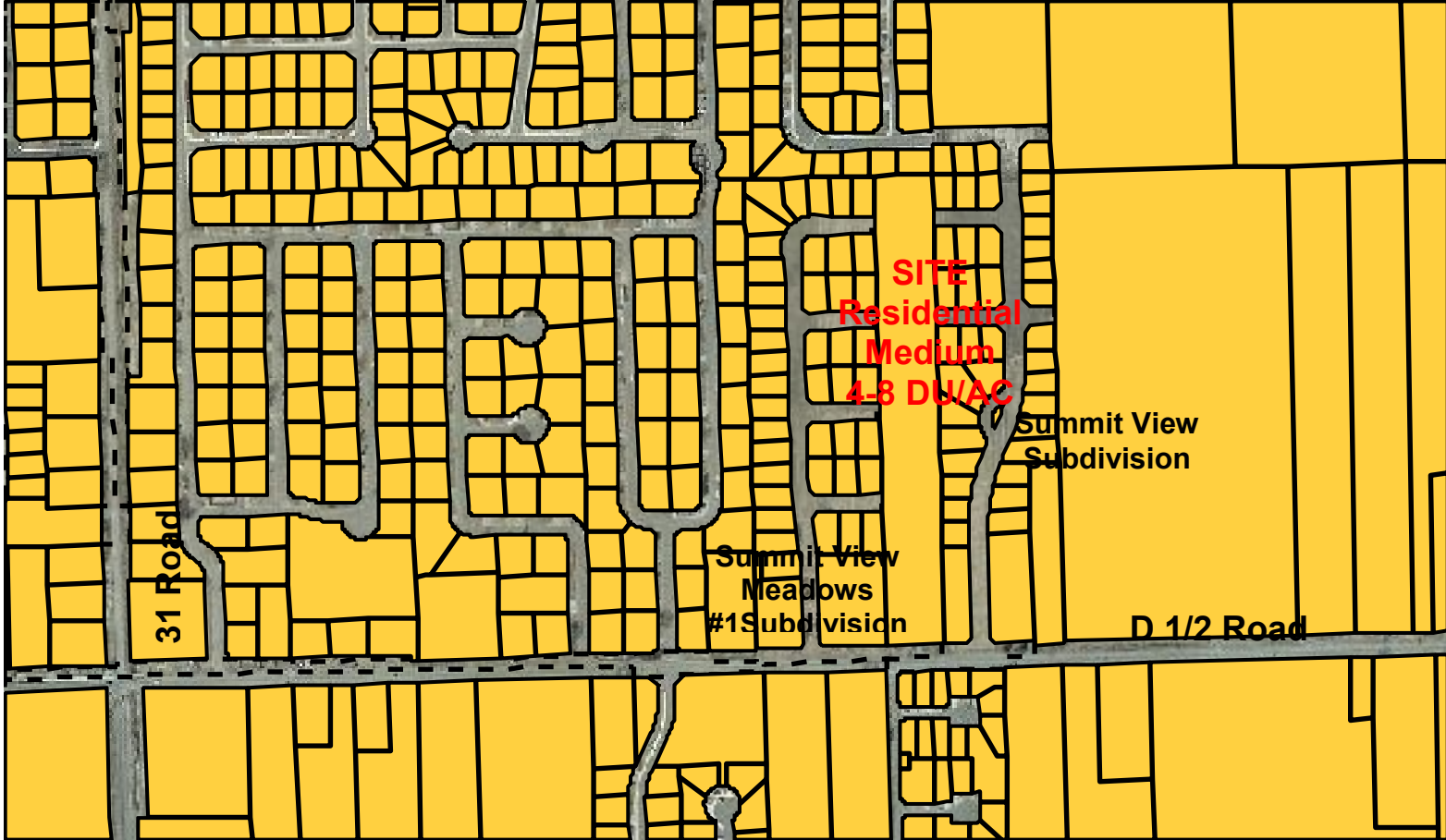
	<b>Sewer:</b>	<b>Central Grand Valley Sanitation</b>
	<b>Fire:</b>	<b>Clifton Fire District</b>
	<b>Drainage/Irrigation:</b>	<b>Grand Junction Drainage &amp; Grand Valley Irrigation</b>
	<b>School:</b>	<b>District 51</b>
	<b>Pest:</b>	<b>Upper Valley Pest</b>

The following annexation and zoning schedule is being proposed.

<b><i>ANNEXATION SCHEDULE</i></b>	
<b>December 1, 2004</b>	Referral of petition (30 Day Notice), first reading, exercising land use
<b>December 14, 2004</b>	Planning Commission considers zone of annexation
<b>December 15, 2004</b>	First reading on zoning by City Council
<b>January 5, 2005</b>	Acceptance of petition and public hearing on annexation and zoning by City Council
<b>February 6, 2005</b>	Effective date of annexation and zoning

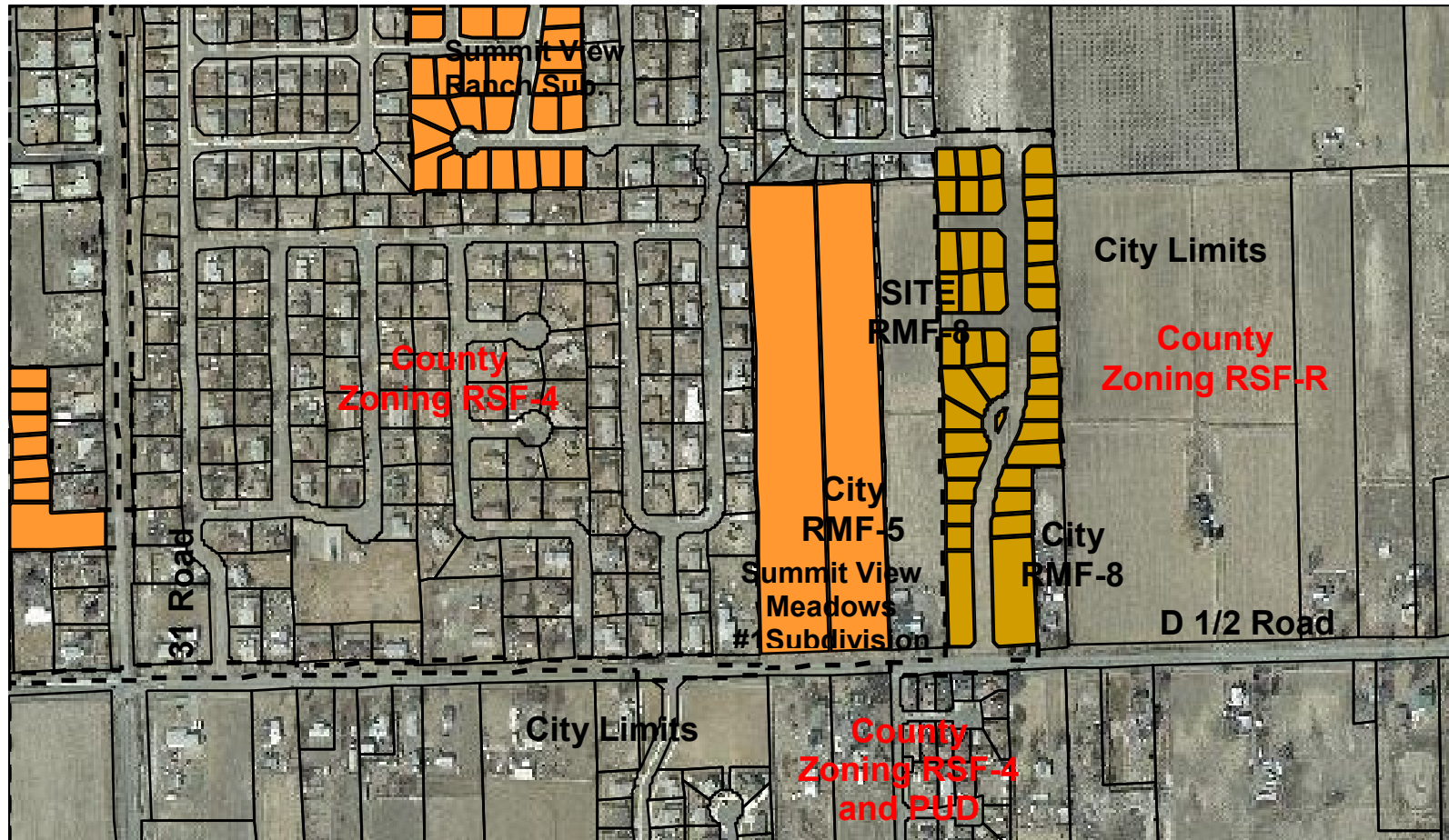
# Future Land Use Map

Figure 3



# Existing City and County Zoning

Figure 4



NOTE: Mesa County is currently in the process of updating their zoning map. Please contact Mesa County directly to determine parcels and the zoning thereof."



**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ZONING THE SUMMIT VIEW MEADOWS FILING #2  
ANNEXATION TO RESIDENTIAL MULTI-FAMILY WITH A DENSITY  
NOT TO EXCEED EIGHT UNITS PER ACRE (RMF-8)**

**LOCATED AT 3140 D 1/2 ROAD**

Recitals.

**After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of applying an RMF-8 zone district to this annexation.**

After public notice and public hearing before the Grand Junction City Council, City Council finds that RMF-8 zone district be established for the following reasons:

- This zone district meets the criteria of Section 2.14.F of the Zoning and Development Code by being identical to or nearly identical to the former Mesa County zoning for each parcel and conforms to the adopted Growth Plan Future Land Use Map.
- This zone district meets the criteria found in Section 2.6 of the Zoning and Development Code.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT:**

**The following property shall be zoned Residential Multi-Family with a density not to exceed eight units per acre (RMF-8) zone district**

Includes the following tax parcel: 2943-152-00-026

A certain parcel of land lying in the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of Section 15, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Southeast corner of the Northwest Quarter (NW 1/4) of said Section 15 and assuming the South line of the SE 1/4 NW 1/4 of said Section 15 bears N 89°57'40" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N 89°57'40" W along the South line of the SE 1/4 NW 1/4 of said Section 15, a distance of 327.50 feet to

the intersection with the Southerly projection of the West line of Summit View Meadows, as same is recorded in Plat Book 19, Pages 323 and 324, Public Records of Mesa County, Colorado; thence N 00°01'52" W along said Southerly projection, a distance of 5.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, N 89°57'40" W along a line 5.00 feet North of and parallel with, the South line of the SE 1/4 NW 1/4 of said Section 15, a distance of 163.69 feet to the intersection with the Southerly projection of the East line of Summit Meadows West, as same is recorded in Plat Book 20, Pages 55 and 56, Public Records of Mesa County, Colorado; thence N 00°02'46" W along the West line of said Summit Meadows West, a distance of 1313.54 feet to the North line of the SE 1/4 NW 1/4 of said Section 15; thence S 89°55'16" E along the North line of the SE 1/4 NW 1/4 of said Section 15, a distance of 164.03 feet to the West line of said Summit View Meadows; thence S 00°01'52" E along the West line of said Summit View Meadows, a distance of 1313.42 feet, more or less, to the Point of Beginning.

CONTAINING 4.9409 Acres (215,240 Sq. Ft.), more or less, as described.

Introduced on first reading on the 15<sup>th</sup> day of December, 2004

PASSED and ADOPTED on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Attest:

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

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

**Attach 25**

Public Hearing Summit Annex Located at 280 29 Road

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
<b>Subject</b>	A hearing for the Summit Annexation located at 280 29 Road					
<b>Meeting Date</b>	January 05, 2005					
<b>Date Prepared</b>	December 20, 2004				File #ANX-2004-242	
<b>Author</b>	Faye Hall			Planning Technician		
<b>Presenter Name</b>	Faye Hall			Planning Technician		
<b>Report results back to Council</b>	X	No		Yes	<b>When</b>	
<b>Citizen Presentation</b>		Yes		No	<b>Name</b>	
	<b>Workshop</b>	X	<b>Formal Agenda</b>		<b>Consent</b>	X <b>Individual Consideration</b>

**Summary:** Resolution for acceptance of petition to annex and to hold a public hearing and consider final passage of the annexation ordinance for the Summit Annexation, located at 280 29 Road. The 29.44 acre annexation consists of two parcels of land and portions of the B 1/2 & 29 Road rights-of-way.

**Budget:** N/A

**Action Requested/Recommendation:** Conduct a Public hearing on the annexation and acceptance of the petition. Approve resolution accepting a petition for annexation and approve second reading of the annexation ordinance.

**Background Information:** See attached Staff Report/Background Information

**Attachments:**

1. Staff report/Background information
2. General Location Map
3. Aerial Photo
4. Growth Plan Map
5. Zoning Map
6. Annexation map
7. Acceptance Resolution
8. Annexation Ordinance



STAFF REPORT/BACKGROUND INFORMATION			
<b>Location:</b>		280 29 Road	
<b>Applicants:</b>		Owner: Stephan Nieslanik Developer/Representative: Sonshine Construction II - John Slothower	
<b>Existing Land Use:</b>		Agricultural / Vacant	
<b>Proposed Land Use:</b>		Residential	
<b>Surrounding Land Use:</b>	<b>North</b>	Single Family Residential / Colorado River	
	<b>South</b>	Single Family Residential / Agricultural	
	<b>East</b>	Single Family Residential / Agricultural	
	<b>West</b>	Single Family Residential / Orchard	
<b>Existing Zoning:</b>		County RSF-4 & RSF-R	
<b>Proposed Zoning:</b>		City RSF-4	
<b>Surrounding Zoning:</b>	<b>North</b>	County RSF-4	
	<b>South</b>	County RSF-4 & RSF-R	
	<b>East</b>	County RSF-R	
	<b>West</b>	County RSF-4	
<b>Growth Plan Designation:</b>		Residential Medium Low 2-4 du/ac	
<b>Zoning within density range?</b>		<b>X</b>	<b>Yes</b>
			<b>No</b>

**Staff Analysis:**

**ANNEXATION:**

This annexation area consists of 29.44 acres of land and is comprised of two parcels and portions of the B 1/2 & 29 Road rights-of-way. The property owners have requested annexation into the City as the result of a request to subdivide in the County.

Under the 1998 Persigo Agreement all rezones require annexation and processing in the City.

It is staff's opinion, based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the Summit Annexation is eligible to be annexed because of compliance with the following:

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;
- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;
- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single

demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;

- d) The area is or will be urbanized in the near future;
- e) The area is capable of being integrated with the City;
- f) No land held in identical ownership is being divided by the proposed annexation;
- g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owners consent.

The following annexation and zoning schedule is being proposed.

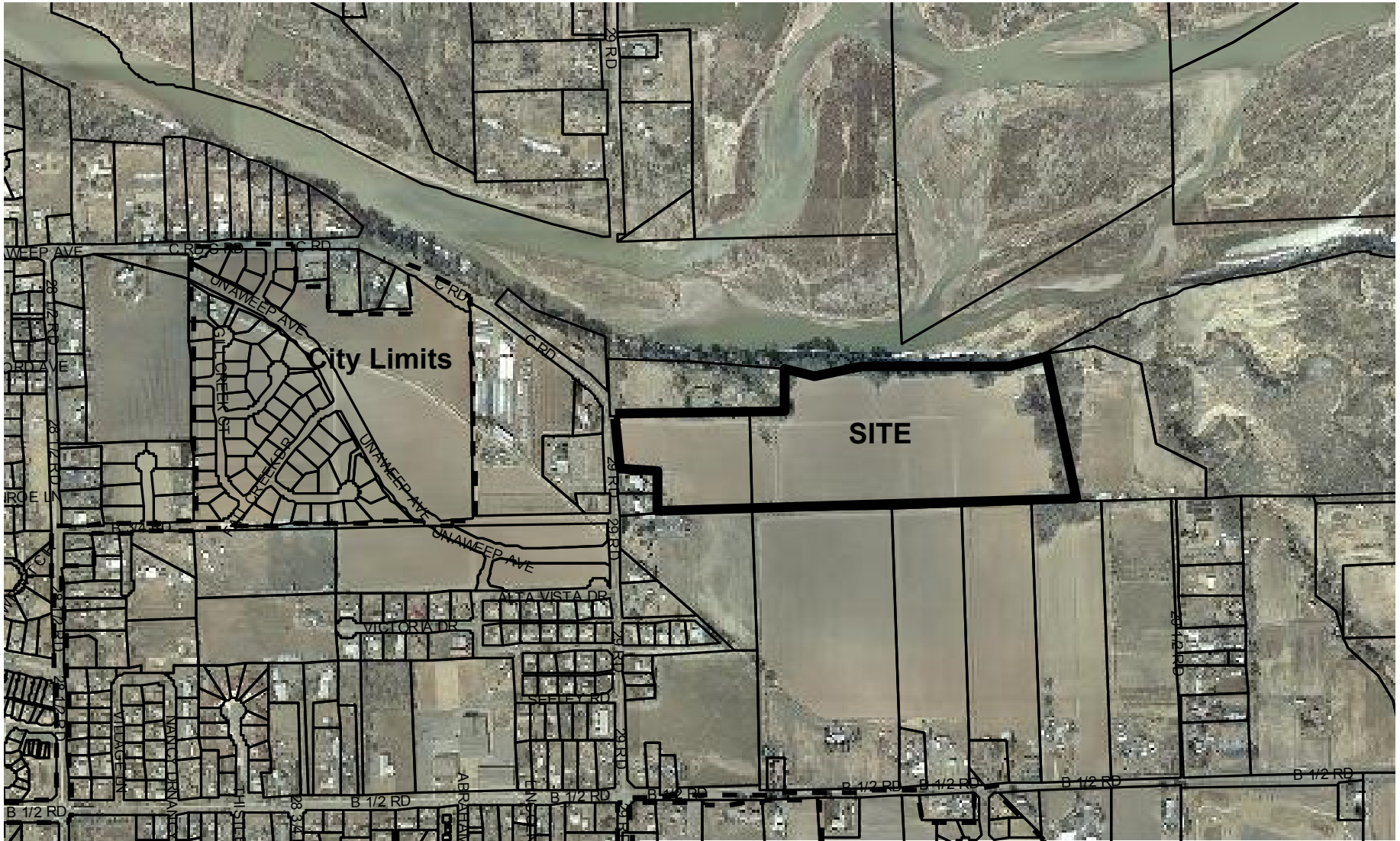
<b><u>ANNEXATION SCHEDULE</u></b>	
<b>December 01, 2004</b>	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
<b>December 14, 2004</b>	Planning Commission considers Zone of Annexation
<b>December 15, 2004</b>	Introduction Of A Proposed Ordinance on Zoning by City Council
<b>January 05, 2005</b>	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
<b>February 06, 2005</b>	Effective date of Annexation and Zoning

