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**GRAND JUNCTION CITY COUNCIL
CITY HALL AUDITORIUM, 250 NORTH 5TH STREET
AGENDA**

WEDNESDAY, MARCH 16, 2005, 7:30 P.M.

CALL TO ORDER

Pledge of Allegiance

Invocation – Pastor Jerry Boschen, First Assembly of God

PRESENTATIONS

A REPRESENTATIVE FROM APWA, COLORADO CHAPTER, TO PRESENT PUBLIC WORKS AWARDS TO DAVID HOOD, DAVE VAN WAGONNER AND THE CITY OF GRAND JUNCTION

PROCLAMATIONS / RECOGNITIONS

PROCLAIMING MARCH 26, 2005 AS “SALUTE OUR TROOPS-REMEMBRANCE DAY” IN THE CITY OF GRAND JUNCTION

APPOINTMENTS

RATIFY APPOINTMENT TO THE RIVERVIEW TECHNOLOGY CORPORATION

CERTIFICATE OF APPOINTMENT

TO THE COMMISSION ON ARTS AND CULTURE

CITIZEN COMMENTS

*** Indicates New Item

® Requires Roll Call Vote

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

Action: Approve the Summary of the February 28, 2005 Additional Workshop, the Summary of the February 28, 2005 Workshop and Special Session and the Minutes of the March 2, 2005 Regular Meeting

2. Farm Lease for the Saccomanno Park Property to Frank M. Fisher [Attach 2](#)

A resolution authorizing a one-year farm lease of the City's Saccomanno Park property, located at the southwest corner of 26 ½ Road and H Road.

Resolution No. 47-05 – A Resolution Authorizing a One-Year Farm Lease of the "Saccomanno Park Property" to Frank M. Fisher

®Action: Adopt Resolution No. 47-05

Staff presentation: Joe Stevens, Director of Parks & Recreation

3. Purchase of Two Reel Fairway Mowers [Attach 3](#)

This purchase is for the replacement of two (2) Reel Fairway Mowers. They are 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 Two (2) Reel Fairway Mowers from Colorado Golf and Turf for the Amount of \$59,086.00

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

4. Purchase of Police Vehicles [Attach 4](#)

This purchase is for the replacement of five (5) Police Patrol vehicles. They are 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 Five (5) Crown Victoria Police Vehicles from Lakewood Ford Inc. for the Amount of \$125,290.00

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

5. **Revoking a Revocable Permit to Fuoco Investments, LLC** [SPR-2004-244] [Attach 6](#)

The proposed action will revoke a permit that authorized the use of the Hill Avenue right-of-way between N. 1st Street and 2nd Street for vehicular parking purposes, including automobile sales display and customer parking.

Resolution No. 48-05 – A Resolution for the Revocation of a Revocable Permit Granted to Fuoco Investments, LLC

®Action: Adopt Resolution No. 48-05

Staff presentation: Scott D. Peterson, Associate Planner

6. **Setting a Hearing on Zoning the Sycamore Creek Annexation, Located at 2370 Broadway to RSF-2 (Residential Single-Family 2 du/ac)** [File # ANX-2005-005] [Attach 7](#)

Introduction of a proposed zoning ordinance to zone the Sycamore Creek Annexation RSF-2 (Residential Single-Family 2 du/ac), located at 2370 Broadway.

Proposed Ordinance Zoning the Sycamore Creek Annexation to RSF-2 (Residential Single-Family 2 du/ac), Located at 2370 Broadway

Action: Introduction of a Proposed Ordinance and Set a Hearing for April 6, 2005

Staff presentation: Faye Hall, Planning Technician

7. **Setting a Hearing on Zoning the Barker No. 3 Annexation Located at 2939 Jon Hall Drive** [File # ANX-2005-022] [Attach 8](#)

Introduction of a proposed ordinance to zone the 0.298 acre Barker No. 3 annexation consisting of 1 parcel, to RSF-4 (Residential Single-Family, not to exceed four dwelling units per acre).

Proposed Ordinance Zoning the Barker Annexation No. 3 to Residential Single-Family, Not to Exceed Four Units Per Acre (RSF-4) Located at 2939 Jon Hall Drive

Action: *Introduction of a Proposed Ordinance and Set a Hearing for April 6, 2005*

Staff presentation: Lori V. Bowers, Senior Planner

8. **Setting a Hearing on Zoning the Whaley Annexation Located at 2941 & 2949 B ½ Road** [File # ANX-2005-010] [Attach 9](#)

Introduction of a proposed ordinance to zone the 9.967 acre Whaley Annexation area consisting of 2 parcels to RSF-4 (Residential Single-Family, not to exceed four dwelling units per acre).

Proposed Ordinance Zoning the Whaley Annexation to Residential Single-Family, not to exceed 4 units per acre (RSF-4) Located at 2941 and 2949 B ½ Road

Action: *Introduction of a Proposed Ordinance and Set a Hearing for April 6, 2005*

Staff presentation: Lori V. Bowers, Senior Planner

9. **Setting a Hearing on Zoning the UnawEEP Heights Annexation, No. 4 Located at 2861 B ¾ Road and Victoria Drive** [File # ANX-2005-003] [Attach 10](#)

UnawEEP Heights Annexation No. 4, located at 2861 B ¾ Road and Victoria Drive, request the zoning designation of RSF-4 (Residential Single-Family, not to exceed four dwelling units per acre). The annexation area consists of two parcels of land totaling 9.84 acres of land.

Proposed Ordinance Zoning the UnawEEP Heights Annexation No. 4 to Residential Single-Family, not to Exceed 4 Units per Acre (RSF-4) Located at 2861 B ¾ Road and Victoria Drive

Action: *Introduction of a Proposed Ordinance and Set a Hearing for April 6, 2005*

Staff presentation: Lori V. Bowers, Senior Planner

10. **Setting a Hearing on Annexing the Iris Court Enclave Located at 2250 South Broadway** [File # ANX-2005-028] [Attach 11](#)

Resolution giving notice of the intent to annex a tract of land known as the Iris Court Enclave and introduction of a proposed ordinance. The 0.35 acre Iris Court Enclave consists of 1 parcel.

a. Notice of Intent to Annex and Exercising Land Use Control

Resolution No. 49-05 – A Resolution of the City of Grand Junction Giving Notice that a Tract of Land Known as Iris Court Enclave Located at 2250 South Broadway Consisting of Approximately 0.35 Acres will be Considered for Annexation to the City of Grand Junction, Colorado, and Exercising Land Use Control

®Action: *Adopt Resolution No. 49-05*

b. Setting a Hearing on Proposed Ordinance

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Iris Court Enclave Annexation, Located at 2250 South Broadway Consisting of Approximately 0.35 Acres

Action: *Introduction of Proposed Ordinance and Set a Hearing for April 20, 2005*

Staff presentation: Senta L. Costello, Associate Planner

11. **Setting a Hearing on Annexing the PS Substation Enclave Located on 29 Road Just South of F Road** [File # ANX-2005-027] [Attach 12](#)

Resolution giving notice of the intent to annex a tract of land known as the PS Substation Enclave and introduction of a proposed ordinance. The 0.06 acre PS Substation Enclave consists of 1 parcel of land and a portion of the 29 Road right-of-way.

a. Notice of Intent to Annex and Exercising Land Use Control

Resolution No. 50-05 – A Resolution of the City of Grand Junction Giving Notice that a Tract of Land Known as PS Substation Enclave Located on 29 Road Just South of F Road Consisting of Approximately 0.06 Acres will be Considered for Annexation to the City of Grand Junction, Colorado, and Exercising Land Use Control

®Action: *Adopt Resolution No. 50-05*

b. Setting a Hearing on Proposed Ordinance

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, PS Substation Enclave Annexation, Located on 29 Road Just South of F Road

and Including a Portion of the 29 Road Right-of-Way, Consisting of Approximately 0.06 Acres

Action: Introduction of Proposed Ordinance and Set a Hearing for April 20, 2005

Staff presentation: Senta L. Costello, Associate Planner

12. **Setting a Hearing on Annexing the Webb Crane Enclave Located at 728, 738, 745 and 747 23 ½ Road** [File # ANX-2005-029] [Attach 13](#)

Resolution giving notice of the intent to annex a tract of land known as the Webb Crane Enclave and introduction of a proposed ordinance. The 16.89 acre Webb Crane Enclave and consists of 4 parcels and a portion of the Interstate Avenue and 23 ½ Road rights-of-way.

a. Notice of Intent to Annex and Exercising Land Use Control

Resolution No. 51-05 – A Resolution of the City of Grand Junction Giving Notice that a Tract of Land Known as Webb Crane Enclave Located at 728, 738, 745 and 747 23 ½ Road Consisting of Approximately 16.89 Acres will be Considered for Annexation to the City of Grand Junction, Colorado, and Exercising Land Use Control

®Action: Adopt Resolution No. 51-05

b. Setting a Hearing on Proposed Ordinance

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Webb Crane Enclave Annexation, Located at 728, 738, 745 and 747 23 ½ Road and Including a Portion of the 23 ½ Road and Interstate Avenue Rights-of-Way, Consisting of Approximately 16.89 Acres

Action: Introduction of Proposed Ordinance and Set a Hearing for April 20, 2005

Staff presentation: Senta L. Costello, Associate Planner

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

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

13. **Construction Contracts** (Items a, b and c may be awarded under one motion)

a. **Duck Pond Park Lift Station Elimination Project** [Attach 14](#)

The Duck Pond Park Lift Station is proposed to be replaced with a 24" diameter gravity sewer line running from the existing sewage lift station at Duck Pond Park, under State Highway 50 to an existing siphon west and south of the Colorado River bridge. The low bid for the project and a value engineering offer by the contractor to reduce the contract amount has resulted in a net project cost of \$1,822,380.

Action: Authorize the City Manager to Execute a Construction Contract in the Amount of \$2,000,000.00 and a Deductive Change Order in the Amount of \$177,619.96 with Mendez, Inc. for the Duck Pond Park Lift Station Elimination Project

Staff presentation: Mark Relph, Public Works and Utilities Director

b. **Patterson Road Stucco Wall Repair and Concrete Barrier** [Attach 15](#)

The Patterson Road Stucco Wall Repair and Concrete Barrier is a project that repairs the existing surface of the sound barrier wall on Patterson Road between First Street and Mira Vista Drive.

Action: Authorize the City Manager to Sign a Construction Contract for the Patterson Road Stucco Wall Repair and Concrete Barrier to BPS Concrete, Inc. in the Amount of \$93,403.49

Staff presentation: Mark Relph, Public Works and Utilities Director

c. **Water Playground Equipment and Installation at Lincoln Park-Moyer Pool** [Attach 16](#)

Supplying and installing above grade and below grade apparatus, plumbing, pumps and controls for the creation of a spray ground (a water playground) in the location of the existing tot pool on the north side of the pool area.

Action: Authorize the City Manager to Execute a Contract with J. Dyer Construction, Inc. for the Acquisition and Installation of the Equipment Required for

the Completion of the Spray Ground as Proposed by VORTEX Aquatic Structures International, for a Total Price of \$94,648.00

Staff presentation: Joe Stevens, Director of Parks & Recreation

14. **Grand Valley Transit Local Funding Request** [Attach 17](#)

The Grand Valley Regional Transportation Committee is requesting approval of the Intergovernmental Agreement concerning the local match funding for Grand Valley Transit public transit services for Fiscal Years 2006-2009. Each entity's contribution is based on a combination of Ridership, Assessed Value, Population, and the existing Intergovernmental Agreement distribution method. The amounts are also calculated to increase annually by 4%.

Resolution No. 52-05 - A Resolution Concerning the Adoption of the Local Match Funding for Grand Valley Transit Public Transit Services for FY2006-2009

®Action: *Adopt Resolution No. 52-05*

Presentation: Todd Hollenbeck, Mesa County Transit Coordinator

15. **Public Hearing – Right-of-Way Vacation Located at 237 S. 7th Street** [File # VR-2004-281] [Attach 18](#)

The applicant proposes to vacate the southern half of the north/south alley between 6th Street and 7th Street adjacent to Ute Avenue, reserving the entire area as a 15' multi-purpose easement due to the underground utilities. The Planning Commission recommended approval of the right-of-way vacation on February 22, 2005, making the Findings of Fact/Conclusion identified in the staff report.

Ordinance No. 3730 – An Ordinance Vacating a Right-of-Way Located Adjacent to 237 S. 7th Street

®Action: *Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3730*

Staff presentation: Ronnie Edwards, Associate Planner

16. **Public Hearing – Vacation of Dedicated Right-of-Way of Winters Avenue, West of South 7th Street** [File # VR-2002-200] [Attach 19](#)

Consider final passage of an ordinance to vacate excess dedicated but not yet constructed Winters Avenue right-of-way, west of South 7th Street and hold a public hearing.

Ordinance No. 3731 – An Ordinance Vacating a Portion of Undeveloped Right-of-Way, of Winters Avenue, West of South 7th Street

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3731

Staff presentation: Lori V. Bowers, Senior Planner

17. **Public Hearing – Rezoning the Hanson Equipment Property, Located at 763 23 ½ Road and 2340 I-70 Frontage Road** [File # PFP-2004-181] [Attach 20](#)

A request to rezone 2 acres of land located at 763 23 ½ Road, from PD to Estate and rezone the remaining 17.87 acres, located at 2340 I-70 Frontage Road, to I-1 (Light Industrial) from a PD zoning designation.

Ordinance No. 3732 – An Ordinance Zoning 2.00 Acres of Land Located at 763 23 ½ Road

Ordinance No. 3733 – An Ordinance Zoning 17.87 Acres of Land Located at 2340 I-70 Frontage Road

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3732 and Ordinance No. 3733

Staff presentation: Lori V. Bowers, Senior Planner

18. **Public Hearing - Catlin Annexation and Zoning Located at 2830 C ½ Road** [File # ANX-2004-308] [Attach 21](#)

Acceptance of a petition to annex and consider the annexation and zoning for the Catlin Annexation. The Catlin Annexation is located at 2830 C ½ Road and consists of one parcel on 10.14 acres. The zoning being requested is RMF-8 (Residential Multi-Family 8 du/ac).

a. Accepting Petition

Resolution No. 53-05 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Catlin Annexation, Located at 2830 C ½ Road is Eligible for Annexation

b. Annexation Ordinance

Ordinance No. 3734 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado Catlin Annexation, Approximately 10.139 Acres, Located at 2830 C ½ Road

c. Zoning Ordinance

Ordinance No. 3735 – An Ordinance Zoning the Catlin Annexation to RMF-8 (Residential Multi-Family 8 Du/Ac) Located at 2830 C ½ Road

®Action: Adopt Resolution No. 53-05 and Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3734 and Ordinance No. 3735

Staff presentation: Faye Hall, Planning Technician

19. **Public Hearing - Hawk's Nest Annexation and Zoning Located at 157 30 Road** [File # ANX-2004-298] [Attach 22](#)

Acceptance of a petition to annex and consider the annexation and zoning for the Hawk's Nest Annexation. The 33.22 acre Hawk's Nest Annexation is a five part serial annexation which consists of two parcels of land and portions of the B Road and 30 Road rights-of-way. The zoning being requested is RSF-4 (Residential Single-Family 4 du/ac).

a. Accepting Petition

Resolution No. 54-05 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Hawk's Nest Annexation, Located at 157 30 Road and Portions of the B Road and 30 Road Rights-of-Way is Eligible for Annexation

b. Annexation Ordinances

Ordinance No. 3736 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Hawk’s Nest Annexation #1, Approximately .0985 Acres, Located in the B Road Right-of-Way

Ordinance No. 3737 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Hawk’s Nest Annexation #2, Approximately .2537 Acres, Located in the B Road Right-of-Way

Ordinance No. 3738 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Hawk’s Nest Annexation #3, Approximately .7796 Acres, Located in the B Road & 30 Road Rights-of-Way

Ordinance No. 3739 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Hawk’s Nest Annexation #4, Approximately 25.9196 Acres, Located at 157 30 Road & Portions of the 30 Road Right-of-Way

Ordinance No. 3740 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Hawk’s Nest Annexation #5, Approximately 6.1674 Acres, Located at 157 30 Road & Portions of the 30 Road Right-of-Way

c. Zoning Ordinance

Ordinance No. 3741 – An Ordinance Zoning the Hawk’s Nest Annexation to RSF-4 (Residential Single Family 4 Du/Ac) Located at 157 30 Road

®Action: Adopt Resolution No. 54-05 and Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance Nos. 3736, 3737, 3738, 3739, 3740, and 3741

Staff presentation: Faye Hall, Planning Technician

20. **Public Hearing – Zoning the Fisher Annexation No. 2, Located at 104 29 ³/₄ Road** [File # GPA-2004-191] [Attach 23](#)

Hold a public hearing and consider final passage of the zoning ordinance to zone the 16 acre Fisher Annexation No. 2, located at 104 29 ³/₄ Road, RSF-R (Residential Single Family, Rural).