**SUMMIT ANNEXATION SUMMARY**

<b>File Number:</b>	ANX-2004-242
<b>Location:</b>	280 29 Road
<b>Tax ID Number:</b>	2943-292-00-112 & 113
<b>Parcels:</b>	2
<b>Estimated Population:</b>	0
<b># of Parcels (owner occupied):</b>	0
<b># of Dwelling Units:</b>	0
<b>Acres land annexed:</b>	29.435
<b>Developable Acres Remaining:</b>	27.06
<b>Right-of-way in Annexation:</b>	2.37 acres (103,237 sq ft)
<b>Previous County Zoning:</b>	RSF-4 & RSF-R
<b>Proposed City Zoning:</b>	RSF-4
<b>Current Land Use:</b>	Vacant / Agricultural
<b>Future Land Use:</b>	Single Family Residential
<b>Values:</b>	<b>Assessed:</b> \$3,100
	<b>Actual:</b> \$10,660
<b>Address Ranges:</b>	280 & 282 29 Road
<b>Special Districts:</b>	<b>Water:</b> Ute
	<b>Sewer:</b> Orchard Mesa Sanitation
	<b>Fire:</b> GJ Rural Fire
	<b>Irrigation/Drainage:</b> Orchard Mesa Irrigation
	<b>School:</b> Mesa Co School District #51

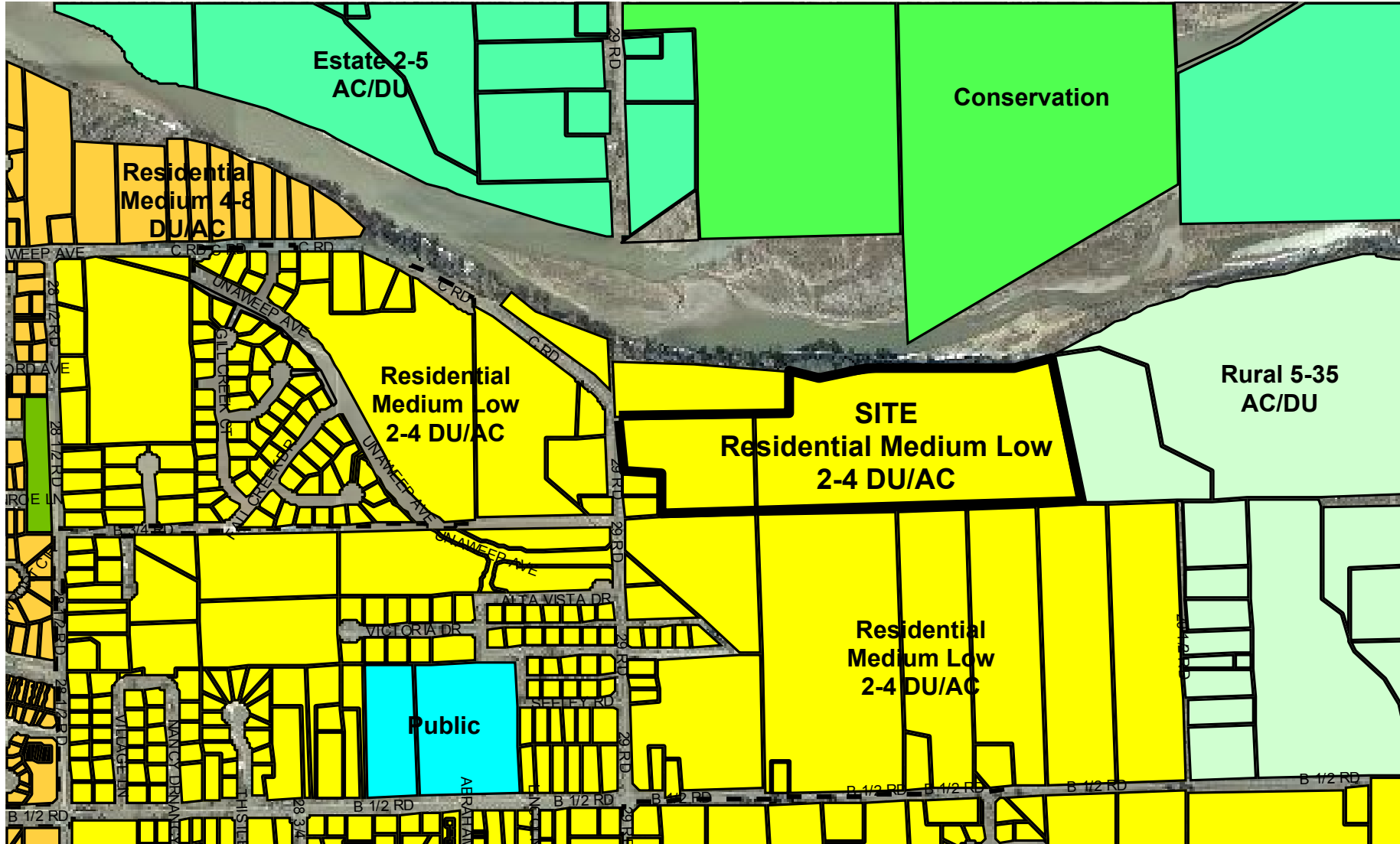
# Aerial Photo Map

Figure 1



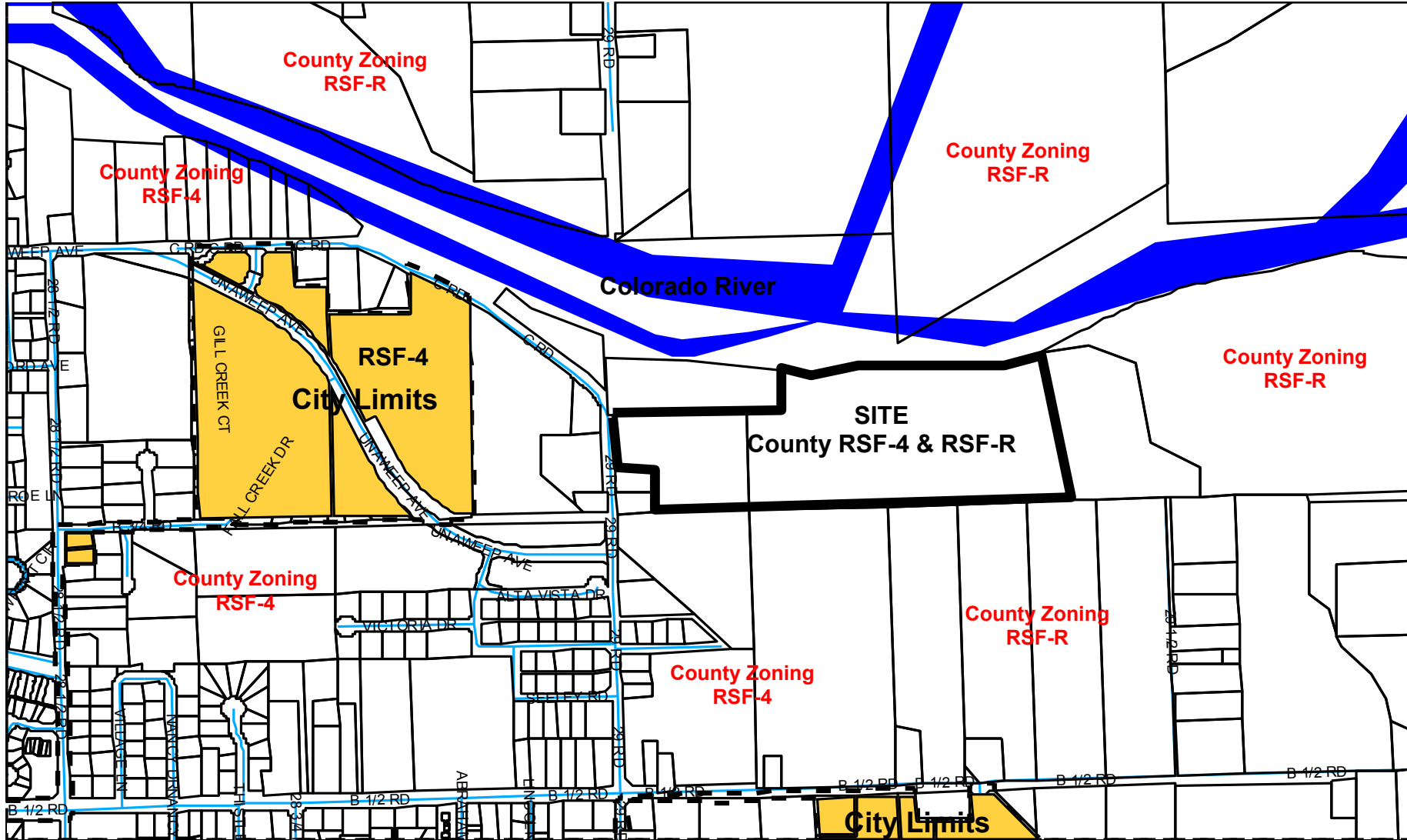
# Future Land Use Map

Figure 2



# Existing City and County Zoning

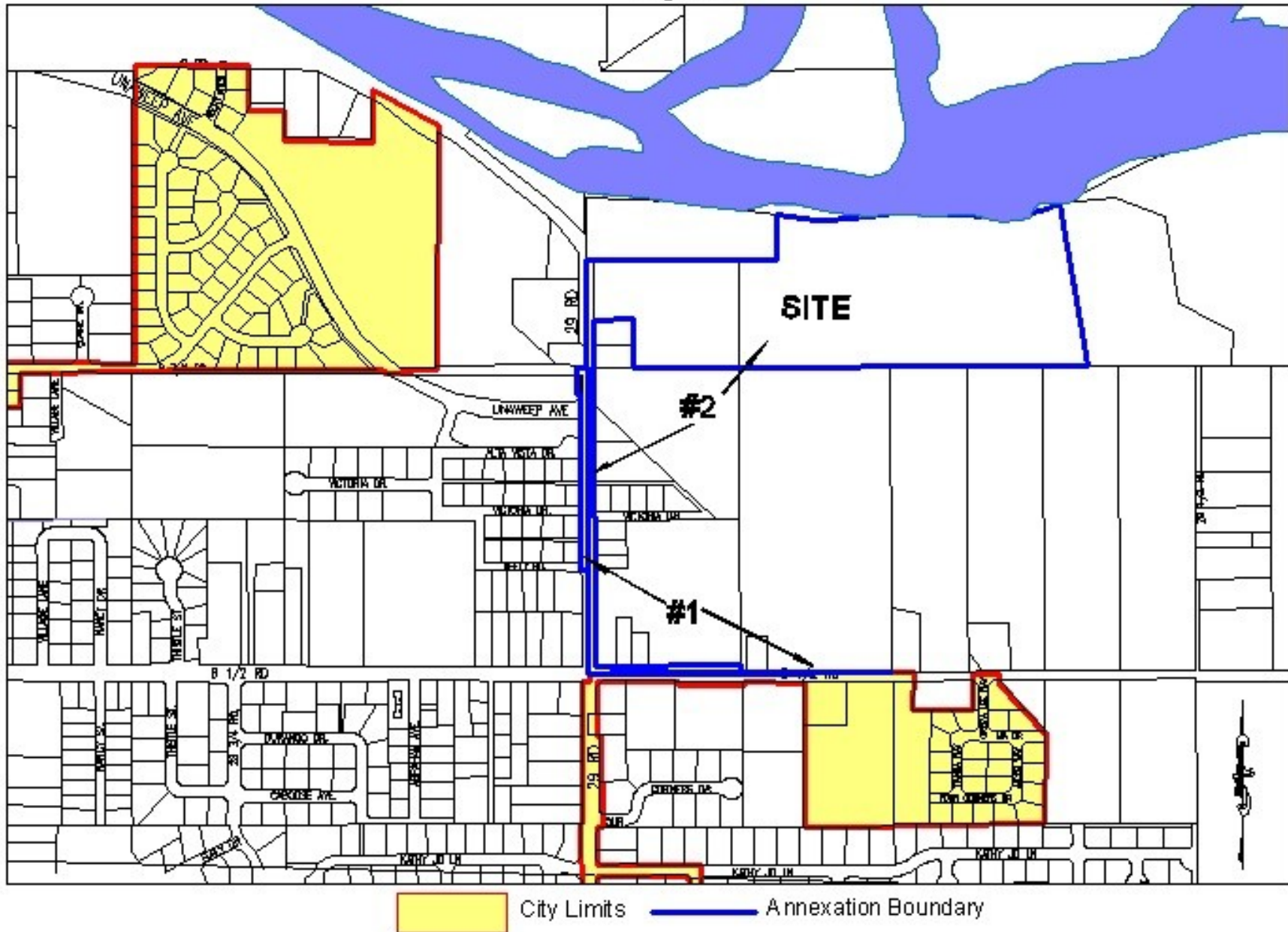
Figure 3



NOTE: Mesa County is currently in the process of updating their zoning map. Please contact Mesa County directly to determine parcels and the zoning thereof."

# Summit Annexation #1 & #2

Figure 5



**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION ACCEPTING A  
PETITION FOR ANNEXATION, MAKING CERTAIN  
FINDINGS, DETERMINING THAT PROPERTY KNOWN AS THE**

**SUMMIT ANNEXATION #1 & 2**

**LOCATED at 280 29 ROAD**

**IS ELIGIBLE FOR ANNEXATION**

WHEREAS, on the 1st day of December, 2004, 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:

**SUMMIT ANNEXATION NO. 1**

A certain parcel of land lying in the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of Section 29 and the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of Section 30, all in Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Southeast corner of the SW 1/4 NW 1/4 of said Section 29 and assuming the South line of the SW 1/4 NW 1/4 of said Section 29 bears S 89°49'20" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 89°49'20" W along the South line of the SW 1/4 NW 1/4 of said Section 29, a distance of 1319.58 feet to the Southwest corner of the SW 1/4 NW 1/4 of said Section 29; thence N 00°12'04" W along the West line of the SW 1/4 NW 1/4 of said Section 29, a distance of 443.40 feet; thence S 89°56'51" W a distance of 30.00 feet; thence N 00°12'04" W along the West right of way for 29 Road and the East line of Lincoln Heights Subdivision, as same is recorded in Plat Book 8, Page 16, Public Records of Mesa County, Colorado, a distance of 766.15 feet; thence S 89°47'56" W a distance of 11.99 feet; thence N 00°16'00" E a distance of 110.73 feet to a point on the SE 1/4 NE 1/4 of said Section 30; thence N 89°58'04" E along the North line of the SE 1/4 NE 1/4 of said Section 30, a distance of 41.09 feet to the Northwest corner of the SW 1/4 NW 1/4 of said Section 29; thence N 89°51'18" E along the South line of the North half (N 1/2) of the Northwest Quarter (NW 1/4) of said Section 29, a distance of 5.00 feet; thence S 00°12'04" E along a line 5.00 feet East of and parallel with, the West line of the SW 1/4 NW 1/4 of said Section 29, a distance of 1315.24 feet; thence N 89°49'20" E along a line 5.00 feet North of and parallel with, the South line of the SW 1/4 NW 1/4 of said



Section 29, a distance of 1314.59 feet to a point on the East line of the SW 1/4 NW 1/4 of said Section 29; thence S 00°08'20" E along the East line of the SW 1/4 NW 1/4 of said Section 29, a distance of 5.00 feet, more or less, to the Point of Beginning.

CONTAINING 0.9357 Acres (40,757.35 Sq. Ft.), more or less, as described.

### SUMMIT ANNEXATION NO. 2

A certain parcel of land lying in the Northwest Quarter (NW 1/4) of Section 29, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Southeast corner of the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of said Section 29 and assuming the South line of the SW 1/4 NW 1/4 of said Section 29 bears S 89°49'20" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N 00°13'00" W along the East line of the SW 1/4 NW 1/4 of said Section 29, a distance of 5.00 feet; thence S 89°49'20" W along a line 5.00 feet North of and parallel with, the South line of the SW 1/4 NW 1/4 of said Section 29, a distance of 659.58 feet to the POINT OF BEGINNING; thence from said Point of Beginning, N 00°10'40" W a distance of 25.00 feet to a point on the North right of way for B-1/2 Road; thence S 89°49'20" W along said North right of way, being a line 30.00 feet North of and parallel with, the South line of the SW 1/4 NW 1/4 of said Section 29, as shown on Weems Gardens, as same is recorded in Plat Book 7, page 14, Public Records of Mesa County, Colorado, a distance of 630.01 feet; thence N 00°12'04" W along the East right of way for 29 Road, being a line 30.00 feet East of and parallel with, the West line of the SW 1/4 NW 1/4 of said Section 29, a distance of 1290.22 feet to a point on the South line of the North half (N 1/2) of the NW 1/4 of said Section 29; thence N 00°11'59" W along said East right of way, being a line 30.00 feet East of and parallel with, the West line of the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of said Section 29, a distance of 210.00 feet; thence N 89°51'18" E a distance of 175.00 feet; thence S 00°11'59" E a distance of 210.00 feet; thence N 89°51'18" E along the South line of the N 1/2 of the NW 1/4 of said Section 29, a distance of 1,942.00 feet; thence N 11°15'42" W a distance of 666.00 feet, more or less, to a point on the South bank of the Colorado River; thence N 86°24'42" W along said South bank, a distance of 315.00 feet; thence continuing along said South bank, N 87°38'42" W a distance of 361.00 feet; thence continuing along said South bank, S 85°42'18" W a distance of 433.00 feet; thence continuing along said South bank, N 82°42'42" W a distance of 82.43 feet; thence S 00°08'42" E a distance of 202.09 feet; thence S 89°51'18" W a distance of 830.45 feet to a point on the West line of the NE 1/4 NW 1/4 of said Section 29; thence S 00°11'59" E along the West line of the NE 1/4 NW 1/4 of said Section 29, a distance of 467.00 feet to the Northwest corner of the SE 1/4 NW 1/4 of said Section 29; thence N 89°51'18" E along the South line of the

N 1/2 of the NW 1/4 of said Section 29, a distance of 5.00 feet; thence S 00°12'04" E along a line 5.00 feet East of and parallel with, the West line of the SW 1/4 NW 1/4 of said Section 29, a distance of 1315.24 feet; thence N 89°49'20" E along a line 5.0 feet North of and parallel with, the South line of the SW 1/4 NW 1/4 of said Section 29, a distance of 655.00 feet, more or less, to the Point of Beginning.