Ordinance No. 3742 – An Ordinance Zoning the Fisher Annexation No. 2 to RSF-R (Residential Single Family, Rural), Located at 104 29 ³/₄ Road

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3742

Staff presentation: Kathy Portner, Planning Manager

21. **Public Hearing – Zoning the Manor Annexation, Located at the NE Corner of 26 ½ Road and I Road** [File # GPA-2004-205] [Attach 24](#)

Hold a public hearing and consider final passage of the zoning ordinance to zone the 11 acre Manor Annexation, located at the NE corner of 26 ½ Road and I Road, RSF-4 (Residential Single Family, 4 units per acre).

Ordinance No. 3743 – An Ordinance Zoning the Manor Annexation to RSF-4 (Residential Single Family, 4 Units Per Acre), Located at the NE Corner of 26 ½ Road and I Road

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 3743

Staff presentation: Kathy Portner, Planning Manager

22. **Public Hearing – Submitting the Question of a Cable TV Franchise to the Electors of the City of Grand Junction** [Attach 25](#)

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

People's Ordinance No. 36 – A People's 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 Citizens Residing Within the City of Grand Junction 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: Hold a Public Hearing and Consider Final Passage and Final Publication of People's Ordinance No. 36 in Pamphlet Form

Staff presentation: John Shaver, City Attorney
Kelly Arnold, City Manager

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

24. **OTHER BUSINESS**

25. **ADJOURNMENT**

Attach 1
Minutes from the Previous Meetings
GRAND JUNCTION CITY COUNCIL

WORKSHOP SUMMARY

February 28, 2005

The City Council of the City of Grand Junction, Colorado met on Monday, February 28, 2005 at 11:35 a.m. in the Administration Conference Room to discuss workshop items. Those present were Councilmembers Harry Butler, Cindy Enos-Martinez, Bill McCurry, Gregg Palmer, Jim Spehar and President of the Council Bruce Hill. Councilmember Dennis Kirtland was absent. City Staff present were City Manager Kelly Arnold, City Attorney John Shaver, Assistant City Manager David Varley, Management Intern Seth Hoffman, Communication and Community Relations Coordinator Sam Rainguet, Parks and Recreation Director Joe Stevens, Park Planner Shawn Cooper and City Clerk Stephanie Tuin.

Summary and Action on the following topic:

1. **SCHOOL BOND ISSUE PROJECTS, BURKEY PARK AND THE BLUFFS WEST PROJECT:** There were numerous parks issues that the Department had included in the memo. Council President Hill expressed that it is critical that the budget be taken into consideration. He noted that some dollars were originally budgeted for a neighborhood park so Council needs to know the status of planning for Bluffs West and Burkey Park. A discussion needs to take place on what Council has in mind for Lincoln Park, i.e., in order to finalize the Master Plan, and then look at the BLM agreement last for the property off of Monument Road.

City Manager Arnold advised there is \$485,000 budgeted for a neighborhood park. Bluffs West is one of the possible locations. Parks Director Joe Stevens said the legal department is working out some ownership issues. City Attorney Shaver assured the Council they are minor and will be resolved. Mr. Stevens noted there is no Master Plan for the park and several items have been discussed including a connection to the Riverfront Trail and parking for the trailhead.

Councilmember Gregg Palmer stated that the City had 18 acres donated by the Burkey family in 1967 and has yet to annex or improve the property into a park site as promised to the Burkeys. He feels it is time to honor the commitment, at least moving forward with some improvements so the Burkeys could see that in their lifetime. Council agreed but wanted to take a more planned approach in conjunction with their Strategic Plan goal to review the Parks Master Plan.

It was noted that a team (Councilmembers Enos-Martinez, Butler and McCurry plus a member from the Parks & Recreation Advisory Board) has been assigned to begin that review and will begin shortly.

City Manager Arnold related that the Council has been asked to participate with the School District regarding their construction projects using the recently approved bond funds which will be going forward quickly. In order to participate in the design of the additional gym at Bookcliff and the expanded gym at the new Pear Park school, \$41,000 in design work can be reallocated from the neighborhood park monies. The bids will be in May so a commitment to the School District will have to be made around then.

Councilmember Palmer was agreeable with Burkey Plan being planned but asked that annexation of the property be initiated.

Regarding the Lincoln Park Master Plan, the Council discussed keeping the golf element, moving the maintenance facility, keeping the barn and eliminating the diagonal access road. The accounting for Lincoln Park Golf Course as an enterprise fund was discussed with City Manager Arnold advising that perhaps it should be split out from the Tiara Rado enterprise fund, maintained separately, and subsidized by the general fund. A discussion ensued that Lincoln Park as a whole has many more elements in it other than golf and perhaps making it a part of the general fund would be a good approach.

Lastly, Parks & Recreation Director Joe Stevens advised that the scoreboard at Suplezio Field is being replaced and Mesa State College would like the old one. City Council had no problem with the donation as long as it was accounted for.

Action summary: Council consented to going ahead with design work in conjunction with the School District to expand the Pear Park school gym and construct a pad site for an additional gym at Bookcliff school. The rest of the construction can be programmed into the budget (or not) through the review of the Parks Master Plan. Council directed Staff to initiate annexation proceedings for Burkey Park. Staff was directed to work with the consultants on the Lincoln Park Master Plan to keep the nine hole golf course, re-routing some of the holes if possible, move the maintenance facility, keep the barn and eliminate the access road. City Council approved the change of Lincoln Park Golf Course from an enterprise fund into a general fund entity. Donation of the scoreboard will need a value determined and a resolution brought to City Council for formal action.

Adjournment

The meeting adjourned at 12:59 p.m.

**GRAND JUNCTION CITY COUNCIL
WORKSHOP AND SPECIAL MEETING SUMMARY**

FEBRUARY 28, 2005

The City Council of the City of Grand Junction, Colorado met on Monday, February 28, 2005 at 7:01 p.m. in the City Hall Auditorium to discuss workshop items. Those present were Councilmembers Harry Butler, Cindy Enos-Martinez, Bill McCurry, Gregg Palmer, Jim Spehar and President of the Council Bruce Hill. Absent was Councilmember Dennis Kirtland.

Summaries and action on the following topics:

DEPARTMENT PRESENTATION: CODE ENFORCEMENT: Community Development Director Bob Blanchard introduced the subject. He described the functions and duties of the Code Enforcement Division. He noted it is complaint driven but the division takes a proactive role in developing relationships with neighborhood groups and organizations. A couple of years ago a review was made for the division operations, which will be presented later. The level of weed control has been a matter of discussion.

Code Enforcement Supervisor Ivy Williams then identified the enforcement officers and other staff as denoted in the organizational chart. She reviewed division activities since 2001. Ms. Williams pointed out that many times the officers identify things that are going to become a problem and discuss the items with the property owners. She stated that Code Enforcement also does site inspections for all sign and fence permit applications. Ms. Williams said that weeds are going to be addressed separately as they are handled by another crew. The Review Team in 2003 made some recommendations for changes in the language regarding procedures. She then identified each of those. First, the sign code language has been rewritten and will be presented in the Code update in the 2nd quarter of 2005. Ms. Williams said that it is difficult to address temporary signs, such as open house signs, because it is difficult to distinguish them from other temporary signs. They will continue to enforce the temporary sign restrictions and respond to complaints. There are no changes to that section proposed at this time. Secondly, the maintenance of landscaping and rights-of-way. A review of the projects between Code Enforcement and Community Development usually brings it to the City's attention. Thirdly, implementation of the smoking ordinance and compliance. The City has done a number of things to get the word out including holding a forum on February 4th. Ms. Williams said that the City has already completed 150 inspections which opened up 94 cases for follow-up from establishments that are not yet in compliance, which could continue until January, 2006. Ms. Williams said that some establishments plan to make physical changes to allow continued smoking and that the City is working with bingo parlors on their arrangement. She said signage was required in the old ordinance but the City is being more proactive now. Ms. Williams said that the Review Team had some recommendations for changes to the enforcement procedures that includes being

harder on repeat offenders. Ms. Williams said the City has been working proactively with signs, which has made violations go down. She then addressed the weed program. The Review Team recommended that Public Works maintain City-owned properties, which will still need more discussion. Ms. Williams said there are still some issues on the public walking paths, bike paths, and trails. She said that Parks does some of the maintenance. Ms. Williams said that the primary problem is with maintaining wide detached sidewalks along subdivisions that are outside the City limits but the rights-of-way are within the City.

Councilmember Butler asked if Partners is used to assist in weed control. Ms. Williams advised that they give out Partners as a contact for private parties needing assistance for weed cutting. Code Enforcement felt it would not be advisable to have Partners on private property without the owner's consent.

Ms. Williams concluded by reviewing the goals for 2005. She explained the graffiti program.

Council President Hill asked if the citizens have an easy access to contact the division. Ms. Williams said that perhaps a handful will have difficulty but they will get a lot of direct contact. She said that citizens can also email their complaints.

Councilmember Spehar commented that when he was showing the City to a JUCO team, they were very impressed with the appearance of the community, which is partly due to Code Enforcement.

Action Summary: The Council expressed appreciation for the update.

Convene into Special Session at 8:15 p.m.

Councilmember Butler 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, noting they will not be returning to open session. Councilmember Enos-Martinez seconded the motion. Motion carried.

ADJOURN

The meeting adjourned into Executive Session at 8:16 p.m.

Stephanie Tuin, MMC
City Clerk

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

March 2, 2005

The City Council of the City of Grand Junction convened into regular session on the 2nd day of March 2005, at 7:30 p.m. in the City Auditorium. Those present were Councilmembers Harry Butler, Cindy Enos-Martinez, Bill McCurry, Gregg Palmer, Jim Spehar and President of the Council Bruce Hill. Absent was Councilmember Dennis Kirtland. 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 McCurry led in the pledge of allegiance. The audience remained standing for the invocation by Retired Pastor Eldon Coffey.

PROCLAMATIONS / RECOGNITIONS

Council President Hill recognized a Boy Scout from Troop 303 who was in attendance.

PROCLAIMING MARCH 6, 2005 THROUGH MARCH 12, 2005 AS "WOMEN IN CONSTRUCTION WEEK" IN THE CITY OF GRAND JUNCTION

CERTIFICATES OF APPOINTMENT

TO THE COMMISSION ON ARTS AND CULTURE

Doug Clary and Vera Mulder were present to receive their Certificate. Gunilla Bishop was not in attendance.

CITIZEN COMMENTS

Adam Chambers, 526 Belford Avenue, addressed the City Council regarding the hearing that took place that morning for the renewal of the Bourbon Street liquor license. His family has owned the property since 1950 and he currently lives there. He explained what happened, and that only one of the neighbors was allowed to speak. He said that he was led to believe by door hangers that all of the neighbors would be allowed to speak at the hearing. The license was renewed with barely a slap on the wrist to the licensee. He then listed the number of calls for service over the last few years. He stated the neighbors will be holding the licensee and the City accountable for the renewal of the license.

CONSENT CALENDAR

It was moved by Councilmember McCurry, seconded by Councilmember Enos-Martinez and carried by roll call vote to approve Consent Calendar Items #1 through #13.

1. **Minutes of Previous Meetings**

Action: Approve the Minutes of the January 31, 2005 Special Meeting, Summary of the February 14, 2005 Workshop, February 14, 2005 Workshop Summary and Special Meeting Minutes, and the Minutes of the February 16, 2005 Regular Meeting

2. **Purchase of an Automated Refuse Truck**

This is for the purchase of a 2005 Mack Truck with a Heil 30 yard automated trash body. The existing unit 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 Mack Truck with a Heil 30 Yard Automated Trash Body from Western Colorado Truck Center, Grand Junction, CO in the Amount of \$162,615.00.

3. **Memorandum of Understanding with CDOT for Sharing Traveler Information**

The Memorandum of Understanding (MOU) updates and replaces the original MOU approved by City Council on June 16, 2003. The MOU provides for the sharing of statewide traveler information.

Action: Authorize the Mayor to Sign a Memorandum of Understanding with CDOT for Sharing Traveler Information

4. **Vacating an Emergency Access and a Drainage Easement Located at 559 Sandhill Lane** [File # VE-2004-235]

The applicant proposes to vacate a 50' emergency access easement and 30' of a 50' drainage easement, located in City Market Subdivision. The Planning Commission recommended a conditional approval of this easement vacation request on February 8, 2005, making the Findings of Fact/Conclusion identified in the staff report.

Resolution No. 40-05 – A Resolution Vacating a 50' Emergency Access Easement and 30' of a 50' Drainage Easement Located in Lot 2 of the Blue Heron Lake Industrial Park at 559 Sandhill Lane

Action: Adopt Resolution No. 40-05

5. **Setting a Hearing on Right-of-Way Vacation Located at 237 S. 7th Street** [File # VR-2004-281]

Introduction of a proposed ordinance to vacate the southern half of the north/south alley between 6th Street and 7th Street adjacent to Ute Avenue, reserving the areas as a 15' multi-purpose easement due to underground utilities.

Proposed Ordinance Vacating a Right-of-Way Located Adjacent to 237 S. 7th Street

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

6. **Setting a Hearing on Zoning the Hawk's Nest Annexation Located at 157 30 Road to RSF-4 (Residential Single Family 4 du/ac)** [File # ANX-2004-298]

Introduction of a proposed zoning ordinance to zone the Hawk's Nest Annexation RSF-4 (Residential Single-Family 4 du/ac), located at 157 30 Road.

Proposed Ordinance Zoning the Hawk's Nest Annexation to RSF-4 (Residential Single-Family 4 Du/Ac) Located at 157 30 Road

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

7. **Setting a Hearing on Zoning the Catlin Annexation, Located at 2830 C 1/2 Road, to RMF-8 (Residential Multi-Family 8 du/ac)** [File # ANX-2004-308]

Introduction of a proposed zoning ordinance to zone the Catlin Annexation RMF-8 (Residential Multi-Family 8 du/ac), located at 2830 C 1/2 Road.

Proposed Ordinance Zoning the Catlin Annexation to RMF-8 (Residential Multi-Family 8 Du/Ac) Located at 2830 C 1/2 Road

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

8. **Setting a Hearing on Zoning the Fisher Annexation, Located at 104 29 ¾ Road** [File # GPA-2004-191]

Introduction of a proposed ordinance to zone the 16 acre Fisher Annexation, located at 104 29 ¾ Road, RSF-R (Residential Single Family, Rural)
Proposed Ordinance Zoning the Fisher Annexation to RSF-R (Residential Single Family, Rural), Located at 104 29 ¾ Road

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

9. **Setting a Hearing on Zoning the Manor Annexation, Located at the NE Corner of 26 ½ Road and I Road** [File # GPA-2004-205]

Introduction of a proposed ordinance to zone the 11 acre Manor Annexation, located at the NE corner of 26 ½ Road and I Road, RSF-4 (Residential Single Family, 4 units per acre).

Proposed Ordinance Zoning the Manor Annexation to RSF-4 (Residential Single Family, 4 Units Per Acre), Located at the NE Corner of 26 ½ Road and I Road

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

10. **Setting a Hearing on the Barker No. 3 Annexation, Located at 2939 Jon Hall Road** [File # ANX-2005-022]

Resolution referring a petition for annexation and introduction of a proposed ordinance. The 0.298 acre Barker No. 3 annexation consists of 1 parcel.