CONTAINING 28.500 Acres (1,241,490.0 Sq. Ft.), more or less, as described.

WHEREAS, a hearing on the petition was duly held after proper notice on the 5th day of January, 2005; and

WHEREAS, the Council has found and determined and does hereby find and determine that said petition is in substantial compliance with statutory requirements therefore, that one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; that a community of interest exists between the territory and the City; that the territory proposed to be annexed is urban or will be urbanized in the near future; that the said territory is integrated or is capable of being integrated with said City; that no land held in identical ownership has been divided without the consent of the landowner; that 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 that no election is required under the Municipal Annexation Act of 1965.

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

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

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2005.

Attest:

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

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

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ANNEXING TERRITORY TO THE  
CITY OF GRAND JUNCTION, COLORADO**

**SUMMIT ANNEXATION #1**

**APPROXIMATELY .9357 ACRES**

**LOCATED WITHIN 29 & B 1/2 ROAD RIGHTS-OF-WAY**

**WHEREAS**, on the 1st day of December, 2004, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

**WHEREAS**, a hearing on the petition was duly held after proper notice on the 5th day of January, 2005; and

**WHEREAS**, the City Council determined that said territory was eligible for annexation and that no election was necessary to determine whether such territory should be annexed;

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

That the property situate in Mesa County, Colorado, and described to wit:

**SUMMIT ANNEXATION NO. 1**

A certain parcel of land lying in the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of Section 29 and the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of Section 30, all in Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Southeast corner of the SW 1/4 NW 1/4 of said Section 29 and assuming the South line of the SW 1/4 NW 1/4 of said Section 29 bears S 89°49'20" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 89°49'20" W along the South line of the SW 1/4 NW 1/4 of said Section 29, a distance of 1319.58 feet to the Southwest corner of the SW 1/4 NW 1/4 of said Section 29; thence N 00°12'04" W along the West line of the SW 1/4 NW 1/4 of said Section 29, a distance of 443.40

feet; thence S 89°56'51" W a distance of 30.00 feet; thence N 00°12'04" W along the West right of way for 29 Road and the East line of Lincoln Heights Subdivision, as same is recorded in Plat Book 8, Page 16, Public Records of Mesa County, Colorado, a distance of 766.15 feet; thence S 89°47'56" W a distance of 11.99 feet; thence N 00°16'00" E a distance of 110.73 feet to a point on the SE 1/4 NE 1/4 of said Section 30; thence N 89°58'04" E along the North line of the SE 1/4 NE 1/4 of said Section 30, a distance of 41.09 feet to the Northwest corner of the SW 1/4 NW 1/4 of said Section 29; thence N 89°51'18" E along the South line of the North half (N 1/2) of the Northwest Quarter (NW 1/4) of said Section 29, a distance of 5.00 feet; thence S 00°12'04" E along a line 5.00 feet East of and parallel with, the West line of the SW 1/4 NW 1/4 of said Section 29, a distance of 1315.24 feet; thence N 89°49'20" E along a line 5.00 feet North of and parallel with, the South line of the SW 1/4 NW 1/4 of said Section 29, a distance of 1314.59 feet to a point on the East line of the SW 1/4 NW 1/4 of said Section 29; thence S 00°08'20" E along the East line of the SW 1/4 NW 1/4 of said Section 29, a distance of 5.00 feet, more or less, to the Point of Beginning.

CONTAINING 0.9357 Acres (40,757.35 Sq. Ft.), more or less, as described.

Be and is hereby annexed to the City of Grand Junction, Colorado.

**INTRODUCED** on first reading on the 1st day of December, 2004 and ordered published.

**ADOPTED** on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Attest:

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

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

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ANNEXING TERRITORY TO THE  
CITY OF GRAND JUNCTION, COLORADO**

**SUMMIT ANNEXATION #2**

**APPROXIMATELY 28.50 ACRES**

**LOCATED AT 280 29 ROAD & INCLUDING PORTIONS OF THE 29 & B 1/2  
ROAD RIGHTS-OF-WAY**

**WHEREAS**, on the 1st day of December, 2004, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

**WHEREAS**, a hearing on the petition was duly held after proper notice on the 5th day of January, 2005; and

**WHEREAS**, the City Council determined that said territory was eligible for annexation and that no election was necessary to determine whether such territory should be annexed;

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

That the property situate in Mesa County, Colorado, and described to wit:

**SUMMIT ANNEXATION NO. 2**

A certain parcel of land lying in the Northwest Quarter (NW 1/4) of Section 29, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Southeast corner of the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of said Section 29 and assuming the South line of the SW 1/4 NW 1/4 of said Section 29 bears S 89°49'20" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N 00°13'00' W along the East line of the SW 1/4 NW 1/4 of said Section 29, a distance of 5.00 feet; thence S 89°49'20" W along a line 5.00 feet North of and parallel with, the South line of the SW 1/4 NW 1/4 of said Section 29, a distance of 659.58 feet to the POINT OF BEGINNING; thence from said Point of Beginning, N 00°10'40" W a distance of 25.00 feet to a point on the

North right of way for B-1/2 Road; thence S 89°49'20" W along said North right of way, being a line 30.00 feet North of and parallel with, the South line of the SW 1/4 NW 1/4 of said Section 29, as shown on Weems Gardens, as same is recorded in Plat Book 7, page 14, Public Records of Mesa County, Colorado, a distance of 630.01 feet; thence N 00°12'04" W along the East right of way for 29 Road, being a line 30.00 feet East of and parallel with, the West line of the SW 1/4 NW 1/4 of said Section 29, a distance of 1290.22 feet to a point on the South line of the North half (N 1/2) of the NW 1/4 of said Section 29; thence N 00°11'59" W along said East right of way, being a line 30.00 feet East of and parallel with, the West line of the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of said Section 29, a distance of 210.00 feet; thence N 89°51'18" E a distance of 175.00 feet; thence S 00°11'59" E a distance of 210.00 feet; thence N 89°51'18" E along the South line of the N 1/2 of the NW 1/4 of said Section 29, a distance of 1,942.00 feet; thence N 11°15'42" W a distance of 666.00 feet, more or less, to a point on the South bank of the Colorado River; thence N 86°24'42" W along said South bank, a distance of 315.00 feet; thence continuing along said South bank, N 87°38'42" W a distance of 361.00 feet; thence continuing along said South bank, S 85°42'18" W a distance of 433.00 feet; thence continuing along said South bank, N 82°42'42" W a distance of 82.43 feet; thence S 00°08'42" E a distance of 202.09 feet; thence S 89°51'18" W a distance of 830.45 feet to a point on the West line of the NE 1/4 NW 1/4 of said Section 29; thence S 00°11'59" E along the West line of the NE 1/4 NW 1/4 of said Section 29, a distance of 467.00 feet to the Northwest corner of the SE 1/4 NW 1/4 of said Section 29; thence N 89°51'18" E along the South line of the N 1/2 of the NW 1/4 of said Section 29, a distance of 5.00 feet; thence S 00°12'04" E along a line 5.00 feet East of and parallel with, the West line of the SW 1/4 NW 1/4 of said Section 29, a distance of 1315.24 feet; thence N 89°49'20" E along a line 5.0 feet North of and parallel with, the South line of the SW 1/4 NW 1/4 of said Section 29, a distance of 655.00 feet, more or less, to the Point of Beginning.

CONTAINING 28.500 Acres (1,241,490.0 Sq. Ft.), more or less, as described.

Be and is hereby annexed to the City of Grand Junction, Colorado.

**INTRODUCED** on first reading on the 1st day of December, 2004 and ordered published.

**ADOPTED** on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Attest:

---

President of the Council

---

City Clerk

**Attach 26**

Public Hearing Zoning the Summit Annex Located at 280 29 Rd

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA								
<b>Subject</b>	Zoning the Summit Annexation, located at 280 29 Road to RSF-4 (Residential Single Family 4 du/ac)							
<b>Meeting Date</b>	January 05, 2005							
<b>Date Prepared</b>	December 20, 2004				File #ANX-2004-242			
<b>Author</b>	Faye Hall			Planning Technician				
<b>Presenter Name</b>	Faye Hall			Planning Technician				
<b>Report results back to Council</b>	X	No		Yes	<b>When</b>			
<b>Citizen Presentation</b>		Yes	X	No	<b>Name</b>			
	<b>Workshop</b>	X	<b>Formal Agenda</b>			<b>Consent</b>	X	<b>Individual Consideration</b>

**Summary:** Hold a public hearing and consider final passage of the Zoning ordinance to zone the Summit Annexation to RSF-4 (Residential Single Family 4 du/ac), located at 280 29 Road. The 29.44 acre annexation consists of two parcels of land.

**Budget:** N/A

**Action Requested/Recommendation:** Conduct a public hearing and consider final passage of the zoning ordinance. The Planning Commission recommended approval of the RSF-4 zoning at their December 14, 2004 meeting.

**Background Information:** See attached Staff Report/Background Information

**Attachments:**

1. Staff report/Background information
2. General Location Map
3. Aerial Photo
4. Growth Plan Map
5. Zoning Map
6. Annexation map
7. Zoning Ordinance



BACKGROUND INFORMATION					
<b>Location:</b>		280 29 Road			
<b>Applicants:</b>		Owner: Stephan Nieslanik Developer/Representative: Sonshine Construction II - John Slothower			
<b>Existing Land Use:</b>		Agricultural / vacant			
<b>Proposed Land Use:</b>		Residential			
<b>Surrounding Land Use:</b>	<b>North</b>	Single Family Residential / Colorado River			
	<b>South</b>	Single Family Residential / Agricultural			
	<b>East</b>	Single Family Residential / Agricultural			
	<b>West</b>	Single Family Residential / Orchard			
<b>Existing Zoning:</b>		County RSF-4 & RSF-R			
<b>Proposed Zoning:</b>		City RSF-4			
<b>Surrounding Zoning:</b>	<b>North</b>	County RSF-R			
	<b>South</b>	County RSF-4 & RSF-R			
	<b>East</b>	County RSF-R			
	<b>West</b>	County RSF-4			
<b>Growth Plan Designation:</b>		Residential Medium Low 2-4 du/ac			
<b>Zoning within density range?</b>		<b>X</b>	<b>Yes</b>		<b>No</b>

**Staff Analysis:**

**Zone of Annexation:** The requested zone of annexation to the RSF-4 district is consistent with the Growth Plan density of Residential Medium Low 2-4 du/ac. The existing County zoning is RSF-4 & RSF-R. Section 2.14 of the Zoning and Development Code states that the zoning of an annexation area shall be consistent with either the Growth Plan or the existing County zoning.

In order for the zoning to occur, the following questions must be answered and a finding of consistency with the Zoning and Development Code must be made per Section 2.6 as follows:

3. The existing zoning was in error at the time of adoption;

Response: The requested zoning is to place the property into an appropriate City zoning designation due to the annexation request. Therefore, this criteria is not applicable.

2. There has been a change of character in the neighborhood due to installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.;

Response: The zoning request is in conjunction with an annexation request. Therefore this criteria is not applicable.

9. The proposed zone is compatible with the neighborhood and will not create adverse impacts such as: capacity or safety of the street network, parking problems, storm water or drainage problems, water, air or noise pollution, excessive nighttime lighting, or nuisances;

Response: The zoning request is compatible with the neighborhood and adjacent zoning. Future improvements to facilities will occur if the preliminary plan goes forward.

10. The proposal conforms with and furthers the goals and policies of the Growth Plan, other adopted plans, and policies, the requirements of this Code, and other City regulations and guidelines;

Response: The proposed zoning is consistent with the Goals and policies of the Growth Plan, the requirements of the Zoning and Development Code and other City regulations and guidelines.

11. Adequate public facilities and services are available or will be made available concurrent with the projected impacts of the proposed development;

Response: Adequate public facilities are available or will be supplied at the time of further development of the property.

6. There is not an adequate supply of land available in the neighborhood and surrounding area to accommodate the zoning and community needs; and

Response: The zoning request is in conjunction with an annexation request. Therefore this criteria is not applicable.

9. The community or neighborhood will benefit from the proposed zone.

Response: The zoning request is in conjunction with an annexation request. Therefore this criteria is not applicable.

**PLANNING COMMISSION RECOMMENDATION:**

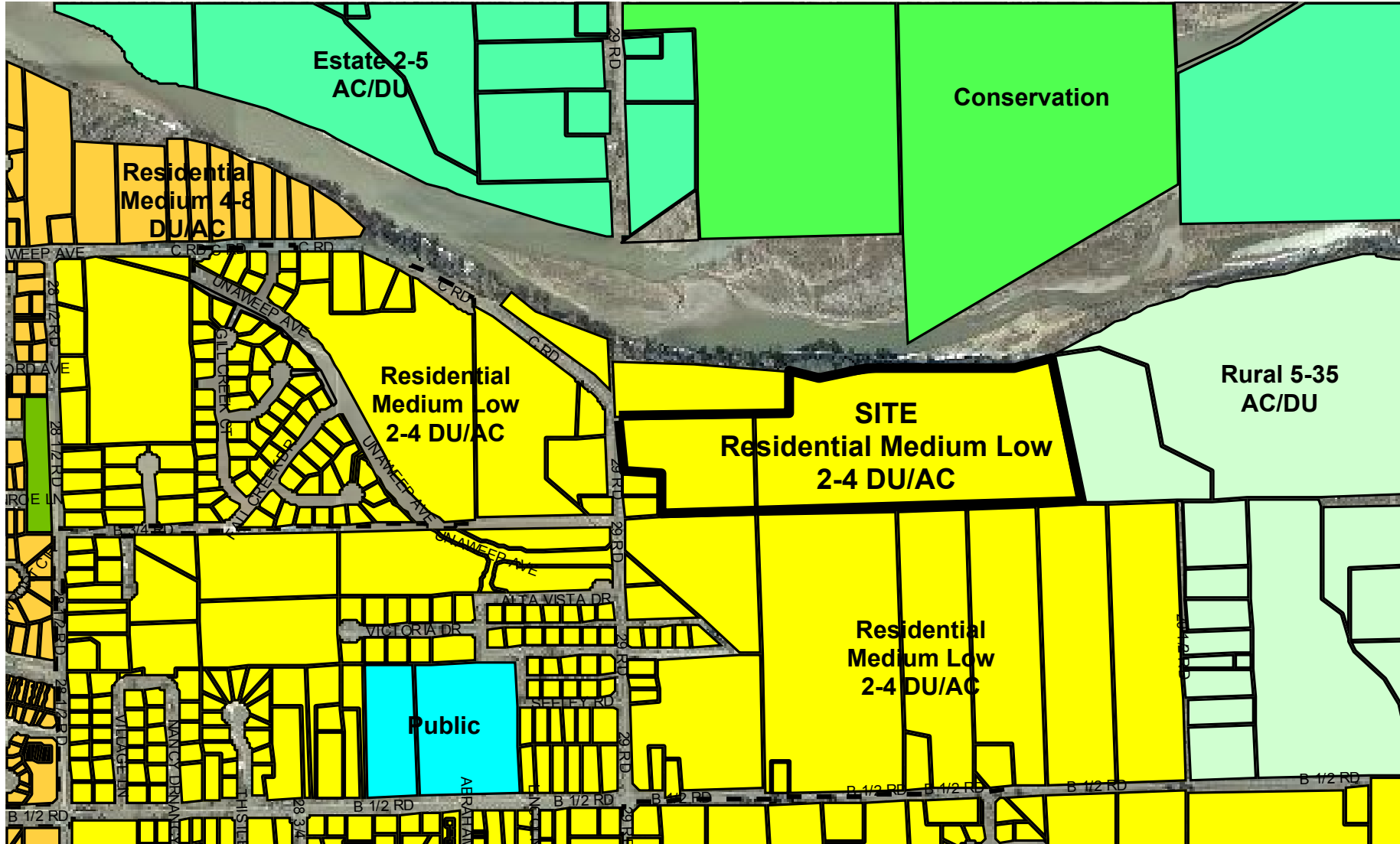
The Planning Commission recommended approval of the requested zone of annexation to the City Council, finding the zoning to the RSF-4 district to be consistent with the

Growth Plan, the existing County Zoning and Sections 2.6 and 2.14 of the Zoning and Development Code.



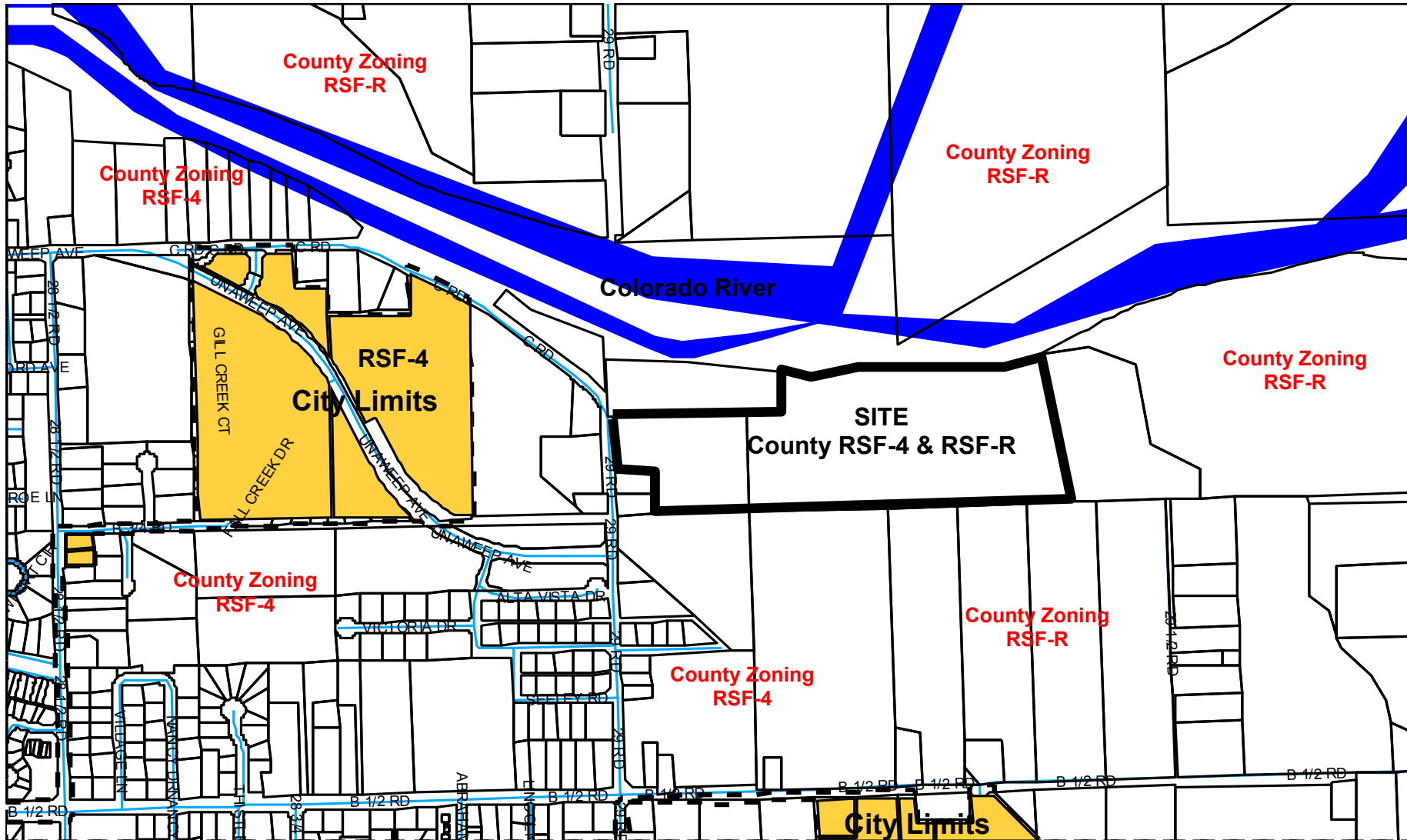
# Future Land Use Map

Figure 2



# Existing City and County Zoning

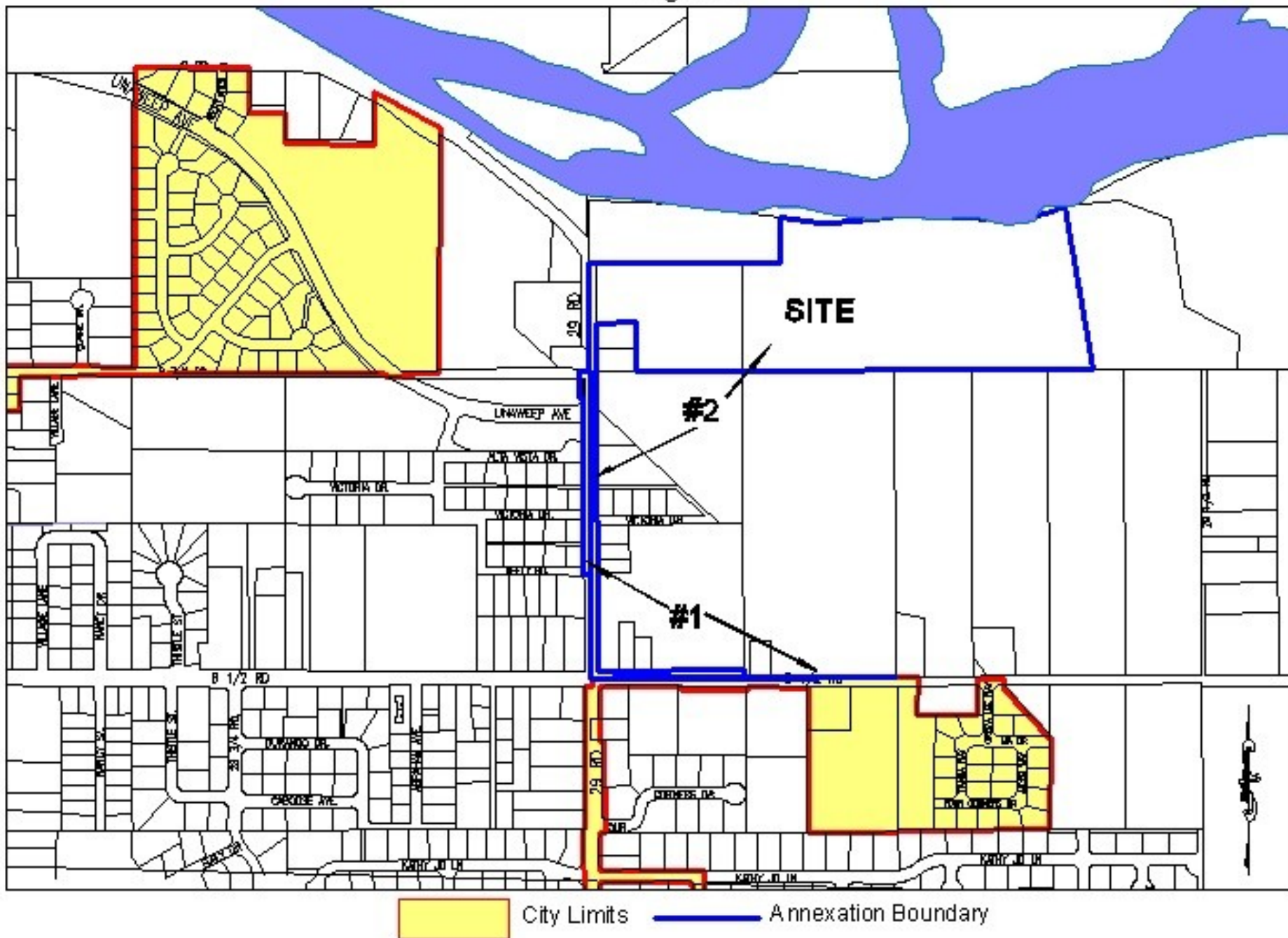
Figure 3



NOTE: Mesa County is currently in the process of updating their zoning map. Please contact Mesa County directly to determine parcels and the zoning thereof."

# Summit Annexation #1 & #2

Figure 5



**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ZONING THE SUMMIT ANNEXATION TO  
RSF-4 (RESIDENTIAL SINGLE FAMILY 4 DU/AC)**

**LOCATED AT 280 29 ROAD**

Recitals.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of zoning the Summit Annexation to the RSF-4 (Residential Single Family 4 du/ac) zone district for the following reasons:

The zone district meets the recommended land use category as shown on the future land use map of the Growth Plan and the Growth Plan's goals and policies and/or are generally compatible with appropriate land uses located in the surrounding area. The zone district meets the criteria found in Section 2.6 of the Zoning and Development Code.

After the public notice and public hearing before the Grand Junction City Council, City Council finds that the RSF-4 (Residential Single Family 4 du/ac) zone district be established.

The Planning Commission and City Council find that the RSF-4 (Residential Single Family 4 du/ac) zoning is in conformance with the stated criteria of Section 2.6 of the Grand Junction Zoning and Development Code.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND  
JUNCTION THAT:**

The following property shall be zoned RSF-4 (Residential Single Family 4 du/ac).

SUMMIT ANNEXATION

GENERAL LOCATION: 280 29 Road  
Tax Parcel # 2943-292-00-112

W2 LOT 3 SEC 29 1S 1E EXC S 210FT OF W 205FT+EXC THATPTN DESC  
BEG N 467FT FR SW COR LOT 3 E 830FT N 196FT N82DEG34' W 450FT N  
87DEG41' W TO W LI LOT 3 S 270FT TOBEG WH LIES THERE IN SD  
PARCEL + EXC W 30FT FOR RD

CONTAINING 5.911 Acres (257,483 Sq. Ft.), more or less, as described.



Tax Parcel # 2943-292-00-113

E2 LOT 3 + THAT PT LOT 2 W OF RAVINE SEC 29 1S 1E +EXC THAT PTN  
DESC BEG N 467FT FR SW COR LOT 3 E 830FTN 196FT N 82DEG34' W  
450FT N 87DEG41' W TO W LI LOT 3S 270FT TO BEG WH LIES THERE IN  
SD PARCEL

CONTAINING 21.274 Acres (926,695 Sq. Ft.), more or less, as described.

Introduced on first reading this 15th day of December, 2004 and ordered  
published.

Adopted on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Mayor

ATTEST:

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

**Attach 27**

Public Hearing 2004 Pear Park Neighborhood Plan

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
<b>Subject</b>	2004 Pear Park Neighborhood Plan					
<b>Meeting Date</b>	January 5, 2005					
<b>Date Prepared</b>	December 22, 2004			<b>File</b> PLN-2004-147		
<b>Author</b>	David Thornton		Principal Planner			
<b>Presenter Name</b>	David Thornton Tim Moore		Principal Planner Public Works Manager			
<b>Report results back to Council</b>	X	No		Yes	<b>When</b>	
<b>Citizen Presentation</b>	X	Yes		No	<b>Name</b>	
	<b>Workshop</b>	X		<b>Formal Agenda</b>		<b>Consent</b> X <b>Individual Consideration</b>

**Summary:** The City and County Planning Commissions met jointly in a public hearing on December 9, 2004 to consider adoption of the Pear Park Neighborhood Plan. The City Planning Commission recommended approval of the November 1, 2004 Pear Park Neighborhood Plan draft with eight (8) additions/corrections. The December 9, 2004 draft of the Pear Park Neighborhood Plan incorporates the Planning Commission recommendations.

**Budget:** NA

**Action Requested/Recommendation:** Hold a public hearing and adopt by resolution the Pear Park Neighborhood Plan as recommended by the City Planning Commission at their joint Planning Commission meeting with Mesa County Planning Commission on December 9, 2004. Please refer to the December 9, 2004 Pear Park Neighborhood Plan draft which has incorporated Planning Commission's recommended changes.

**Attachments:**

- Background Information/Analysis
- Minutes of December 9, 2004 Joint Planning Commission Public Hearing
- Resolution

- Please refer to your copy of the December 9, 2004 draft Pear Park Neighborhood Plan previously distributed.

## **A. BACKGROUND**

In 1996 the City of Grand Junction and Mesa County jointly adopted a plan for the urban area of the Grand Valley. The document adopted by the City is “the Growth Plan”, which was incorporated as Chapter Five of the Mesa Countywide Land Use Plan. These Plans were updated in 2003.

The Steering Committee for the 2003 update for the Growth Plan and Mesa Countywide Land Use Plan was concerned with the future needs of the Pear Park Neighborhood, a rapidly growing part of the community, especially parks, schools and other infrastructure needs. They recommended that an area/neighborhood plan be prepared for Pear Park. The City Planning Commission and Mesa County Planning Commission endorsed that recommendation. The Grand Junction City Council reinforced this need by making the Pear Park Neighborhood Plan a priority for the 2004 work program.

## **B. PROJECT LOCATION/DESCRIPTION**

The Pear Park Neighborhood planning area is located between 28 Road and 32 Road, south of the Union Pacific railroad tracks and north of the Colorado River.

The Pear Park Neighborhood Plan is the first neighborhood plan completed for the Pear Park area since the Mesa County Planning Commission sunset the Pear Park portion of the Clifton Area Plan (Land Use and Development policy #28) in 2000. Mesa County sunset most of the 1986 Clifton Plan including all of the Pear Park area due to the Plan being obsolete and after considering that the 1996 Growth Plan/Mesa Countywide Land Use Plan included future land use recommendations for the area. The City of Grand Junction Growth Plan and Mesa Countywide Land Use Plan, adopted in 1996, and updated in 2003, provides the basis for this more detailed neighborhood plan for Pear Park.

### Status of Previous Plans

The Pear Park Neighborhood Plan, when adopted, will be the guiding land use and transportation plan for this area. Further, the Pear Park Neighborhood Plan follows the goals, policies, action items and general desired land uses expressed in the Grand Junction Growth Plan and the Mesa Countywide Land Use Plan (Chapter 5 of these plans are identical). The adoption of the Pear Park Neighborhood Plan will result in a more detailed direction for future planning than what is provided in the Grand Junction Growth Plan and the Mesa Countywide Land Use Plan. The Grand Junction Growth Plan and the Mesa Countywide Land Use Plan goals and policies remain in effect and will continue to apply.

## **C. PUBLIC PROCESS**

City and County planning staff conducted baseline inventories and established an advisory committee (known as the “Public Institutional Advisory Group”) made up of service providers and other interested providers to help identify key issues.

This advisory group met eight times to discuss various service/infrastructure issues. There were two open house meetings held in the Pear Park neighborhood, the advisory committee met eight times and staff held four focus group meetings with interested citizens. The Grand Junction City Council, Board of County Commissioners and District 51 School Board members were briefed twice through the one-year planning process. Two joint briefings were also held for the City and County Planning Commissions.

#### **D. PUBLIC COMMENT**

The planning process began in January 2004. Public input was solicited at the public open house meetings and written comments, phone calls, e-mail, and personal communications were completed. The public meetings were well attended by approximately 145 people at the March open house and approximately 85 people at the August open house. Two newsletters were mailed to every property owner in the planning area (approximately 4,600) summarizing both public open houses and soliciting input and comments. In addition, the Mesa County and City of Grand Junction internet web sites kept the public up-to-date on issues and progress of the plan through posted newsletters, meeting summaries, comment response logs and copies of the draft plan. A public hearing was held on December 9, 2004 to hear public comment on the November 1, 2004 draft plan and make recommendation to City Council.

#### **E. PLAN DOCUMENT**

Each section of the Pear Park Neighborhood Plan contains general descriptions (background information) and findings, goals, and implementation steps. The eight major sections are: History/Historic Preservation, Transportation and Access Management, Schools/Parks/Trails, Community Image and Character, Land Use and Growth, General Services, Public Safety, and Environmental Resources/River Corridor.

**The City Planning Commission recommended approval of the November 1, 2004 Pear Park Neighborhood Plan draft with the following additions/corrections. These eight (8) additions/corrections have been incorporated into the December 9, 2004 draft. Please refer to the December 9, 2004 draft Plan.**

- 1. Incorporated comments received from the Bureau of Reclamation, letter dated 16 Nov 04.** The Bureau requested that a change to the Future Land Use Map occur and additional language be included in the Plan (pgs 45-47) regarding their wildlife refuge along the Colorado River. See addition/correction #5 below.
- 2. Incorporated comments received from Mesa State College as per e-mail on 11/9/04 from Erik van de Boogaard.** Mesa State

College requested that any reference to potential uses of the college property in Pear Park be removed from the final plan. This included revising the “Parks and Schools Map” (pg 37) and revising the “Land Use and Growth Chapter” (pgs 45 & 46).

**3. Revised the “Future Land Use Study Area” map (pg 47) to show only the Future Land Use Map changes recommended by the Planning Commission.** The November 1<sup>st</sup> draft Plan showed four study areas with options that were considered for changes to the Future Land Use Map. The December 9<sup>th</sup> draft Plan includes only the recommended options. Those options not recommended are located in the background information of the chapter (pgs 43-45).

**4. Inserted the Planning Commission recommended street circulation into the “Transportation and Access Management Plan” map (pg 21) and the “Conceptual Local Street Network Plan” map (pg 23) in the final plan document and removed the “Four Land Use Options Proposed Street Circulation” map from the final plan document.** The November 1<sup>st</sup> draft Plan included the “Four Land Use Options Proposed Street Circulation” Map which showed the recommended local street configurations for each of the land use options being considered for the area north of D ½ Road between 29 Road and 30 Road. The December 9<sup>th</sup> draft Plan removes that map and inserts the recommended street circulation for the D ½ Road area on the other two transportation maps in the draft Plan.

**5. On the Future Land Use Map (pg 47), changed the Colorado River Wildlife Area/Orchard Mesa Wildlife Area from “Park” designation to “Conservation” and included an Implementation Strategy (pg 46) and background information (pg 45) in the final plan document.** The current designation of “Park” does not accurately reflect the use of this 123 acre property. The property is used for a wildlife area with limited public access.

**6. Added language to the background section of the “Land Use and Growth Chapter” (pg 42) regarding annexation incentives discussed in the 1998 City/County Persigo Agreement.** The added language will provide additional background information on annexation and the Persigo Agreement signed by the City and County in 1998 and is as follows; “The City and County have agreed to jointly develop incentives to encourage annexation. Examples of these incentives once they are fully developed, funded and implemented may include parks, fire stations and/or road improvements.”

**7. Corrected minor formatting errors, grammar, word choice, typos, etc. throughout the final plan document.**

**8. The Joint City and County Planning Commissions directed City and County Planning Staff to conduct a planning process to focus on the potential changes, if any, for:**

- **the area defined by 30 Road to 32 Road, south of D Road to the Colorado River; and**
- **the Teller Court area west of 30 Road.**

**The studies are to occur in the first quarter of 2005 and involve a focus group comprised of various interests (property owners, etc.), with alternatives and recommendations coming back to the joint planning commission in the spring of 2005 (pg 46).**

These studies will be accomplished by City and County Planning Staff as separate activities through the Growth Plan Amendment process. Changes will occur only if determined appropriate through the public hearing process by Planning Commission and City Council.

**Adoption of the Plan will result in:**

- A. Revisions to the Grand Valley Circulation Plan with the adoption of the Pear Park Transportation and Access Management Plan which includes a new hybrid collector street cross section and a conceptual local street network plan.
- B. Revisions to the Urban Trails Plan, specifically those changes to the Urban Trails Plan for the Pear Park area.
- C. Changes to the Future Land Use Map, as follows (see map, pg 47 included in the December 9<sup>th</sup> draft Plan):
  1. Change to Residential Medium (4 to 8 units per acre) that area north of D ½ Road between 29 Road and 29 ½ Road south of the railroad tracks, and the area east of 29 ½ Road to 30 Road south of the railroad tracks make it Commercial/Industrial on the north and Residential Medium on the south.
  2. Increase the density from Residential Medium to Residential Medium High (8 to 12 units per acre) for the area east and south of the neighborhood commercial area at the southeast corner of 29 Road and D Road established in 2003.
  3. Change from Residential Medium Low (2 to 4 units per acre) to Commercial the northeast corner of E Road and 30 Road.
  4. Change from Residential Medium (4 to 8 units per acre) to Commercial the southeast corner of 31 Road and D ½ Road as a future site for neighborhood commercial.
  5. Change the land use designation from “Park” to “Conservation” for the 123 acre Bureau of Reclamation property preserved for permanent wildlife habitat and located between 30 Road and 31

Road south of D Road.