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

Resolution No. 41-05 – 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, Barker No. 3 Annexation, Located at 2939 Jon Hall Road

Action: Adopt Resolution No. 41-05

b. Setting a Hearing on Proposed Ordinance

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Barker No. 3 Annexation, Approximately 0.298 Acres, Located at 2939 Jon Hall Road

Action: Introduction of Proposed Ordinance and Set a Hearing for April 6, 2005

11. **Setting a Hearing on the Whaley Annexation, Located at 2941 & 2949 B ½ Road** [File # ANX-2005-010]

Resolution referring a petition for annexation and introduction of a proposed ordinance. The 9.967 acre Whaley Annexation is a 2 part serial annexation consisting of 2 parcels.

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

Resolution No. 42-05 – 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, Whaley Annexation Located at 2941 & 2949 B ½ Road

Action: *Adopt Resolution No. 42-05*

b. Setting a Hearing on Proposed Ordinances

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Whaley Annexation #1, Approximately 4.988 Acres, Located at 2941 B ½ Road

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Whaley Annexation #2, Approximately 4.979 Acres, Located at 2949 B ½ Road

Action: *Introduction of Proposed Ordinances and Set a Hearing for April 6, 2005*

12. **Setting a Hearing on the Vacation of Dedicated Right-of-Way of Winters Avenue, West of South 7th Street** [File # VR-2002-200]

Introduction of a proposed ordinance to vacate excess dedicated but not yet constructed Winters Avenue right-of-way, West of South 7th Street.

Proposed Ordinance Vacating a Portion of Undeveloped Right-of-Way, of Winters Avenue, West of South 7th Street

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

13. **Setting a Hearing for Rezoning the Hanson Equipment Property, Located at 763 23 ½ Road and 2340 I-70 Frontage Road** [File # PFP-2004-181]

A request to rezone 2 acres of land located at 763 23 ½ Road, from PD to Estate and rezone the remaining 17.87 acres, located at 2340 I-70 Frontage Road, to I-1, (Light Industrial) from a PD zoning designation.

Proposed Ordinance Zoning 2.00 Acres of Land Located at 763 23 ½ Road

Proposed Ordinance Zoning 17.87 Acres of Land Located at 2340 I-70 Frontage Road

Action: *Introduction of Proposed Ordinances and Set a Hearing for March 16, 2005*

ITEMS NEEDING INDIVIDUAL CONSIDERATION

Grand Junction Commission on Arts and Culture Funding Recommendations for Arts and Cultural Events and Projects

Recommendations to City Council for grants to support arts and cultural events, projects, and programs in Grand Junction for local citizens; and recommendations to Council for the purchase of 1% for the Arts projects for the Duck Pond Park restroom building and the Lincoln Park Splash Playground facility. The recommendations are:

Mesa County Valley School District 51 Artists in Residence Program	\$7,500
KAFM Community Radio Arts & Entertainment Calendar/Local Artists CD	\$3,000
Grand Junction Symphony – “Die Fledermaus” opera production	\$2,000
Rocky Mt. Public Television KRMJ “Western Bounty” arts segments	\$2,000
Western Colorado Botanical Gardens Summer Music Concerts	\$1,800
Art Center Summer Art Camp Children’s Classes	\$1,000
Colorado Symphony (Denver) Summer Tour – Grand Junction Concert	\$1,000
Downtown Association Art & Jazz Festival	\$1,000
Grand Valley Community Theatre “Yours Anne” Anne Frank musical	\$1,000
Mesa State College Art Dept. Design & Build High School Art Project	\$1,000
Cinema at the Avalon Senior Matinee Posters/Postcards Printing	\$800
Colo. West Performing/Western Colorado Chamber Music Series Concert	\$800
Grand Junction Centennial Band Percussion Equipment Acquisition	\$800
Mesa State Foundation Dalton Trumbo Play “The Biggest Thief in Town”	\$800
Reader’s Festival	\$800
Museum of Western Colorado “Singspiration” Concerts	\$700
Pastel Society of Colorado “Passages in Pastels” Members Exhibit	\$500
St. Andrews Renaissance Guild Grand Valley Renaissance Festival	\$500

Doug Clary, Chairman of the Commission, reviewed this item. He introduced two other Commission members Joan Meyers and Lora Quisenberry.

Allison Sarmo, Cultural Arts Coordinator, stated the main recipient of the grant monies is the “Artists in Residence” program.

Councilmember Spehar moved to approve recommendations for the purchase of two 1% artwork projects and approve recommendations for grant funding. Councilmember McCurry seconded the motion. Motion carried.

Design Amendment No. 3 to CSEP Contract

The proposed Amendment #3 is the final amendment for the Combined Sewer Elimination Project design contract with Stantec, Inc. in the amount of \$65,293 for additional design work associated with field changes, and additional construction management costs for the Basin 9, 13 & 14, Basin 7 & 11, and 2004 Waterline Replacement projects.

Bret Guillory, Public Works Utilities Engineer, reviewed this item. He explained that this is the final change and will close out the project. He also stated that the project came out under budget and will be completed on time.

Council applauded the department's efforts noting the traffic control and the communication with the affected residents. Borrowing the money and completing the project much more quickly was also commended.

Council President Pro Tem Palmer moved to authorize the City Manager to execute a Design Contract Amendment for the Combined Sewer Elimination Project with Stantec, Inc. in the amount of \$65,293.00. Councilmember Butler seconded the motion. Motion carried.

Purchase of Properties and Interests at 2547 River Road, 720 W. Grand Avenue, 1007 S. 5th Street and East of 2501 Highway 6&50 for the Riverside Parkway Project

The City has entered into a contract to purchase one parcel, portions of two other properties, and four outdoor advertising signs from Mark L. Gamble and Colorado West Outdoor Advertising for the Riverside Parkway Project. The City's obligation to purchase this property is contingent upon Council's ratification of the purchase contract.

Jim Shanks, Public Works Project Engineer, reviewed this item. He described the location of the sites and the surrounding areas.

Council President Pro Tem Palmer asked about the view of two of the sites from 5th Street. Mr. Shanks said both of the properties not on 5th Street are visible from 5th Street.

Resolution No. 43-05 – A Resolution Authorizing the Purchase of Real Property East of 2501 Highway 6 & 50, 2547 River Road, 720 W. Grand Avenue, and 1007 S. 5th Street from Mark L Gamble and Colorado West Outdoor Advertising, Inc.

Councilmember Enos-Martinez moved to adopt Resolution No. 43-05. Councilmember McCurry seconded the motion. Motion carried by roll call vote.

Purchase of Property at 402 Noland Avenue for the Riverside Parkway Project

The City has entered into a contract to purchase the property at 402 Noland Avenue from Mary E. Wales Revocable Trust for the Riverside Parkway Project. The City's obligation to purchase this property is contingent upon Council's ratification of the purchase contract.

Jim Shanks, Public Works Project Engineer, reviewed this item. He noted that the legal department has been working on some ownership issues regarding the property.

Council President Pro Tem Palmer asked about the right-of-way budget. Mr. Shanks said they are within 10% of the budget. He said there are probably only three properties in this area left, but there are some large railroad properties that will be coming forward.

Resolution No. 44-05 – A Resolution Authorizing the Purchase of Real Property at 402 Noland Avenue from Mary E. Wales Revocable Trust

Council President Pro Tem Palmer moved to adopt Resolution No. 44-05. Council-member Enos-Martinez seconded the motion. Motion carried by roll call vote.

Interim Contract for Emergency Medical Services

The County's resolution regulating ambulance/emergency medical services took effect January 1, 2005. Under it, the City is authorized, but not required, to select service provider(s) for its ambulance service area and to recommend that those provider(s) to the County. The resolution provides a deadline of May 31, 2005 for the City to do so, but authorizes an extension through November 30, 2005. The GJFD has notified the County that it will not complete a selection process until the November date. In its work session on January 17, 2005, the Council authorized staff to explore and develop a means to maintain the City's current "two-tier" system, using the Fire Department and American Medical Response (AMR), the City's current ambulance provider. Given the present temporary overlap in regulation of ambulance services (due to the County's Resolution and the City's system) the proposed interim contract with AMR recognizes and substantially complies with both regulatory systems.

Rick Beaty, Fire Chief, reviewed this item. He explained the status of the long term pursuit of making a recommendation for a provider to the County as a result of the County's recent resolution. In order to guarantee service until such time, an interim contract with the current provider is being proposed until a recommendation is made. Recently a new provider, Life Care, has been licensed and is now operating in the area. This new provider could be utilized to address staffing issues that may arise. However, the Chief recommended that the Council go forward with approving the proposed contract with AMR for the interim period of time.

Councilmember Enos-Martinez asked about the timeline for the recommendations. Chief Beaty said the RFP will be completed in May and then it will go through the process, hopefully allowing for a recommendation by November.

Council President Pro Tem Palmer asked if City paramedics will still be assisting the provider. Chief Beaty said yes, that is the current process.

City Council wanted clarification on how the Chief is suggesting to use the other provider and at what point will that occur. City Manager Arnold said he will want to know when and why AMR calls for additional assistance.

Although not a public hearing, Council President Hill asked Council if they would like to hear from those present. Councilmember Enos-Martinez stated that Council's position is clear. Councilmembers agreed and declined to open up public comment.

Council President Hill summarized that Council, if approved, will be extending the current contract until November 30th and after that extend it month to month if needed. Termination can be triggered by either party, and the Chief has the latitude to go with the other provider or bring them in for additional service, thus keeping the service at the level the citizens expect.

City Attorney Shaver noted that the termination for convenience requires a 90 day written notice, for cause, there is no time required. However, Mr. Shaver cautioned that may be an issue.

Council President Pro Tem Palmer reiterated that by the Council considering this contract, in no way suggests Council will go a particular route long term. He said that he is not totally confident in this system, but will go forward since it is a short term fix.

Councilmember Enos-Martinez moved to authorize the City Manager to execute an Interim Contract with American Medical Response through November 30, 2005. Councilmember McCurry seconded the motion. Motion carried.

Amendments to Action Plans for 2001, 2002 and 2004 Program Years Community Development Block Grant (CDBG) Program

Amending the City's 2001, 2002 and 2004 Action Plans for the Community Development Block Grant (CDBG) Program Years 2001, 2002 and 2004 to 1) construct infrastructure for Camelot Gardens II Subdivision (CDBG 2001-03); 2) construct improvements in Duck Pond Park (CDBG 2002-08); 3) utilize a portion of the funds earmarked for the 2004 neighborhood program for roof repairs to Riverside School (CDBG 2004-08(a)); and 4) utilize a portion of the funds earmarked for the 2004 neighborhood program for architectural services for improvements to the City Senior Center (CDBG 2004-08(b)).

David Varley, Assistant City Manager, reviewed this item. He explained the process and the reason for this agenda item. Sometimes some of the projects change and amendments are required. He said that the first change was from Habitat for Humanity to change it to a similar but different project, the second change was for a storm drain in Bass Street. The project came in under budget, \$25,000 was left over. The request is to reallocate the funds to the Duck Pond Park project. The third change was an allocation for the neighborhood programs and now the projects have been identified as the Riverside School roof repair project and for architectural services for the Senior Center expansion.

Council President Pro Tem Palmer asked if he can vote on this item as a member of the Lion's Club committee that is contributing to the same project. City Attorney Shaver stated with that disclosure, it is the City Council's call. The Council had no problem.

Councilmember Spehar moved to approve the amendments to the City's CDBG 2001, 2002 and 2004 Action Plans to reflect the revisions as summarized. Council President Pro Tem Palmer seconded the motion. Motion carried.

Two Subrecipient Contracts for Projects within the City's 2002 and 2003 Program Years Community Development Block Grant (CDBG) Program

The Subrecipient Contracts formalize the City's award of a total of \$11,699 to the Early Childhood Programs of Hilltop Community Services, Inc. as allocated from the City's 2002 and 2003 CDBG Program Years as previously approved by Council.

David Varley, Assistant City Manager, reviewed this item. He explained the reasons for the subrecipient contracts that are with two of the groups receiving CDBG funds. The first was funding for W.R.A.P. which has since dissolved without expending all the funds. He said that Hilltop has now taken over those services and the contract will reallocate the funds to Hilltop, and the same situation will be for the following year.

Councilmember Butler disclosed he used to sit on the W.R.A.P. board. There was not a problem with him participating.

Council President Pro Tem Palmer moved to authorize the City Manager to sign the two subrecipient contracts with the Early Childhood Programs of Hilltop Community Services, Inc. for the City's 2002 & 2003 program years, Community Development Block Grant Program. Councilmember McCurry seconded the motion. Motion carried.

On Assistant City Manager Varley's request, Council President Hill moved back to the previous item and opened the public hearing for the Amendments to Action Plans for 2001, 2002 and 2004 Program Years Community Development Block Grant (CDBG) Program at 8:32 p.m. There were no public comments. The hearing was closed at 8:35 p.m.

Council President Hill then spoke to the fact that the President's budget proposes a move of these CDBG funds to other agencies and the National League of Cities fears that will mean the ultimate elimination of this funding. The City currently receives about \$400,000 per year. Over the last 9 years the City has received \$4.2 million which has leveraged another \$15 million. Over the years the programs funded by this project were numerous. Council President Hill listed several. He wanted the public to know the impact these dollars have had on this community.

City Manager Arnold said the City intends to publish articles in the City's various venues and have conversations with Senator Allard regarding the City's stance on the President's proposal.

Councilmember Spehar also pointed out the relationships and partnerships that are guided by the projects funded by these funds.

Public Hearing – City Manager’s Salary for 2005

The annual salary for the City Manager of the City of Grand Junction for the year beginning January 1, 2005, and ending December 31, 2005 shall be One Hundred Twenty Thousand Eight Hundred Thirty Two dollars and zero cents (\$120,832.00). This represents a 2.4% increase over the salary for the prior year.

Public hearing was opened at 8:42 p.m.

Council President Hill reviewed this item. He explained that the City Council supervises three employees, the City Manager, the City Attorney and the Municipal Judge. The City Council takes the role of an employer seriously through evaluations and review work plans.

Councilmember Spehar clarified that this increase is 2.4%, bringing the City Manager’s salary to \$120,832. He appreciated Mr. Arnold’s service and thought the increase was appropriate.

There were no public comments.

The public hearing was closed at 8:45 p.m.

Ordinance No. 3723 – An Ordinance Establishing the Annual Salary for the City Manager for the Year Beginning January 1, 2005, and Ending December 31, 2005

Councilmember Enos-Martinez moved to adopt Ordinance No. 3723 on second reading and ordered it published. Councilmember McCurry seconded the motion. Motion carried by roll call vote.

Public Hearing – Zoning the Storage Place II Annexation, Located at 501 Centennial Road to C-1 (Light Commercial) [File # ANX-2004-263]

Conduct a public hearing and consider final passage of the zoning ordinance to zone the Storage Place II Annexation to C-1 (Light Commercial), located at 501 Centennial Road. The 1.98 acre annexation consists of 1 parcel of land.

The public hearing was opened at 8:46 p.m.

Faye Hall, Planning Technician, reviewed this item. She described the location of the site, the growth plan designation, the surrounding zoning and the requested zoning.

The applicant was not present.

There were no public comments.

The public hearing was closed at 8:47 p.m.

Ordinance No. 3724 – An Ordinance Zoning the Storage Place II Annexation to C-1 (Light Commercial) Located at 501 Centennial Road

Council President Pro Tem Palmer moved to adopt Ordinance No. 3724 on second reading and ordered it published. Councilmember Enos-Martinez seconded the motion. Motion carried by roll call vote.

The Council President called a recess at 8:50 p.m.

The meeting reconvened at 9:00 p.m.

Public Hearing – Tezak Annexation and Zoning Located at 2397 Sayre Drive [File # ANX-2004-288

Acceptance of a petition to annex and consider the annexation and zoning for the Tezak Annexation. The Tezak Annexation is located at 2397 Sayre Drive and consists of one parcel on 1.23 acres. The zoning being requested is RSF-4 (Residential Single Family 4 du/ac).

The public hearing was opened at 9:00 p.m.

Faye Hall, Planning Technician, reviewed this item. She identified the location of the site, the future land use designation, the zoning request, and the surrounding uses.

The applicant was not present.

There were no public comments.