**Some of the key issues addressed in the Plan that are recommended for future implementation are as follows:**

- The City and County will work with School District 51 to identify and purchase land for future school and park sites using the Pear Park Neighborhood Parks and Schools map and school selection criteria found in this Plan;
- The City and County will update the School Land Dedication fee collected by the City and County.
- Adopt an overlay zone district for the business and commercial zone districts that minimize the number and size of signs and includes architectural and site design standards that heighten the requirements for quality and compatibility.
- Adopt design standards for residential development that encourage mixed densities and innovative designs that minimize “garage-scape” streets.
- Identify key architectural and landscape elements that define the historic aspects of Pear Park and integrate those elements into the design standards and guidelines for residential, business/commercial and institutional uses.
- Encourage the preservation and adaptive re-use of historic structures.
- Prohibit billboards (off-premise signs) in the Pear Park neighborhood.
- Adopt street sections that provide safe access for all modes of transportation and incorporate medians and tree lawns where ever possible.
- Maintain and enhance ditches, canals and drainage facilities to be special features and amenities of the neighborhood and to improve the quality of storm water runoff.
- Design and install “gateway” features at D Road and 28 Road, 29 Road and the River, 29 Road and the proposed viaduct, 30 Road and the underpass, and 32 Road and D, D ½ and E Roads.
- The City of Grand Junction will identify preferred site(s) for a law enforcement substation or fire station/training facility.
- Develop a plan to resolve the double taxation in annexed areas within Clifton Fire District.
- The City, County, and 5-2-1 Drainage Authority will work together to develop storm water best management practices for the Colorado River floodplain.
- Develop and adopt code language (*Mesa County Land Development Code* and City of Grand Junction’s *Zoning and Development Code*) that establishes a Pear Park Colorado River Corridor overlay zone district addressing:
  1. Channel stability to assure adequate setbacks are provided to account for the inherent instability of the channel and



- recognize that river movement across the landscape is a natural process that may be accelerated by development.
2. Scenic views of the river, its natural setting and features, Grand Mesa, Mt. Garfield, the Bookcliffs, and the Uncompahgre Plateau.
  3. The Colorado National Heritage Program report as a guiding document for the protection of sensitive species.
  4. Recreational features located and designed to avoid or minimize impacts to unique vegetation, wildlife habitats, water quality, and other environmental values.
  5. Multiple implementation tools such as conservation easements, land acquisition, enforcement of existing floodplain regulations, and other conservation techniques, to protect the Colorado River 100-year floodplain.
  6. Best management practices for resource protection that considers both on- and off-site impacts from development.
  7. Specific, identified high-priority resources and long-term plans for management and protection.
- Gravel extraction shall occur as shown on the Pear Park Neighborhood Plan Mineral Resources Map.
  - Mesa County should revise the no shoot boundary along the Colorado River. Specifically move the existing west boundary which is just west of Indian Road east to 29 Road. Move the existing north boundary (D Road) south to C ½ Road.

## **F. COMPLIANCE WITH THE ZONING & DEVELOPMENT CODE & GROWTH PLAN**

Rationale for adopting a Pear Park Neighborhood Plan is articulated in the Grand Junction Growth Plan. The plan contains language that directs staff to conduct neighborhood/area plans. Neighborhood Plans are also to be consistent with section 2.5.C of the Grand Junction Zoning and Development Code 2000.

### **Compliance with Zoning and Development Code:**

The City Council may approve an area plan if it is consistent with the purpose and intent of the Growth Plan and meets the following criteria.

Growth Plan Amendment Review Criteria (section 2.5.C of the Grand Junction Zoning and Development Code):

- a. There was an error in the original Master Plan such that then-existing facts, projects, or trends (that were reasonably foreseeable) were not accounted for;

**Findings:** A more detailed look at the Pear Park area revealed inconsistencies with some of the land use designations and the need for additional commercial and public sites. In addition, given the rapid growth projections for Pear Park, additional consideration of service and infrastructure needs was directed.

- b. Events subsequent to the adoption of the Master Plan have invalidated the original premises and findings;

**Findings:** The Pear Park area is developing at a faster pace than other areas of the Grand Valley. It is anticipated that growth will continue with the extension of the Riverside Parkway to 29 Road and the construction of the 29 Road Bridge and viaduct.

- c. The character and/or condition of the area has changed enough that the amendment is acceptable.

**Findings:** The Pear Park Neighborhood has become one of the fastest growing areas in the Grand Valley partially due to improved access to the neighborhood through major transportation improvements completed over the past few years (30 Road underpass) and programmed for the near future (29 Road bridge, viaduct and D Road). The 2003 Growth Plan update process recognized the changing character of the planning area and identified the need to provide additional commercial land uses and a better mix of housing types in the area.

- d. The change is consistent with the goals and policies of the Master Plan, including applicable special area, neighborhood, and corridor plans;

**Findings:** The new plan (or amendment) is necessary and recommended in the 1996 Plans. The following goals and policies support the Pear Park Neighborhood Plan.

Goal1, Policy 1.8: The City and County will use zoning and special area policies (adopted as part of this plan) to describe the preferred types of non-residential development in different parts of the community.

Goal 3, Policy 3.5: The City and County will coordinate with public and private service providers to develop and maintain public improvements which efficiently serve existing and new development.

Goal 6, Policy 6.3: The City and County will cooperate with the School District to identify appropriate locations for future

school facilities. Elementary schools should be located within residential neighborhoods to minimize the need for children to cross arterial streets.

Goal 9, Policy 9.1: The City and County will update existing area plans and create new plans where more detailed planning is needed....

Goal 9, Policy 9.2: The City and County will encourage neighborhood designs which promote neighborhood stability and security.

Goal 10, Policy 10.3: The City and County, recognizing the value of historic features to neighborhood character and the distinctions between neighborhoods, will allow design variety that is consistent with the valued character of individual neighborhoods....

Goal 10, Policy 10.4: The City and County will encourage development designs that enhance the sense of neighborhood.

Goal 13, Policy 13.4: The Community's streets and walkways will be planned, built, and maintained as attractive public spaces.

Goal 13, Policy 13.11: The City and County will develop Code provisions that minimize the visual impact of telecommunication towers and facilities.

Goal 14, Policy 14.1: The City and County will maintain open planning processes, providing opportunities for all affected parties to participate in public workshops and hearings involving plan amendments, area planning and periodic plan reviews.

Goal 14, Policy 14.2: The City will use its newsletter, public service announcements and other media sources to notify the public of all public meetings and events.

Goal 14, Policy 14.3: The City and County will provide a variety of options for people to express their views on public issues, including formal and informal public meetings, mail-in comments sheets on specific proposals and other mechanisms.

Goal 15: To achieve a mix of compatible housing types and densities dispersed throughout the community.

Goal 19, Policy 19.1: The City and County will support efforts to inventory, designate and protect valued historic structures.

Goal 20, Policy 20.2: The City and County will support efforts to maintain or improve the quality of green spaces along the Colorado and Gunnison Rivers.

Goal 21, Policy 21.3: The City and County will encourage the preservation of natural hazard areas for use as habitat and open space.

Goal 22, Policy 22.4: The City and County will coordinate with appropriate public agencies to minimize or mitigate potential conflicts between proposed development, wildlife and agricultural uses.

Goal 23, Policy 23.8: The City and County will require vehicular, bike and pedestrian connections between adjacent projects when such connections improve traffic flow and safety.

Goal 23, Policy 23.10: The City and County identify and develop a coordinated trails system in cooperation with appropriate community interests.

Goal 26, Policy 26.6: The City and County will coordinate with the school district to achieve cost savings through joint development of school and recreational facilities.

- e. Public and community facilities are adequate to serve the type and scope of land use proposed;

**Findings:** A current inventory, analysis, and public input shaped the policies of the plan. The Public Institutional Advisory Group played a major role in determining public and community facility needs. As a result, the community facilities are adequate, or can be provided, to serve the scope of land uses proposed. Generally, utility infrastructure is upgraded as growth occurs, with the development community paying for the upgrades, and capacity of the service providers is adequate to serve the planning area.

- f. An inadequate supply of suitably designated land is available in the

community, as defined by the presiding body, to accommodate the proposed land use; and

**Findings:** In 2003 during the adoption of the Growth Plan and Mesa Countywide Land Use Plan updates, City Council and County Commissioners instructed staff to look further at the infrastructure/ services, commercial and residential needs of the growing Pear Park neighborhood. The Grand Junction Growth Plan and the Mesa Countywide Land Use Plan encourage neighborhood planning to better address and plan for the growth of the community.

- g. The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.

**Findings:** The new plan will provide benefits for the Pear Park Area, and the community as a whole. This Neighborhood Plan reflects the current needs of the Pear Park area as gathered from public meetings and associated communications. The Plan reflects changes in the character of the area since the 1996 master plans were adopted. The Plan provides specific implementation steps for the various goals established in the plan.

### **City of Grand Junction Strategic Plan**

Objective 37 of the City's 2002 Strategic Plan states the City should, "using the Pomona complex as an example, further coordinate planning and action by the City and School District #51 regarding recreation sites and programs to enhance cooperative efforts to meet community needs. Throughout the Pear Park planning process School District 51 was major participant and the Plan recommends the joint use of park sites with school sites.

### **Compliance with Growth Plan:**

The Grand Junction Growth Plan lists specific action items that need to be accomplished. As part of the Pear Park Neighborhood Plan planning process many of these action items were either accomplished by the Pear Park Plan or were further supported by the implementation strategies included in the Pear Park Neighborhood Plan. Section H, "Plan Implementation Strategies" of the City Growth Plan includes the following Action Items that directly relate to Pear Park:

### Zoning and Development Code

- Review and revise the sign code to address visual clutter along corridors. (Goal 1)
- Strengthen regulations to minimize development in the floodplain of the

- Colorado and Gunnison Rivers. Building footprints and impervious areas should be concentrated on the land outside the floodplain. (Goal 20)
- Adopt wildlife/agricultural impact review criteria for new development to resolve conflicts through avoidance, impact minimization or mitigation. (Goal 22)

#### Area Plans, Corridor Plans and Neighborhood Programs

- Develop neighborhood design guidelines to promote neighborhood stability and security. (Goal 9)
- Complete an area plan for Pear Park, addressing specific land use, increased traffic needs, park and school sites, public safety needs and other infrastructure needs. (Goal 9)
- Involve residents and businesses in the area (neighborhood) plan process to identify neighborhood priorities. (Goal 10)
- Use the area (neighborhood) plan process to develop area specific strategies for corridors and neighborhoods with unique needs. (Goal 13)
- Adopt a riverfront overlay district along the Colorado River to ensure that development is compatible with natural and recreational resources. (Goal 20)
- Create a natural hazard overlay district to mitigate the risks of flooding, soil instability, landslides and wildfires. (Goal 21)

#### Intergovernmental Agreements

- Coordinate with the School District in the school site selection process and the joint development of sites for recreational uses. (Goal 6)

#### Parks and Open Space

- Support the Colorado Riverfront Commission's efforts toward a Colorado riverfront greenway. (Goal 20)
- Implement the Parks Master Plan providing an interconnected system of neighborhood and community parks throughout the urbanized area. (Goal 26)

#### Transportation and Trails

- Develop street standards and site design alternatives that incorporate elements, such as street trees, parkway strips, medians and other features that contribute to the street as an attractive public space. (Goal 13)
- Incorporate sidewalks, landscaping and appropriate lighting and bikeway improvements into all roadway improvement projects. (Goal 13)

#### Historic Preservation

- Update the inventory of historic structures. (Goal 19)
- Update codes to encourage retention and rehabilitation of historic structures throughout the urban area. (Goal 19)

## **G. FINDINGS OF FACT/CONCLUSIONS**

After reviewing the Pear Park Neighborhood Plan recommendations for changes to the Future Land Use Map and Goals and Implementation Strategies, the Staff and Planning Commission made the following findings of fact and conclusions:

1. The proposed amendments are consistent with the purpose and intent of the Growth Plan and the Persigo Agreement.
2. The review criteria in Section 2.5.C of the Grand Junction Zoning and Development Code have all been met.

## **H. RECOMMENDATION**

Staff and Planning Commission recommend approval of the December 9, 2004 draft Plan.

**JOINT CITY/COUNTY PLANNING COMMISSION MINUTES  
PEAR PARK NEIGHBORHOOD PLAN  
DECEMBER 9, 2004**

The specially scheduled meeting of the joint City and County Planning Commissions was called to order at 7 p.m. by City/County Planning Commission Chairmans Paul Dibble and Bruce Kreskin, respectively. The public hearing was held in the City Hall auditorium.

City Planning Commission members present included Dr. Paul Dibble (Chairman), John Redifer, Tom Lowrey, Bill Pitts, William Putnam, Patrick Carlow and Reginald Wall.

County Planning Commission members present included Bruce Kresin (Chairman), Bruce Noble, George Domet, Michael Gardner, Terri Binder, and Mark Bonella.

Representing the City Community Development Department were Bob Blanchard, Kathy Portner, Dave Thornton, and Kristen Ashbeck. Other City staff present included Jamie Kreiling, Rick Dorris and Eric Hahn.

Representing the County Planning Department were Kurt Larson and Keith Fife. Other County staff present included Ken Simms and Michael Warren.

There were approximately 24 interested citizens present during the course of the public hearing.

Planning commissioners were introduced, and the pledge of allegiance was recited.

**STAFF PRESENTATION**

Keith Fife, County Long-Range Planning Director, began by entering into the record Mesa County's Project File 2004-110-MP1 and Grand Junction's Project File #PLN-2004-147. Also entered into the record were the Project Review dated November 29, 2004 and the November 1, 2004 Draft Plan. A Powerpoint presentation was offered, which contained the following slides: 1) project overview; 2) plan process outline; 3) plan process history; 4) photos of historic sites within the area; 5) demographics chart; 6) general services and public safety outline; and 7) plan organization.

Mr. Fife provided a brief history of the plan's process (as outlined in the November 29, 2004 Project Review). The Pear Park area was defined as being situated between 28 and 32 Road, south of the Union Pacific Railroad tracks, and north of the Colorado River. The City of Grand Junction's Growth Plan and the County-wide Land Use Plan had provided the basis for the currently considered neighborhood plan. An advisory committee had been formed (Public



Institutional Advisory Group, or PIAG), comprised of service providers, whose task it was to help identify key issues. The Mesa County Board of County Commissioners, City Council, and School District #51 representatives had also met during the review process. Public input had been solicited at open house meetings, which were well advertised and attended. Two newsletters had been mailed to approximately 4,600 area residents apprising them of public open houses and soliciting them for input and comments.

Key issues addressed in the Draft Plan, and outlined in the November 29, 2004 Project Review, included:

- The City and County will work with School District #51 to identify and purchase land for future school and park sites using the Pear Park Neighborhood Parks and Schools Map and school selection criteria found in the Plan.
- The City and County will update the school land dedication fee collected by the City and County.
- Adopt an overlay zone district for the business and commercial zone districts that minimize the number and size of signs and includes architectural and site design standards that heighten the requirements for quality and compatibility.
- Adopt design standards for residential development that encourages mixed densities and innovative designs that minimize "garage-scape" streets.
- Identify key architectural and landscape elements that define the historic aspects of Pear Park and integrate those elements into the design standards and guidelines for residential, institutional, and business/commercial uses.
- Encourage the preservation and adaptive reuse of historic structures.
- Prohibit billboards (Off-premise signs) in the Pear Park neighborhood.
- Adopt street sections that provide safe access for all modes of transportation and incorporate medians and tree lawns wherever possible.
- Maintain and enhance ditches, canals, and drainage facilities to be special features and amenities of the neighborhood and to improve the quality of stormwater runoff.

- Design and install "gateway" features at D Road and 28 Road, 29 Road and the river, 29 Road and the proposed viaduct, 30 Road and the underpass, and 32 Road and D, D 1/2, and E Roads.

- The City and County will improve night lighting of pedestrian trails and trail connections to subdivisions and in parks to provide a better deterrent to crime and illegal activities.

- The City of Grand Junction will identify preferred site(s) for a law enforcement substation or fire station/training facility.

- Develop a plan to resolve the double taxation in annexed areas within the Clifton Fire District.

- The City, County, and 5-2-1 Drainage Authority will work together to develop stormwater best management practices for the Colorado River floodplain within the planning area.

- Develop and adopt Code language (*Mesa County Land Development Code* and the City of Grand Junction's *Zoning and Development Code*) that establishes a Pear Park Colorado River Corridor overlay zone district addressing:

1. Channel stability to assure adequate setbacks are provided to account for the inherent instability of the channel and recognize that river movement across the landscape is a natural process that may be accelerated by development.

2. Scenic views of the river, its natural setting and features, Grand Mesa, Mt. Garfield, the Bookcliffs, and the Uncompahgre Plateau.

3. The Colorado National Heritage Program report as a guiding document for the protection of sensitive species.

4. Recreational features located and designed to avoid or minimize impacts to unique vegetation, wildlife habitats, water quality, and other environmental values.

5. Multiple implementation tools such as conservation easements, land acquisition, enforcement of existing floodplain regulations, and other conservation techniques, to protect the Colorado River's 100-year floodplain.

6. Best management practices for resource protection that considers both on-and off-site impacts from development.

7. Specific, identified high-priority resources and long-term plans for management and protection.

- Gravel extraction shall occur as shown on the Pear Park Neighborhood Plan Mineral Resources Map.

- Mesa County should revise the no shoot boundary along the Colorado River. Specifically, move the existing west boundary, which is just west of Indian Road, east to 29 Road. Move the existing north boundary (D Road) south to C 1/2 Road.

Rick Dorris came forward to address transportation and access management issues. He continued with a Powerpoint presentation containing the following slides: 1) Access Management Plan; 2) 2030 traffic model; 3) the four access options at 30 and D Roads; and 4) cross-sections of the D and D 1/2 Road, hybrid collector, 31 Road, and E Road intersections. With the possible exception of 29 Road, it was felt that three lanes or less would handle projected traffic to the year 2030. The 29 Road corridor would be five-laned. Mr. Dorris referenced the Access Management Plan which both identified access points that weren't flexible and those areas where access could be more flexible. Limiting access maintained capacity while making travel along roadways safer. He said that some developing properties may be permitted a "temporary access" until adjoining properties were developed; permanent access would then be constructed in conjunction with the Pear Park Neighborhood Plan, and the temporary access would be eliminated. Mr. Dorris noted on the Access Management Plan where interconnectivity between developed and undeveloped neighborhoods would occur, but added that while the map depicted a preferred pattern, that pattern was not cast in stone.

Mr. Dorris noted the four access options at D and 30 Roads and referenced the preferred option. He stated that wider sidewalks and pedestrian paths were planned for the area. The D and D 1/2 Road corridors would have two 8-foot-wide detached sidewalks in addition to its three-laned street section. If future growth should necessitate expansion to five lanes, there was sufficient right-of-way to accommodate the expansion and reduce the width of sidewalks. The 31 Road corridor would have a detached sidewalk along the west only, since a wash was located along the east. The south side of the E Road corridor was already developed with an attached walk, curb, and gutter. An 8-foot-wide detached sidewalk would be constructed along its north side. A brief explanation of the hybrid collector street was provided. It would be constructed in areas near schools and in areas where large numbers of pedestrians were expected, more interior to subdivisions and not on main arterials.