The public hearing was closed at 9:02 p.m.

a. Accepting Petition

Resolution No. 45-05 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Tezak Annexation Located at 2397 Sayre Drive is Eligible for Annexation

b. Annexation Ordinance

Ordinance No. 3725 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Tezak Annexation, Approximately 1.23 Acres, Located at 2397 Sayre Drive

c. Zoning Ordinance

Ordinance No. 3726 – An Ordinance Zoning the Tezak Annexation to RSF-4 (Residential Single-Family 4 du/ac), Located at 2397 Sayre Drive

Council President Pro Tem Palmer moved to adopt Resolution No. 45-05, Ordinance No. 3725 and 3726 on Second Reading and ordered them published. Councilmember McCurry seconded the motion. Motion carried by roll call vote.

Public Hearing – Cloverglenn Annexation and Zoning Located at 2938 F ½ Road [File # ANX-2004-287]

Acceptance of a petition to annex and consider the annexation and zoning for the Cloverglenn Annexation. The Cloverglenn Annexation is located at 2938 F ½ Road and consists of one parcel on 7.1536 acres. The zoning being requested is RMF-5.

The public hearing was opened at 9:03 p.m.

Lori V. Bowers, Senior Planner, reviewed this item. She described the request, located the site and described the future land use designation and zoning request. She said that the Planning Commission recommended approval.

Council President Pro Tem Palmer asked if this will create an enclave. Ms. Bowers said that it will, of about 200 acres. She said that a letter to the property owners was being prepared today and that the City has up to five years to annex the property.

Council President Hill said the notification method needs to be discussed.

The applicant was not present.

There were no public comments.

The public hearing was closed at 9:08 p.m.

Council President Pro Tem Palmer asked if annexation of the enclave will start the process automatically and right away. City Attorney Shaver answered affirmatively.

a. Accepting Petition

Resolution No. 46-05 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Cloverglenn Annexation Located at 2938 F ½ Road is Eligible for Annexation

b. Annexation Ordinance

Ordinance No. 3727 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Cloverglenn Annexation, Approximately 7.1536 Acres, Located at 2938 F ½ Road and Including a Portion of the F ½ Road Right-of-Way

c. Zoning Ordinance

Ordinance No. 3728 – An Ordinance Zoning the Cloverglenn Annexation to Residential Multi-Family, Not to Exceed 5 Units Per Acre (RMF-5) Located at 2938 F ½ Road

Council President Pro Tem Palmer moved to adopt Resolution No. 46-05, Ordinance No. 3727 and 3728 on Second Reading and ordered them published. Councilmember Enos-Martinez seconded the motion. Motion carried by roll call vote.

Public Hearing – Vacation of Excess Right-of-Way Along G Road and the Arcadia North Subdivision Located at 2540 G Road [File # VR-2004-269]

Public Hearing to consider final passage of a proposed ordinance to vacate excess right-of-way along G Road, associated with the Arcadia North Subdivision.

The public hearing was opened at 9:10 p.m.

Lori V. Bowers, Senior Planner, reviewed this item. She located the site and described the future land use designations in the area. During a review of the plat, it was discovered that a right-of-way parcel was dedicated to Mesa County but was never built out. The applicant asked that the portion on their property be vacated, but the City then added the rest of the property to the request to clean up this situation.

Council President Pro Tem Palmer confirmed that the adjacent property owners were notified. Ms. Bowers advised they were, by mail.

Tom Dixon, Rolland Engineering, used an archive photo and explained how the error occurred and the need for the correction.

There were no public comments.

The public hearing was closed at 9:16 p.m.

Ordinance No. 3729 – An Ordinance Vacating a Portion of Undeveloped Right-of-Way Along G Road and the Arcadia North Subdivision Located at 2540 G Road

Councilmember Enos-Martinez moved to adopt Ordinance No. 3729 on Second Reading and ordered it published. Councilmember McCurry seconded the motion. Motion carried by roll call vote.

Public Hearing – Rezoning Jacobson Property Located at 738 26 Road from RSF-2 to RMF-5 [File # RZ-2004-304]

A request for approval to rezone 36.97 acres of land from RSF-2 (Residential Single-Family, not to exceed 2 units per acre) to RMF-5 (Residential Multi-Family, not to exceed 5 dwelling units per acre). The request precedes an application for a major subdivision. To be in compliance with the Growth Plan, a rezone must be granted. The Growth Plan requires a minimum density of 4 units per acre or a maximum of 8 units per acre. RMF-5 is in the mid range.

Tom Volkmann, representing the applicant, said he heard the discussion at Monday's workshop on the Planning Commission meeting on this item and since there is not a full Council present, he would like to request a continuance to allow him to discuss the unusual procedural posture with City Attorney Shaver.

Council President Hill clarified that a continuance can be granted or the item can be remanded back to the Planning Commission. City Attorney Shaver concurred.

Community Development Director Bob Blanchard was asked about the timing of the schedule for the Planning Commission agenda. He said there are notice issues if it is another public hearing or if directed to simply conclude the item then it could be scheduled sooner.

Council President Hill suggested a motion to remand the matter back to the Planning Commission in order that they reframe the motion.

City Attorney Shaver said it will be a reconsideration and reforming of the motion.

Ordinance No. 3730 – An Ordinance Rezoning Approximately 37 Acres of Land Located at 738 26 Road from RSF-2 to RMF-5

Councilmember Spehar moved that the Council send this item back to the Planning Commission with the instruction that they need to complete the action on the project with their recommendation to Council, and not hold another hearing. Councilmember Enos-Martinez seconded the motion. Motion carried by roll call vote.

NON-SCHEDULED CITIZENS & VISITORS

There were none.

Council President Hill recognized a representative from the League of Women Voters in the audience as well as some of the City Council candidates.

OTHER BUSINESS

There were none.

ADJOURNMENT

The meeting adjourned at 9:35 p.m.

Stephanie Tuin, MMC
City Clerk

Attach 2

**Farm Lease for the Saccomanno Park Property to Frank M. Fisher
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
Subject	Farm Lease of the Saccomanno Park Property to Frank M. Fisher						
Meeting Date	March 16, 2005						
Date Prepared	February 25, 2005					File #	
Author	Don Hobbs			Assistant Director, Parks & Recreation			
Presenter Name	Joe Stevens			Director, Parks & Recreation			
Report results back to Council	X	No		Yes	When		
Citizen Presentation		Yes	X	No	Name		
	Workshop	X	Formal Agenda		X	Consent	Individual Consideration

Summary: A resolution authorizing a one-year farm lease of the City's Saccomanno Park property, located at the southwest corner of 26 ½ Road and H Road

Budget: Annual revenue to the Parkland Expansion Fund: \$1,000.

Action Requested/Recommendation: Adopt resolution authorizing a one-year lease of the Saccomanno Park property to Frank M. Fisher.

Attachments: Proposed Resolution, which includes lease.

Background Information: The City purchased the 30 acre Saccomanno Park property in 1994 as a community park site in accordance with the recommendation of the *Parks, Recreation and Open Space Master Plan* adopted by City Resolution No. 91-92. Timing for development of the property is pending. Meanwhile, the property and its appurtenant water rights have remained productive through successive farm lease agreements with Robert H. Murphy. Mr. Murphy has notified the City that he will not be renewing the farm lease agreement. Staff recommends the leasing of the farming rights associated with the Saccomanno Park Property to Frank M. Fisher, for a period of one-year, commencing on March 1, 2005, and expiring on February 28, 2006. Mr. Fisher currently leases the Matchett Park site and has provided a commendable level of stewardship for that property. The terms of the proposed Saccomanno lease requires Mr. Fisher to provide all materials, equipment and labor necessary to care for the property. Recommended rent for the 2005 farming season is \$1,000.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A ONE-YEAR FARM LEASE OF THE
“SACCOMANNO PARK PROPERTY”
TO FRANK M. FISHER**

Recitals.

The City of Grand Junction is the owner of that certain real property legally described as: Lot 4 of the Replat of Lot 2, Saccomanno Minor Subdivision, situate in the NE ¼ NW ¼ of Section 35, Township 1 North, Range 1 West of the Ute Meridian, Mesa County, Colorado, as recorded in Plat Book 13 at Page 449 in the office of the Mesa County Clerk and Recorder, commonly known as the Saccomanno Park Property.