Dave Thornton came forward to address land use issues and growth. He continued with a Powerpoint presentation, which contained the following slides: 1) land use and growth issues outline; 2) community image and character

outline; 3) photos of housing types and signage; 4) Future Land Use Map; 5) Area 1 land use options; 6) proposed options for other areas; 7) environmental resources outline; 8) Bureau of Reclamation request to change land designation from "Park" to "Conservation"; 9) schools, parks and trails outline; 10) map depicting four areas where parks could be located; 11) Urban Trails and Transportation Map; 12) study area; 13) findings of fact and conclusions; and 14) proposed Plan adoption schedule.

Mr. Thornton said that there were four outstanding land use issues that were unresolved during the last Growth Plan update process. They included:

1. Change to Residential Medium (4 to 8 units per acre) that area north of D 1/2 Road between 29 and 29 1/2 Roads south of the railroad tracks; make the area east of 29 1/2 Road to 30 Road south of the railroad tracks Commercial/Industrial on the north and Residential Medium on the south (Option 3 for Area 1).

2. Increase the density from Residential Medium to Residential Medium High (8 to 12 units per acre) for the area east and south of the neighborhood commercial area at the southeast corner of 29 and D Road, established in 2003 (Option 3 for Area 2).

3. Change from Residential Medium Low (2 to 4 units per acre) to Commercial on the northeast corner of E Road and 30 Road (Option 1 for Area 3).

4. Change from Residential Medium (4 to 8 units per acre) to Commercial the southeast corner of 31 Road and D 1/2 Road as a future site for neighborhood commercial (Area 4). This would accommodate a development similar in size to the Safeway shopping center at 29 and F Roads.

Staff was also proposing to change the land use designation from "Park" to "Conservation" for the Bureau of Reclamation property located between 30 and 31 Roads south of D Road. Its current designation of "Park" did not accurately reflect the property's use.

With regard to community image and character, there had been concerns expressed at public open houses over some of the development plans occurring in the area. The proposed Plan would incorporate higher design standards for both residential and commercial development. As the area became more urban, there would be a focus on making the area's drainageways and ditches more like amenities. The Plan addressed the need to give the area an identity, to identify historic structures and perhaps incorporate some of those architectural characteristics into new developments. Mr. Thornton referenced photos of signage and a cell tower and said that the Plan identified preferred signage options in commercial areas.

Mr. Thornton said that the School District had been very involved in the Pear Park planning process. Identifying new school sites was a high priority, and Mr. Thornton referenced a slide outlining site selection criteria. Another two elementary schools were needed for the area. Neighborhood parks were also necessary amenities, and four areas were identified as possible park sites. School property often doubled as park sites, and combining school and park sites could lessen overall costs. Rocky Mtn. Elementary School would be used as a model.

Mr. Thornton said that planning commissioners would hear testimony from the public asking to change the land use designations on the Future Land Use Map for certain parcels between 30 and 32 Roads, south of D Road. Planning commissioners could opt to approve the requests and change the map with this evening's public hearing; they could choose to take no action at this time; or they could direct staff to create a planning process used to focus on the proposed changes, and in early 2005 staff would meet with property owners to review possible benefits and impacts from their requested changes. Staff would then submit findings to both planning commissions for their consideration.

Mr. Thornton referenced several review agency comments and a petition submitted by property owners in Area 1 asking for a change in land use designation on the Future Land Use Map. Those items had not been submitted with the original Project Review Staff Report but were being made available for planning commissioner consideration.

Both City and County staffs concluded that the Pear Park Neighborhood Plan, as proposed, met Code and Growth Plan criteria, and was consistent with the intent of the Persigo 201 Agreement. Approval of the Plan was requested, with the following conditions, and a proposed approval schedule was briefly outlined.

1. Incorporate comments received from the Bureau of Reclamation, letter dated November 16, 2004.
2. Incorporate comments received from mesa State College as per e-mail on November 9, 2004 from Erik van de Boogaard.
3. Revise the "Future Land Use Study Area" map (p. 49) to show only the approved Future Land Use Map changes.
4. Insert the corresponding approved street circulation into the "Transportation and Access Management Plan" map (p. 21, and the "Conceptual Local Street Network Plan" map (p. 25) in the final plan document and remove the "Four Land Use Options Proposed Street Circulation" map (p. 27) from the final plan document.

5. On the Future Land Use Map (p. 49), change the Colorado River Wildlife Area/Orchard Mesa Wildlife Area from "Park" designation to "Conservation" and include an implementation strategy and background information in the final plan document.

6. Add language to the background section of the "Land Use and Growth Chapter" (p. 44) regarding annexation incentives discussed in the 1998 City/County Persigo Agreement.

7. Correct minor formatting errors, grammar, word choice, typos, etc. throughout the final plan document.

### **QUESTIONS**

Chairman Kresin asked if any members of the PIAG were in attendance, and those that were present identified themselves by standing. They were thanked for their participation in the planning process.

Chairman Kresin asked Mr. Dorris why the 32 Road access points hadn't been referenced on the Access Management Plan. Mr. Dorris said that those intersections were fairly well established, and anything fronting 32 Road could likely gain access from a secondary street (e.g., D, D 1/2 or E Roads).

Chairman Kresin asked for clarification on the number of lanes expected for 29 Road. Mr. Dorris said that there would be two through lanes for each direction with one center turning lane, for a total of five lanes.

Commissioner Redifer asked how traffic projection data had been obtained for the 2030 Model. Mr. Dorris explained that there would be more connectivity coming into the area via 30 Road and 29 Road. The 31 1/2 Road connection could eventually be closed off and another connection made from I-70B to the Pear Park area via 31 Road. It was expected that future traffic dispersion would be better than it was presently. When asked if it was thought that most of the Pear Park traffic would be directed to 29 Road, Mr. Dorris replied affirmatively.

Commissioner Lowrey felt that most of the people living in the Pear Park area traveled to other parts of the City for employment, shopping, recreation, etc. He hoped that there would be a sufficient number of commercial areas developed where people could obtain goods and services without so much traveling across town. If not, he felt that traffic projections for D, D 1/2, and E Roads were probably too low. If that were the case, was there sufficient right-of-way to expand those corridors to five lanes? Mr. Dorris said that the 80-foot-wide rights-of-way along D and D 1/2 Roads would accommodate future lane expansion along those corridors should the need dictate; however; the 2030 model projected that three lanes would accommodate traffic along D, D 1/2, and E Roads well into 2050. With regard to neighborhood commercial sites, Mr. Dorris said that they would not offer movie theatres and mall-scale shopping.

Chairman Kresin asked if traffic projections would still result in some levels of intersection failure, i.e., traffic sitting through two or more red lights at a single intersection. Mr. Simms said that a model on that scenario had not been done. If requested, he could undertake one and come back before the planning commissions with his findings. Mr. Simms expounded on how a traffic model was formulated, using the projections of population, employment and other factors. Given all of those factors, and with build-out of the area expected by 2030, he felt comfortable with the numbers reflected on the 2030 model. He also offered to provide a directional traffic model if that would help provide planning commissioners with additional clarification. Chairman Dibble said that a directional model would indeed be helpful.

Mr. Dorris reminded planning commissioners that with completion of the 29 Road extension, much of the area's traffic would be through traffic from Orchard Mesa and other parts of Grand Junction.

Commissioner Lowrey asked if the same 80-foot-wide right-of-way existed along E Road, to which Mr. Dorris responded negatively.

Commissioner Bonella wondered what would happen to the bike paths along D and D 1/2 Roads if they were expanded to five lanes. Mr. Dorris said that there would still be attached bike paths there.

Commissioner Bonella asked if there were sufficient easements already procured from property owners to expand street widths to five lanes, to which Mr. Simms replied affirmatively.

Commissioner Binder wondered why so little focus was being given to developing neighborhood commercial business centers. By locating the majority of businesses in or near the mall, North Avenue, or other larger nodes away from residential areas, it forced people to incur more trips per day, resulting in more miles traveled, increased pollution, and more traffic impacts. Mr. Simms said that while neighborhood commercial nodes had been identified, businesses typically wanted to locate in areas with higher traffic volumes. Also, people seemed to generally prefer living in one area and doing their business elsewhere.

Mr. Thornton offered some additional clarification on the various commercial options explored for the 29 and D Road intersection. If expanded according to Option 2, approximately 70 acres would be designated Commercial. Development to so large a scale would result in a commercial center appealing to a more regional area, versus a neighborhood area. He cited the Safeway complex at 29 and F Roads, an approximately 11-acre parcel that served that area with a variety of businesses but ones that were smaller in scale. Commissioner Binder said that commercial development in the Pear Park area

would likely be used by Orchard Mesa residents as well. If not planned for, she said, it would never occur. Mr. Thornton referenced the large amount of commercial property along the 24 Road corridor. Plenty of land was there; yet, little new commercial development had actually taken place.

Commissioner Lowrey shared Commissioner Binder's concerns but agreed with Mr. Simms that businesses typically wanted to be located next to other businesses. Since people apparently liked living in one place and traveling to other areas for goods and services, he just wanted to make sure that those personal preferences were accounted for in the traffic model.

Mr. Thornton pointed out that with completion of the 29 Road expansion, North Avenue businesses would be very close and easily accessible by Pear Park and Orchard Mesa residents.

Chairman Kresin asked if the model accounted for internal traffic patterns generated by new schools, and did it take into consideration the new Riverside Parkway? Mr. Simms replied affirmatively to both questions.

A brief recess was called at 8:37 p.m. The public hearing reconvened at 8:50 p.m.

### **PUBLIC COMMENTS**

Marianne Traver (2967 D 1/2 Road, Grand Junction) felt that 8-foot-wide sidewalks were excessive, especially along 29 Road. She felt that 5 to 6-foot-wide sidewalks would be sufficient and be more appealing. She expressed concerns over what she felt were "ugly" developments being constructed in the Pear Park area. Was there any way to ensure more aesthetically-designed developments in the future, ones more in keeping with the intent of the Pear Park Plan? Also, was there any way to require developers of projects currently under consideration to adhere to the Plan's more aesthetic design approach?

Robert Fulcher (2991 and 2996 Teller Avenue, Grand Junction) referenced his property at the corner of 30 Road and I-70B, the one the City wanted to "downzone" from I-2 to Commercial. He wondered what mediation was available to him to keep this from happening.

J.D. Miller, president of Habitat for Humanity, (P.O. Box 4947, Grand Junction) made a brief presentation on the benefits provided to the community through the efforts of Habitat for Humanity, and he passed out copies of his letter and a site location map to planning commissioners.

Jerry Tucker, also with Habitat for Humanity, said that in early November they had been approached about buying a piece of property in the Pear Park area. For the development of the property to be viable, he asked planning commissioners to consider changing the land use designation from Estate to



Residential Medium (4-8 units/acre). A higher density would allow them to construct more homes, help more people, keep costs down, and lower the taxes that homeowners would have to bear. Their development would be aesthetically pleasing and would be consistent with both the City's and County's goals of providing affordable housing. Their project would represent good infill and provide a number of community benefits.

Commissioner Lowrey said that he'd had ex parte discussions with the folks from Habitat for Humanity outside the public hearing venue. He was privy to other information that other planning commissioners may not have.

Commissioner Redifer explained that he too had had independent conversations with the Habitat folks, but he didn't feel that his interaction posed any conflict of interest.

After a brief discussion, it was concluded that no conflict of interest existed in either commissioner's case.

Chairman Kresin asked why Habitat's representatives had not participated in the neighborhood planning process until now. Mr. Miller explained that the subject parcel had only been made available to them in November and by that time the planning process had almost been completed.

### **RESPONSES TO PUBLIC QUESTIONS**

Mr. Thornton said that 8-foot-wide sidewalks had been deemed better by experts for pedestrian usability. People could walk side by side or pass each other without anyone having to step out into the street to avoid oncoming pedestrian traffic. Smaller width sidewalks were effective along streets such as 7th Street because of the wide park-like strip located between the sidewalk and street. Based on the findings of experts, staff concluded that 8-foot-wide sidewalks were better if the goal was to try and build a better community.

Chairman Kresin asked if all proposed sidewalks would be 8 feet wide. Mr. Hahn said that 6-foot-wide sidewalks were the standard, if attached. Detached sidewalks were typically 8 feet wide.

Mr. Thornton said that with regard to Ms. Travers' concern over design standards, there were no actual standards incorporated into the Pear Park Neighborhood Plan. The Plan did, however, identify the need to implement design standards. The next step would be for both City and County planning staffs to determine just what standards would be appropriate.

Chairman Kresin asked if this would likely result in changes to both the City and County Zoning and Development Codes, Mr. Thornton responded affirmatively.

When Chairman Kresin asked about Mr. Fulcher's concerns over the land use designation of his property, Mr. Thornton referenced an available slide of the area in question and said that no zoning changes were being proposed for Mr. Fulcher's property. The land use classification on the Future Land Use Map for his property had been previously designated commercial, and the surrounding area commercial industrial. No changes were proposed with the Pear Park Plan. The land use designation did not impose any actual changes in zoning. His property would remain unaffected unless its current use changed. Mr. Fulcher interjected that his property had always been I-2, and he wanted it to remain I-2, both in zoning and in land use classification. He intended to bring a rail spur up to his business. Mr. Thornton said that without knowing the nature of Mr. Fulcher's business, he could not say with certainty that there would be an issue if a less intense zoning classification was applied. He added that rail spurs were not exclusive to I-2 zoning.

Chairman Kresin felt that due consideration should be given to the zoning already there in place on Mr. Fulcher's property. If the use was heavy industrial and the zoning had been I-2, why wouldn't the land use map reflect what was there? Mr. Thornton explained that with the Land Use Map's adoption in 1996 it designated the area as a mixture of commercial and commercial/industrial. The City's primary concern was over the potential for heavy commercial truck traffic traveling between the commercial/industrial uses and the adjacent residential neighborhoods.

With Chairman Kresin's permission, Mr. Fulcher came forward and stated that a lot of time and research had gone into finding his property, and he'd put a lot of money into his business. He wanted assurances that his business would be unaffected in any way by the City's changing the land use classification from I-2 to Commercial/Industrial. If his property were deemed non-conforming under the current land use designation, it would affect any attempts to expand the business or sell his property. Also, if destroyed by fire, he could not rebuild, so it would affect his insurance coverage. Chairman Kresin suggested that perhaps Mr. Fulcher could submit a request for a Growth Plan Amendment.

With regard to Habitat for Humanity's request, Mr. Thornton said that given Habitat's recently received submittal, staff had not had a chance to sufficiently review the request. Other properties within the designated study areas, those also seeking Growth Plan Amendments, had already had or would have their general meetings prior to February's submittal deadline. Habitat's representatives indicated that they too would like to submit at the end of February. Mr. Thornton reiterated that one planning commission option included hearing all of the Growth Plan Amendment requests at the same time.

Chairman Dibble said that he would be in favor of postponing consideration of the individual land use reclassification requests until such time as planning commissioners could consider the area as a whole.

## **DISCUSSION**

Commissioner Gardner referenced a letter in planning commissioner packets from Mr. Aldrich, legal counsel for the Grand Valley Canal Company, who continued to express strong opposition to the inclusion of canal banks as part of the urban trails system. Pending resolution of their dispute with the City, Commissioner Gardner asked if perhaps references to canal banks as future trails on the Urban Trails Map, a portion of which had been included as part of the Pear Park proposal, could be deleted. Mr. Thornton said that everything on the portion of the Urban Trails Map referenced previously had already been adopted. Changes would have to be brought forth and considered in a separate public hearing. While everyone hoped that issues between the City and the Grand Valley Canal Company could be resolved, from a planning perspective, it was prudent to reflect all possible trail segments.

Chairman Kresin recalled that during deliberations on the Urban Trails Master Plan, the City had voted for the plan but the County had voted against it as it pertained to County-situated trail segments. Mr. Fife came forward and said that changes to the Urban Trails Master Plan had been adopted in 2000. At that time the City's Planning Commission had agreed to adopt the changes but the County's Planning Commission had opted to reject the proposed changes. Thus, while the Master Plan was left unchanged for lands within County jurisdiction, the Master Plan itself had not been rescinded. Future trail segments shown along canal banks within County-jurisdictioned lands had been reflected on the adopted Master Plan since 1993.

Commissioner Gardner felt that changing the verbiage to reflect "potential path" versus "future path" gave less assurance to the public that a path would be constructed or legally recognized there. He acknowledged and agreed with the canal company's concerns over liability.

Mr. Fife said that having a plan for possible trail connections was no different than having a plan for possible street connections. Nothing was cast in stone until it actually occurred, and the Master Plan had disclaimers over future trail segments stating that no connections could be used without having first received permission from all parties.

Commissioner Bonella wondered why anyone would want a trail connection so close to a hazard. He agreed with the canal company's liability concerns and felt that all references to canal bank trails should be removed from the Master Plan.

Commissioner Lowrey said that in the City of Sacramento, California, highways and pedestrian paths were routinely constructed over the City's many levees.

Mr. Fife said that staff intended to bring the Urban Trails Plan back before planning commissioners. He suggested that a broader discussion of trails could be undertaken at that time.

Chairman Kresin remarked that making trails viable along canal banks would require the permission of every property owner along those proposed trail segments. Mr. Fife reiterated his suggestion that planning commissioners consider the bigger trails picture when they could see the entire Urban Trails Plan.

Commissioner Redifer felt that this was not the time nor the place to propose piecemeal changes to the Master Plan when only a portion of it had been included with the Pear Park Plan and only as a means of reference. Changes to any part of the Urban Trails Master Plan was outside the scope of the current Pear Park Neighborhood Plan proposal.

Commissioner Nobel concurred and thought that trails issues would be better addressed at another time.

Additional discussion over reflected canal bank trail segments ensued. Chairman Kresin asked that the same legend adopted as part of the Urban Trails Master Plan be reflected on the portion included as a reference in the Pear Park proposal.

Commissioner Binder wondered why planning commissioners were even discussing this, since the Urban Trails Master Plan had already been adopted.

Chairman Kresin asked for clarification on the land use designation change request submitted by Mr. Beagley for his property at 29 and D 1/2 Roads. Mr. Thornton said that Mr. Beagley had canvassed the neighborhood and had secured the support of 8 of the neighborhood's 15 property owners for option 3.

Commissioner Pitts referenced Mr. Fulcher's property and asked if annexation would be triggered with any expansion of that business. Mr. Thornton said that the current use could be expanded up to another 10,000 square feet without triggering annexation.

Chairman Dibble asked if any other conditions were added to the list outlined in the Project Review Staff Report. Mr. Thornton said that only if planning commissioners chose the option of grouping the land use classification change requests into a study area would there be another condition.

At Chairman Dibble's request, Mr. Thornton read into the record the verbiage that would comprise the eighth condition of approval, to read as follows: "City and County planning staff shall conduct a planning process to focus on the potential changes, if any, for the area defined by 30 Road to 32 Road, south of D

Road to the Colorado River, in addition to the Teller Court area west of 30 Road. The study would occur in the first quarter of 2005 and involve a focus group comprised of various interests (property owners, etc.), with alternatives and recommendations coming back to the joint planning commissions in the spring of 2005." This verbiage drew general assent from both City and County planning commissioners.

Commissioner Binder referenced school siting criteria item 4 and expressed concern that new schools would be situated on arterial streets. She felt that this could create long-term traffic and safety concerns. Mr. Thornton said that while the siting criteria would be used as a guideline, it did not mean that each criterion would be perfectly followed. When asked, Mr. Thornton said that several sites were currently under School District review.

Chairman Dibble spoke on behalf of the Grand Junction Planning Commission and made the following findings: "Planning staff of the City of Grand Junction and Mesa County find that the Pear Park Neighborhood Plan is consistent with the review and approval criteria of the respective regulations of each entity and recommends with the additions/corrections identified in this staff report that:

1. The Mesa County Planning Commission approves the Pear Park Neighborhood Plan as an amendment to the Master Plan and adopt a resolution adopting and certifying the amendment to the Mesa County Board of County Commissioners; and

2. The Grand Junction Planning Commission recommends approval of the Pear Park Neighborhood Plan to the Grand Junction City Council."

With that, the following motions were made:

Grand Junction Planning Commission:

**MOTION: (Commissioner Pitts) "Mr. Chairman, on item PLN-2004-247, Pear Park Neighborhood Plan, I propose that we forward to City Council our recommendation of approval, with the additions and corrections as stated in the staff report [including approval condition 8, to read, 'City and County planning staff shall conduct a planning process to focus on the potential changes, if any, for the area defined by 30 Road to 32 Road, south of D Road to the Colorado River, in addition to the Teller Court area west of 30 Road. The study would occur in the first quarter of 2005 and involve a focus group comprised of various interests (property owners, etc.), with alternatives and recommendations coming back to the joint planning commissions in the spring of 2005.']"**

Commissioner Lowrey seconded the motion.

A vote was called and the motion passed unanimously by a vote of 7-0.

Mesa County Planning Commission:

**MOTION: (Commissioner Bonella) "Mr. Chairman, on item 2004-110-MP1, Pear Park Neighborhood Plan, I propose that we approve the Pear Park Neighborhood Plan with the additions and corrections as stated in the staff report, as an amendment to the Master Plan, and adopt a resolution (No. MCPC-2004-03) adopting and certifying the amendment to the Mesa County Board of County Commissioners. For the attachments, please refer to the copy of Staff Report dated November 29, 2004, a copy of the Pear Park Neighborhood Plan, the November 16, 2004 letter from the Bureau of Reclamation, the November 9th e-mail from Mesa State College, Mesa County Resolution No. MCPC-2004-03, City Council Resolution, also the additions and changes to the Urban Trails Map as proposed tonight [to reflect on that portion of the Urban Trails Map referenced in the Pear Park Neighborhood Plan presentation and depicting existing and proposed trail segments in the Pear Park area the applicable legend, disclaimers and references shown on the larger Urban Trails Master Plan] and [the addition of condition 8, to read, 'City and County planning staff shall conduct a planning process to focus on the potential changes, if any, for the area defined by 30 Road to 32 Road, south of D Road to the Colorado River, in addition to the Teller Court area west of 30 Road. The study would occur in the first quarter of 2005 and involve a focus group comprised of various interests (property owners, etc.), with alternatives and recommendations coming back to the joint planning commissions in the spring of 2005.']"**

Commissioner Domet seconded the motion.

Chairman Dibble asked if the County's inclusion of the Urban Trails Map modification should be reflected in the City's motion as well. Ms. Kreiling came forward and said that the County's motion only asked that what was shown on the Master Plan was also shown on the smaller excerpt; no changes were actually being made to either map, so no additional City motion would be necessary.

A vote was called and the motion passed unanimously by a vote of 6-0.

The public hearing was adjourned at 10 p.m.

## CITY OF GRAND JUNCTION

### RESOLUTION No. \_\_\_\_\_

#### **A RESOLUTION ADOPTING THE PEAR PARK NEIGHBORHOOD PLAN AS A PART OF THE GRAND JUNCTION GROWTH PLAN**

##### Recitals:

The Pear Park Planning area is located east of 28 Road, west of 32 Road, south of the Union Pacific Railroad and north of the Colorado River. The City of Grand Junction *Growth Plan* and *Mesa Countywide Land Use Plan*, adopted in 1996, and updated in 2003, provides the basis for this more detailed neighborhood plan.

The Steering Committee for the 2003 update for the *Growth Plan* and *Mesa Countywide Land Use Plan* was concerned with the future needs of the Pear Park Neighborhood, a rapidly growing part of the community, especially parks, schools and other infrastructure needs. They recommended that an area plan be prepared for Pear Park. The City Planning Commission and Mesa County Planning Commission endorsed that recommendation. The Grand Junction City Council reinforced this need by making the Pear Park Neighborhood Plan a priority for the 2004 work program.

The *PEAR PARK NEIGHBORHOOD PLAN* process included public open house meetings, focus groups, and public institutional advisory group meetings conducted over the course of the past year.

The Grand Junction Community Development staff and Mesa County Planning Department staff made recommendations for approval of the proposed plan in a Project Review dated November 29, 2004. The City of Grand Junction and Mesa County Planning Commissions (Planning Commissions) held a joint public hearing on the *PEAR PARK NEIGHBORHOOD PLAN* on December 9, 2004, after proper notice.

The Grand Junction Planning Commission at the December 9, 2004 hearing found that the proposed *PEAR PARK NEIGHBORHOOD PLAN* is consistent with the review and approval criteria of section 2.5.C of the *Grand Junction Zoning and Development Code*

The Grand Junction Planning Commission recommends to City Council approval of the December 9, 2004 draft Pear Park Neighborhood Plan which incorporates

changes made by Planning Commission at their December 9, 2004 joint public hearing with Mesa County Planning Commission.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE PEAR PARK NEIGHBORHOOD PLAN IS HEREBY ADOPTED, WITH THE CHANGES RECOMMENDED BY THE PLANNING COMMISSION, AND MADE A PART OF THE GRAND JUNCTION GROWTH PLAN.

PASSED on this 5th day of January, 2005

ATTEST:

---

City Clerk

---

President of the Council



**Attach 28**

Adoption of 2005-2006 Strategic Plan

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
<b>Subject</b>	City Council's Strategic Plan 2005/6						
<b>Meeting Date</b>	05 January 2005						
<b>Date Prepared</b>	28 December 2004				<b>File #</b>		
<b>Author</b>	David Varley			<b>Assistant City Manager</b>			
<b>Presenter Name</b>	David Varley			<b>Assistant City Manager</b>			
<b>Report results back to Council</b>		<b>No</b>	X	<b>Yes</b>	When		
<b>Citizen Presentation</b>		<b>Yes</b>	X	<b>No</b>	Name		
	<b>Workshop</b>	X	<b>Formal Agenda</b>		<b>Consent</b>	X	<b>Individual Consideration</b>

**Summary:** City Council developed a Strategic Plan in 2002 and formally adopted it in January 2003. The purpose of the Plan was to identify both long-term direction for the City and nearer-term goals, objectives and action steps for the City organization. In 2004 City Council and management staff reviewed and updated the City's original Strategic Plan. The proposed resolution will adopt the City's 2005/6 Strategic Plan.

**Action Requested/Recommendation:** Adopt the resolution.

**Attachments:**

- 1) 2005/6 Strategic Plan
- 2) Resolution adopting 2005/6 Strategic Plan

**Background Information:**

The Strategic Plan contained Action Steps that were to be accomplished in 2003 and 2004. The overriding commitment inherent in the Plan was the City's continued support of the strong services and programs residents expect from the City and the superior service standards the City expects of itself.

In addition to reviewing and confirming the six Solution Areas the update also included a scientifically valid telephone survey of over 400 residents and nine neighborhood meetings to discuss the plan and receive citizen input.

The result of this Plan review is a confirmation of the original Strategic Plan and contains objectives to be met during 2005 and 2006. This Plan will be a guiding document for the City for the next several years. Adoption of this resolution will formally adopt the Council's 2005/6 Strategic Plan.





## Strategic Plan (2002 – 2012)



# Plan Update 2005/6

05 January 2005

Solution  
Areas

Goals



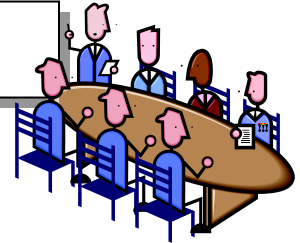
## Preamble

The following statements reflect beliefs of the City of Grand Junction that serve as fundamental principles applicable throughout this Plan.

- **As called for in the Grand Valley Vision 20/20 document, the City of Grand Junction is committed to establishing partnerships and working collaboratively as it fulfills its responsibilities for community planning and problem-solving.**
- **The City recognizes that growth and its impacts are of great importance to local residents. The City's intent is to manage growth so that it is of high quality and is well planned.**
- **The City is supportive of issues dealing with youth/families and education at all levels and will cooperate with those primarily responsible for those valued areas of community life.**



# Plan Background



## The Intent of the Plan

The City of Grand Junction initiated the development of its long range Strategic Plan in early 2002 to identify both long-term direction for the City and nearer-term goals, objectives and action steps for the City organization. The Plan is intended to specifically build on, but not be limited by, the broad Grand Valley Vision 20/20 Plan.

The overriding commitment inherent in this Plan is the City's continued support of the strong services and programs residents expect from the City and the superior service standards the City expects of itself.

## Plan Development

In 2002 a Strategic Plan Team was formed composed of all seven members of City Council, the City and Assistant City Managers, the City Attorney and the City's senior staff. This team developed Strategic Issues and Directions that would be critical to the City of Grand Junction during the next 10 years. The development of the original Plan included a review of approximately 20 plans from other organizations in the Valley to identify common themes, administration of a statistically valid telephone survey of 435 residents and nine neighborhood meetings to review the Plan Directions and Goals with local residents and ask for their responses. The final Plan was adopted by the City Council in January 2003 and included specific Action Steps to be accomplished during 2003 and 2004.



During the summer of 2004 the City began the process of developing a two-year update to the Strategic Plan. Once again, this process included nine separate neighborhood meetings to discuss the Plan with our citizens and a statistically valid telephone survey of over 400 Grand Junction residents. The 2004 Citizen Survey Report contains additional information as it compares the results of the 2004 survey with the results of the 2002 survey.

This two year update of the Strategic Plan was adopted by the City Council in January 2005. This update will be a guiding document for the City and contains specific Objectives that are to be accomplished during 2005 and 2006. Several of the issues identified in this Strategic Plan Update will be addressed using "teams" consisting of City Council Members and City staff. Also, City staff will track the progress of all Objectives and will provide regular progress reports to the City Council.

# City Mission and Values

## CITY OF Grand Junction

**Our mission is to create a great community.**

**We will:**

- **Act with openness, respect, integrity, accountability and equality;**
- **Preserve and promote health, safety and quality of life;**
- **Provide exceptional municipal services.**

**We embrace the Motto and Values adopted by the City's employees:**

**Motto: United in service to our community.**

Core Values and Action Statements:

Integrity – We hold ourselves accountable to the highest level of honesty, truthfulness and ethical conduct.

Professionalism – We are committed to the highest level of professional standards by recruiting and developing highly trained, skilled and motivated employees.

Teamwork – We embrace a spirit of teamwork, empowerment, cooperation, collaboration, communication and community involvement.

Honesty – We are truthful and open in our interactions with each other and with citizens of our community.

Creativity – We encourage innovative and creative approaches to problem solving.

Fairness – We treat everyone and all situations in an impartial, equitable, sensitive and ethical manner.

Respect – We believe that all people deserve to be treated with respect, sensitivity and compassion by showing understanding and appreciation for our similarities and differences.

Customer Service – We strive to gain the public's confidence and trust by providing friendly, efficient and effective service.



A Balance of  
Character,  
Economy and  
Environment

Vital  
Neighborhoods

Efficient  
Transportation

**CITY  
MISSION**

*To create  
a great  
community*

Shelter and  
Housing  
That Are  
Adequate

Open Spaces  
and  
Community  
Appearance

Responsible  
Young  
Citizens

# **SOLUTION: A BALANCE OF CHARACTER, ECONOMY AND ENVIRONMENT**

Our community will encourage the values that reflect our small town character while supporting a strong, diverse and growing economy. We will continue to live in a well planned environment supported by exceptional services and physical infrastructure with a commitment to preserving, conserving and re-using resources. (10-15 years)



**1-Goal: Develop and maintain public and private sector partnerships which enhance economic opportunities. (3-5 years)**

## **→OBJECTIVES:**

1A Promote a consolidation of local economic development efforts.

1B Implement a process that involves the City and other funding partners in a meaningful way early on in the economic development process.

1C Be prepared to use site and infrastructure pre-development as a planning tool for targeted economic development.

1D Commission a wage and benefit study of private sector positions to compare Grand Junction to other comparable communities.



**2-Goal: Emphasize neighborhood and area citizen-based planning. Adhere to plans once adopted and emphasize high quality development. (3-5 years)**

## **→OBJECTIVES:**

2A Evaluate zoning and infrastructure as tools to encourage development along major corridors.

2B Explore citizen-based planning.

**3-Goal: Continue to promote conservation, reuse and development of our resources. (3-5 years)**

## **→OBJECTIVES:**

3A Identify strategies for keeping green waste out of the landfill.

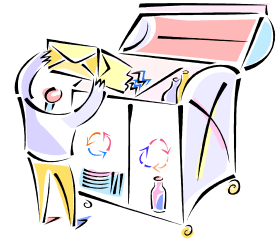
3B Work with the Western Slope Clean Cities Coalition to introduce increased alternative fuel options to Grand Junction.

3C Increase public education about the City's recycling program.

3D Increase public education about water conservation.

3E Continue City water and energy conservation efforts.

3F Secure additional water storage and water rights for the City of Grand Junction.



4-Goal: Put in place strategies that enhance the small town atmosphere of our community. (3–5 years)

→ **OBJECTIVES:**

4A Continue public education with community partners about transient issues, including panhandling.

4B Expand community outreach by the City Council.

4C Research methods to facilitate more efficient and personal contact and communication between the City and its residents.

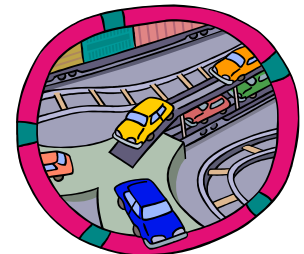
5-Goal: Continue to provide exceptional services to all areas of our community as we continue to grow. (3–5 years)

→ **OBJECTIVES:**

5A Communicate with neighborhoods to assess their views and needs for services.

5B Educate citizens about City services currently being provided.

**SOLUTION: EFFICIENT TRANSPORTATION**  
We will support all modes of efficient transportation throughout our community in collaboration with our regional partners. (10–15 years)



6-Goal: Develop a strategy to gain Colorado Department of Transportation support for better local utilization of I-70 as a transportation corridor. (3–5 years)

→ **OBJECTIVES:**

6A Work to obtain federal and state support to fund and build the 29 Road interchange at Interstate 70.

6B Participate with CDOT to develop future project funding which incorporates additional interchanges and upgrades existing ones.

**7-Goal:** Develop a long-term (30+ years) Master Road Plan, maximizing flexibility of the network. (3–5 years)

**→OBJECTIVE:**

**7A** Develop a 30 year transportation right-of-way plan.

**8-Goal:** Encourage the RTC to pursue a stable revenue stream to fund the Grand Valley Transit system. (3–5 years)

**→OBJECTIVE:**

**8A** Establish a limit on the City's financial contribution to Grand Valley Transit.



**9-Goal:** Explore a wide range of funding options (including bonds) to accelerate road construction. (3–5 years)

**→OBJECTIVES:**

**9A** Continue to evaluate and act on funding options (including bonds, tax policy, enterprise fund, partnerships, railroad, etc.)

**9B** Negotiate MOUs with our funding partners (Mesa County, CDOT, FHWA).

**9C** Sign an MOU with Mesa County regarding the 29 Road Viaduct and Interstate 70 interchange.



**10-Goal:** Encourage coordination and development of air, rail and surface transportation, both passenger and commercial/freight with providers of such service. (3–5 years)

**→OBJECTIVES:**

**10A** Review and evaluate the MPO's report and evaluate opportunities in the community to link various modes of transportation.

**10B** Encourage more discussion among area transportation providers regarding meeting regional transportation needs.

**11-Goal:** Develop a strategy and implementation plan for major transportation corridors (e.g. Highway 50-Orchard Mesa, I-70B, Highway 340, North Avenue). (3–5 years)

**→OBJECTIVES:**

- 11A Continue to examine CDOT swaps (City accepts responsibility and ownership in exchange for CDOT funding City projects).
- 11B Develop a transportation corridor plan for Highway 50 with CDOT and Mesa County.
- 11C Coordinate with CDOT, Mesa County and the RTC to establish goals and priorities for the I-70B corridor.
- 11D Review the Highway 340 Corridor Transportation Plan with Council.



## **S**OLUTION: *OPEN SPACES AND COMMUNITY APPEARANCE*

We will work to establish and maintain an attractive community, acquire and protect open space and create City entrances and corridors that reflect the natural beauty of the area. (10–15 years)

12-Goal: Develop and implement a plan for the beautification of entrances to the City of Grand Junction. (3–5 years)



### → **OBJECTIVE:**

12A Identify and prioritize the entrances and gateways appropriate for beautification and design a plan that includes common elements for each.

12B Identify partners and commit funding for

implementation.

13-Goal: Continue to support the efforts that maintain the buffer zones between Grand Junction, Palisade and Fruita. (3–5 years)

### → **OBJECTIVES:**

13A Increase awareness of the Buffer Zones Program with additional public relations efforts.

13B Continue active participation on the Purchase of Development Rights (PDR) Committee.

13C Continue financial support based on budgetary grant opportunities.

13D Seek annual review and evaluation by partners in the program.



resources and

**14-Goal:** Maintain active participation with other entities when appropriate and/or implement identified opportunities with City properties to preserve open space in the Grand Valley. (3–5 years)

**→OBJECTIVE:**

14A Continue to review City-owned property that may provide opportunities to preserve open space.

**15-Goal:** Re-evaluate the Parks Master Plan. (3–5 years)

**→OBJECTIVES:**

15A Evaluate and prioritize projects in the Parks Master Plan.

15B Review the report on school/park development models.



**16-Goal:** Facilitate efforts that sustain the historic character of the community. (3–5 years)

**→OBJECTIVE:**

16A By early 2005, complete phase II of the Historic Survey.

**17-Goal:** Evaluate and redefine the problem and level of effort required to manage weeds. (3–5 years)

**→OBJECTIVES:**

17A Evaluate the problem and complete a report.

17B Council, staff and community interests meet to identify potential solutions.

**SOLUTION: RESPONSIBLE YOUNG CITIZENS**  
Our young citizens are valued as important and responsible members of our community. (10–15 years)



**18-Goal:** Engage, listen and respond to youth. (3–5 years)

**→OBJECTIVE:**

18A Continue working with the Youth Council to survey youth to understand what activities are needed and evaluate and respond appropriately.

**19-Goal:** Continue to support community partnerships that promote positive behaviors in youth.  
(3–5 years)

**→OBJECTIVES:**

19A Identify the partnerships, appropriately support their needs and make the partnerships known to the youth.

19B Explore opportunities for City-departmental cooperation.



**20-Goal:** Continue supporting opportunities for youth to become involved in community affairs.  
(3–5 years)

**→OBJECTIVE:**

20A Review and report on City Council's role with the Youth Council. (This is ongoing.)

**21-Goal:** Support our youth council that is representative of all young citizens in our community. (3–5 years)

**→OBJECTIVE:**

21A Review the Youth Council's bylaws.

## **SOLUTION: SHELTER AND HOUSING THAT ARE ADEQUATE**

All City residents will have adequate shelter, whether their need is for permanent or temporary housing.  
(10–15 years)

**22-Goal:** Implement results of the Affordable Housing Forum with final adoption by participating partners of a common methodology to address housing issues throughout Mesa County. (3–5 years)



**→OBJECTIVES:**

22A Identify and convene policy level working partners, developing and promoting public/private partnerships to address funding opportunities and relationships with existing and potential public agencies, not-for-profits and the private sector.

22B With professional assistance discuss and adopt a common methodology to address housing issues.

22C Identify and allocate City resources (financial and other) available for project implementation.

22D Initiate and participate in the development of at least one project benefiting each of the target populations as identified at the Affordable Housing Forum.

22E Continue to participate in the staff level working group to coordinate information.

## **S**OLUTION: VITAL NEIGHBORHOODS

A vital, organized network of neighborhoods will exist throughout the City, linked with parks and schools and supported by City resources and active citizen volunteers. (10-15 years)



**23-Goal:** Adopt a plan to implement a neighborhood program. (3–5 years)

### → OBJECTIVES:

- 23A Conduct appropriate and thorough review of proposed program which would include Objectives 26A and 26B.
- 23B Develop a tracking and reporting structure on neighborhood program success for department head and City Council review.
- 23C Identify and allocate funds to support such a program over the long term.

**24-Goal:** Foster a small town community atmosphere by promoting and strengthening the neighborhood program to provide a framework for friendly cooperation. (3–5 years)

### → OBJECTIVES:

- 24A Develop specific events and activities in each neighborhood to build and enhance relationships.
- 24B Recognize the unique nature of each neighborhood and enhance the historic values and culture that are in place.



**25-Goal:** Expand the partnerships and broaden the strategy for joint development of public facilities, including neighborhood parks. (3–5 years)

### → OBJECTIVES:

- 25A Continue to meet with all potential partners to further enhance cooperative efforts.
- 25B Inventory all public properties to determine opportunities for joint use, trade or sale.



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION ADOPTING CITY COUNCIL'S STRATEGIC PLAN 2005/6**

**RECITALS:**

A. The Grand Junction City Council initiated the development of a Strategic Plan in early 2002 to identify both long-term direction for the City and nearer-term goals, objectives and action steps for the City organization.

B. The overriding commitment inherent in the Strategic Plan is the City's continued support of the strong services and programs residents expect from the City and the superior service standards the City expects of itself.

C. A Strategic Plan Team was formed composed of all seven members of City Council and the City staff management team. The team reviewed plans from other Grand Valley agencies, identified critical issues, developed Strategic Issues and Directions critical to the City in the next ten to fifteen years, contracted for a citizen survey and conducted nine neighborhood meetings.

D. As a result of this work the City's first Strategic Plan with Action Steps for 2003 and 2004 was adopted by City Council in January 2003.

E. In the spring of 2004 the City began a two year update of the original Strategic Plan. City Council worked with the management team to review and update the six major Plan Directions and the associated goals and objectives.

F. Once again, the City contracted for administration of a statistically valid random sample telephone survey of over 400 residents. Working with a professional research firm, the Team developed the survey as a means of assessing residents' interest in/awareness of the areas identified as Strategic Directions.

G. In order to inform and respond to citizens, Team members hosted a series of nine neighborhood meetings. The purpose of these meetings was to review the Plan Directions and Goals with local residents and ask for their responses.

H. The two year update to the City's Strategic Plan includes objectives to be accomplished during 2005 and 2006. The two year update, just like the original Plan, was developed to help improve the quality of life for Grand Junction citizens and it is intended to be a guiding document for the City Council and City staff.

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

1. The City's 2005/6 Strategic Plan, is hereby adopted.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

ATTEST:

---

Stephanie Tuin  
City Clerk

---

Bruce Hill  
President of the Council

**Attach 29**

**City Council District Boundary Adjustments  
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA									
<b>Subject</b>		City Council District Boundary Adjustments							
<b>Meeting Date</b>		January 5, 2005							
<b>Date Prepared</b>		January 4, 2005			<b>File #</b>				
<b>Author</b>		Stephanie Tuin		City Clerk					
<b>Presenter Name</b>		Kelly Arnold		City Manager					
<b>Report results back to Council</b>		X	No		Yes	When			
<b>Citizen Presentation</b>			Yes	X	No	Name			
	<b>Workshop</b>	X	<b>Formal Agenda</b>				<b>Consent</b>	X	<b>Individual Consideration</b>

**Summary:** The voting district boundaries were redrawn in 2000. At that time every effort was made to balance the population in the districts using the most current information and to keep communities of interest together. Since that time, tremendous growth has occurred in two districts – District B and C. The adjustments proposed could better balance the population in the five districts.

**Budget:** There is no budget impact since at this time the two documents that will be affected (the district maps and the City Charter) are scheduled for reprinting, pending the outcome of this proposal.

**Action Requested/Recommendation:** Adopt the proposed resolution which adopts the adjusted boundaries as outlined in Scenario 1 at the January 3, 2005 work shop.

**Attachments:**

District map depicting the map with the boundary adjustments  
Proposed Resolution

**Background Information:**

Estimated census numbers were used in 2000. Also, the growth that has occurred in the north and east areas of town and the number of annexations has had an impact on the balance of population within the districts.

Scenario 1, as discussed at the Monday workshop, will come much closer to balancing the population within the districts while still meeting the objectives originally set. Specifically the adjustments proposed will not affect seated Councilmembers, will maintain communities of interest and will not remove area from any Councilmember districts whose seats are up for election in 2005. The proposals shift areas from

Districts B and C, which are not up for election, to the two areas whose population has not grown as quickly.

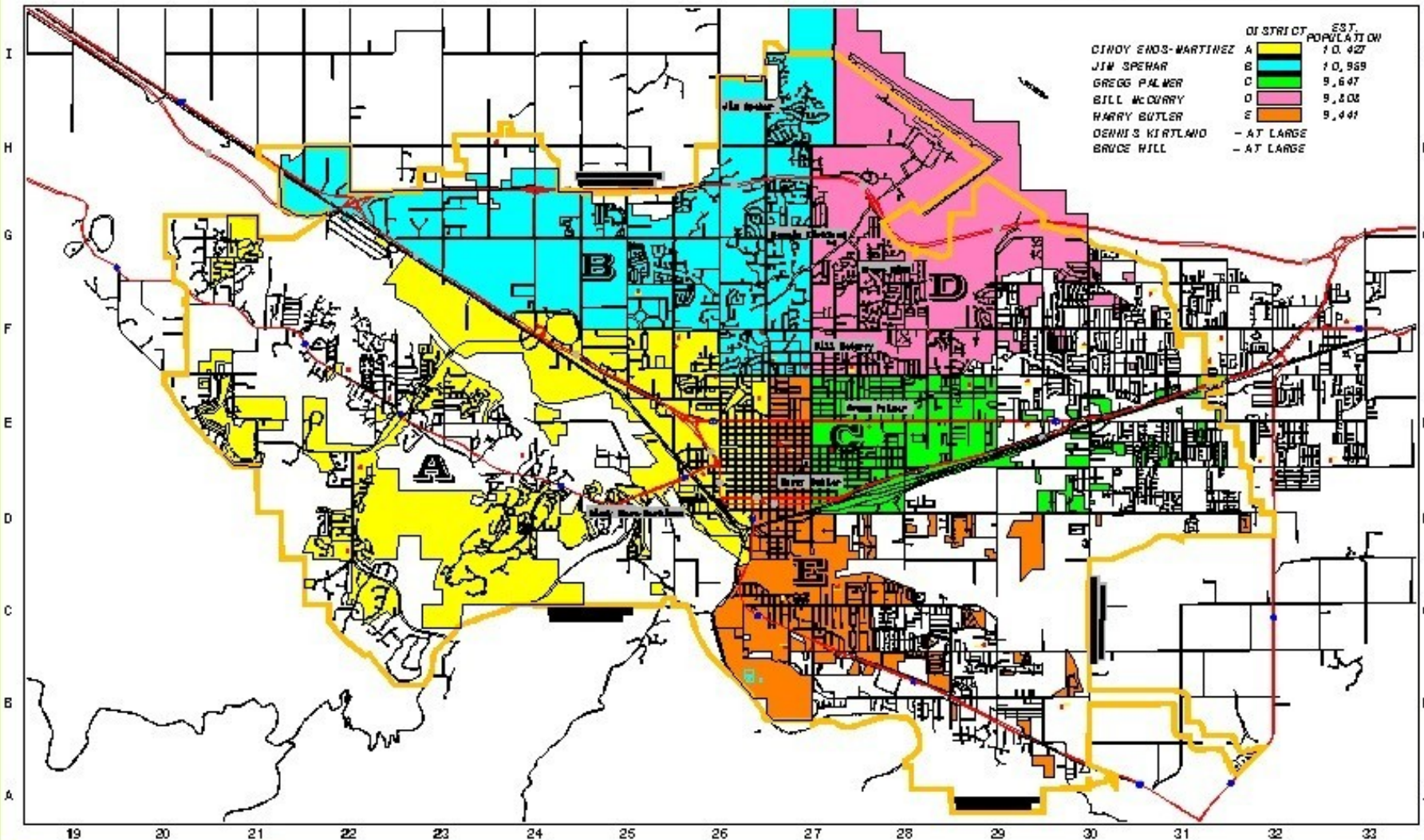
As proposed, the population in each district is estimated to be as follows:

District A	10,427
District B	10,959
District C	9,647
District D	9,808
District E	9,441

# VOTING DISTRICT BOUNDARIES



19 20 21 22 23 24 25 26 27 28 29 30 31 32 33  
 AS ADOPTED BY THE CITY COUNCIL 12/20/2000



DISTRICT	EST. POPULATION
A	70,427
B	70,969
C	9,647
D	9,200
E	9,441
DENNIS KIRTLAND	- AT LARGE
BRUCE HILL	- AT LARGE

■ SCHOOL  
■ HOSPITAL  
■ PUBLIC CATHOLIC  
■ FIRE STATION (R-1)

— CITY COUNCIL BOUNDARY  
— CITY COUNCIL BOUNDARY

PREPARED BY: [Illegible]  
 DATE: [Illegible]  
 FOR INFORMATION ONLY: [Illegible]

**Resolution No. \_\_ -05**

**A Resolution Designating Voting District Boundaries  
in the City of Grand Junction**

**Recitals.**

The City Charter provides that the City Council may, by resolution, change the boundaries of the voting districts established by the Charter. Changes to the boundaries require a two-thirds vote of the members of Council.

The City Council last changed the voting district boundaries in 2000. That change was made in order to better balance the population and to keep communities of interest together.

Since 2000, certain areas of the City have experienced tremendous population growth. Additionally, a number of annexations have occurred throughout the urban growth boundary, increasing the land area of the City. Both these situations have affected the population within the existing boundaries and caused the balance of population to be disproportionate across the districts.

For these and other reasons, the City Council finds the need to adjust the district boundaries in anticipation of the April 5, 2005 election and that such boundaries will remain the same for subsequent elections, until those boundaries are changed by resolution of the City Council as provided by the Charter.

The boundaries as hereby adopted provide for each voting district to grow as development occurs out to the Persigo/Urban Growth boundary line. Furthermore, the boundaries keep City Council members who are currently seated within their designated districts.

NOW THEREFORE, FOR THE REASONS STATED IN THE RECITALS ABOVE, BE IT RESOLVED THAT THE VOTING DISTRICT BOUNDARIES FOR THE CITY OF GRAND JUNCTION, COLORADO FOR MUNICIPAL ELECTIONS ARE DETERMINED TO BE AS FOLLOWS:

**DISTRICT A:** shall contain and include all that portion of the City of Grand Junction contained within the City limits south and west of a line described as follows:

Beginning at the intersection of Interstate 70 and 20 Road; thence southeasterly along Interstate 70 to the intersection of Interstate 70 and Railroad Boulevard; thence southeasterly along Railroad Boulevard to the intersection of Railroad Boulevard and 22 1/2 Road; thence north along 22 1/2 Road to the intersection of 22 1/2 Road and the Southern Pacific Transportation Company railroad tracks; thence southeasterly along the Southern Pacific Transportation Company railroad tracks to the intersection of the Southern Pacific Transportation Company railroad tracks and Patterson Road (F Road); thence northeasterly and easterly along Patterson Road (F Road) to the intersection of

Patterson Road (F Road) and 1st Street; thence southerly along 1st Street to the intersection of 1st Street and Orchard Avenue; thence east along Orchard Avenue to the intersection of Orchard Avenue and 7th; thence south along 7th Street to the intersection of 7th Street and South Avenue; thence west along South Avenue to the intersection of South Avenue and 5th Street; thence South along 5th Street ( Highway 50 ) to the intersection of 5th Street ( Highway 50 ) and the Colorado River; thence west to the intersection of the Gunnison River and 2nd Street; thence southerly along the Gunnison River to the intersection of the Gunnison River and B 1/2 Road.

**DISTRICT B:** shall contain and include all that portion of the City of Grand Junction contained within the City limits north and west of a line described as follows:

Beginning at the intersection of Interstate 70 and 21 Road; thence southeasterly along Interstate 70 to the intersection of Interstate 70 and Railroad Boulevard; thence southeasterly along Railroad Boulevard to the intersection of Railroad Boulevard and 22 1/2 Road; thence north along 22 1/2 Road to the intersection of 22 1/2 Road and the Southern Pacific Transportation Company railroad tracks; thence southeasterly along the Southern Pacific Transportation Company railroad tracks to the intersection of the Southern Pacific Transportation Company railroad tracks and Patterson Road (F Road); thence northeasterly and easterly along Patterson Road (F Road) to the intersection of Patterson Road (F Road) and 1st Street; thence southerly along 1st Street to the intersection of 1st Street and Orchard Avenue; thence east along Orchard Avenue to the intersection of Orchard Avenue and 12th Street (27 Road ); thence north along 12th Street (27 Road ) to the intersection of 12th Street (27 Road ) and H Road; thence east along H Road to the intersection of H Road and 27 1/4 Road; thence north along 27 1/4 Road to the north City limits line.

**DISTRICT C:** shall contain and include all that portion of the City of Grand Junction surrounded by a line described as follows:

Beginning at the intersection of 12th Street and Orchard Avenue; thence east along Orchard Avenue to the intersection of Orchard Avenue and 31 1/2 Road; thence south along 31 1/2 Road to the intersection of 31 1/2 Road and D Road; thence west along D Road to the intersection of D Road and 12th Street; thence north along 12th Street to the intersection of 12th Street and Orchard Avenue (the point of beginning).

**DISTRICT D:** shall contain and include all that portion of the City of Grand Junction contained within the City limits north and east of a line described as follows:

Beginning at the intersection of 27 1/4 Road and the north City limits line; thence south along 27 1/4 Road to the intersection of 27 1/4 Road and H Road; thence west along H Road to the intersection of H Road and 12th Street (27 Road); thence south along 12th Street (27 Road) to the intersection of 12th Street (27 Road) and Orchard Avenue; thence east along Orchard Avenue to the intersection of Orchard Avenue and 31 1/2 Road.

**DISTRICT E:** shall contain and include all that portion of the City of Grand Junction surrounded by a line described as follows:

Beginning at the intersection of 7th Street and Orchard Avenue; thence east along Orchard Avenue to the intersection of Orchard Avenue and 12th Street; thence south along 12th Street to the intersection of 12th Street and D Road; thence east along D Road to the intersection of D Road and 32 Road; thence south along 32 Road (Highway 141) to the intersection of 32 Road (Highway 141) and Highway 50; thence northwesterly along Highway 50 to the intersection of Highway 50 and 30 3/4 Road; thence west to the Gunnison River; thence northwesterly along the Gunnison River to the intersection of the Gunnison River and 2nd Street; thence east to the intersection of 5th Street (Highway 50) and the Colorado River; thence north along 5th Street (Highway 50) to the intersection of 5th (Highway 50) and South Avenue; thence east along South Avenue to the intersection of South Avenue and 7th Street; thence north along 7th Street to the intersection of 7th Street and Orchard Avenue (the point of beginning ).

Annexations lying at, along or within the boundaries of any district or districts as extended shall be considered as being included within the particular district.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

ATTEST:

\_\_\_\_\_  
Bruce Hill  
President of the Council

\_\_\_\_\_  
Stephanie Tuin  
City Clerk