The City purchased the Saccomanno Park Property in 1994 as a community park site. While development of the Saccomanno Park Property as a community park is pending, the property and its appurtenant water rights have remained productive through successive farm lease agreements with Robert H. Murphy. Mr. Murphy has notified the City that he will not be renewing the farm lease agreement.

The City Council deems it appropriate to lease the farming rights associated with the Saccomanno Park Property to Frank M. Fisher, for a period of one-year, commencing on March 1, 2005, and expiring on February 28, 2006.

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

That the City Manager, on behalf of the City and as the act of the City, is hereby authorized to execute and enter into the attached Farm Lease Agreement with Frank M. Fisher.

PASSED and ADOPTED this _____ day of March, 2005.

Attest:

President of the Council

City Clerk

FARM LEASE AGREEMENT

THIS FARM LEASE AGREEMENT is entered into as of the 1st day of March, 2005, by and between the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City", and Frank M. Fisher, hereinafter referred to as "Lessee", whose address for the purpose of this Agreement is 948 26 Road Road, Grand Junction, Colorado 81506.

RECITALS

A. The City is the owner of that certain real property in the City of Grand Junction, County of Mesa, State of Colorado, described as Lot 4 of the Replat of Lot 2 of Saccomanno Minor Subdivision, situated at the southwest corner of the intersection of 26½ Road and H Road and hereinafter referred to as "the Property". The City acquired the property for park purposes and intends to develop the Property as a community park; however, timing for development and use of the Property as a community park is uncertain. Until the Property is developed as a community park, the City believes it is in the best interest of the community that the Property continue to be maintained as a productive farm, that the water rights and ditch rights appurtenant to the Property be used to their full and maximum extent, that all aspects of the Property be maintained to the highest practicable standard, and that expenses be kept to a minimum without waste.

B. Lessee desires to lease the farming rights associated with the Property in accordance with the desires and express intent of the City. Lessee has represented to the City that Lessee possesses the knowledge, experience, equipment, personnel and financial resources to maintain the Property to the highest practicable standard and to use the water and water rights and ditches and ditch rights to their full and maximum extent, all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, In consideration of the payment of rent and the performance of the promises, covenants, conditions, restrictions, duties and obligations set forth herein, the parties agree as follows:

1. Grant and Acceptance of Lease. The City hereby leases the farming rights associated with the Property to Lessee, and Lessee hereby accepts and leases the farming rights associated with the Property from the City, for the term stated in paragraph 2 below and for the specific purposes and duties of maintaining all aspects of the Property, including water and water rights and ditches and ditch rights, all in accordance with the terms and conditions of this Agreement.

2. Term.

2.1 The term of this Lease shall commence on March 1, 2005, and continue through February 28, 2006, at which time this Lease shall expire; provided, however, that in the event Lessee shall fully and completely fulfill each and every covenant, condition, duty and obligation of Lessee as hereinafter set forth and in the event Lessor determines,

at Lessor's sole discretion, to again lease the farming rights associated with the Property in accordance with the provisions of this Lease, Lessee shall have the first right of refusal to lease the farming rights associated with the Property for the term commencing on March 1, 2006, and expiring on February 28, 2007, as more fully set forth in paragraph 12 below. The City may, in its sole discretion, allow Lessee to continue to occupy a designated portion of the Property for a reasonable period of time for the sole purpose of storing crops which have been harvested from the Property pending the sale and/or delivery of said crops to market.

2.2 Robert H. Murphy leased and farmed the Property in 2004. Mr. Murphy planted corn on the Property during the 2004 growing season (the "Murphy Corn"). The parties acknowledge that Robert H. Murphy and Lessee have a verbal agreement under which Lessee has agreed to harvest and remove, at the time agreed upon between Mr. Murphy and Lessee, any of the Murphy Corn which remains on the Property as of the beginning of the term of this Lease. Lessee shall take full responsibility for the harvesting and removal of the Murphy Corn, including harvesting at the time agreed upon between Mr. Murphy and Lessee and payment to Robert H. Murphy, if any, for proceeds from or other monies due to Mr. Murphy from Lessee's harvest of the Murphy Corn. Lessee shall hold the City harmless against any claims arising from the harvesting and removal of the Murphy Corn or Lessee's failure to harvest and remove the Murphy Corn.

3. Rental. Rental for the farming rights hereby leased during the term hereinabove specified shall be \$1,000.00, which amount shall be due and payable, without demand by the City, on or before March 31, 2005. In the event payment of rent is not received by the City on or before March 31, 2005, Lessee agrees to pay to the City a late charge of \$100.00, which amount shall be added to the amount of rent(s) due. In the event payment of rent and any late charge is not received by the City on or before April 15, 2005, this Lease shall automatically terminate and neither party shall have any further rights, duties or obligations under this Agreement.

4. Reservations from Lease. The City withholds from this Lease and hereby retains and reserves unto itself: (a) all oil, gas, coal and other minerals and mineral rights underlying and/or appurtenant to the Property; (b) all water and water rights, ditches and ditch rights appurtenant to and/or connected with the Property, including, but not limited to, any water and/or water rights which may have been previously used on or in connection with the Property, for whatever purpose; (c) all rights to grant, sell, bargain and convey ownership interest(s) in and to the Property, or any division thereof, to any other party, including the conveyance of easements, so long as such action will not interfere with Lessee's use and quiet enjoyment of the Property for the purposes set forth in this Agreement; and (d) the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, in whole or in part, even if such taking is made by and/or for the purposes of the City, or for any conveyance in lieu of condemnation. Lessee hereby assigns and transfers to the City any claim Lessee may assert to compensation, including claims for damages, as a result of any condemnation.

5. Use and Condition of the Property.

5.1 Lessee agrees that Lessee's use of the Property is strictly limited to the growing and cultivating of the type(s) of crop(s) which are mutually agreed upon between the City and Lessee and for no other purposes. In connection therewith, Lessee agrees to thoroughly plow, irrigate, cultivate, fertilize and farm all farmable lands upon the Property in a responsible and prudent farm-like manner. This Lease does not authorize Lessee to permit stock of any kind to run in any field on the Property.

5.2 Lessee agrees that Lessee's use and occupancy of the Property shall be subject to all applicable laws, rules, rulings, codes, regulations and ordinances of any governmental authority, either now in effect or hereafter enacted, having jurisdiction over the Property and Lessee's use, occupancy and operations thereon. Lessee agrees that Lessee shall not use nor permit the Property to be used for any other purpose or in any other fashion or manner contrary to this Lease or the laws, ordinances, codes or regulations of any governmental unit or agency exercising jurisdiction over the Property or any use thereon.

5.3 Lessee agrees to maintain, clean and repair all aspects of the Property at Lessee's sole cost and expense, including, but not limited to driveways, fences, gates, ditches, headgates, piping and other irrigation facilities located upon the Property, and to not allow irrigation water to overrun any furrows or otherwise cause damage to the Property or to the real or personal property of any other party. Lessee agrees that the City shall not be obligated nor required to repair damages to any portion or aspect of the Property.

5.4 Lessee agrees to make a reasonable effort to keep the Property free from noxious weeds. Lessee further agrees that Lessee shall not commit nor permit waste, damage or injury to the Property.

5.5 Lessee has inspected the Property, the rights and privileges appurtenant thereto, and the rules, regulations, codes and ordinances governing Lessee's use, occupancy and operations thereon. Lessee agrees that the condition of the Property and such rights, privileges, rules, regulations, codes and ordinances are sufficient for the purposes of Lessee. The City makes no warranties, promises or representations, express or implied, that the Property is sufficient for the purposes of Lessee. If the Property is damaged due to fire, flood or other casualty, or if the Property or any aspect thereto is damaged or deteriorates to the extent where it is no longer functional for the purposes of Lessee, the City shall have no obligation to repair the Property nor to otherwise make the Property usable or occupiable; damages shall be at Lessee's own risk.

6. Irrigation of the Property. Irrigation of the Property is an essential duty and obligation to be undertaken by Lessee on behalf of the City. Irrigation of the Property shall be undertaken in accordance with the following provisions:

6.1 The City agrees to pay the base water assessments, when the same become due and payable, which are levied by authorities having jurisdiction and control over the irrigation water appropriated to the Property.

6.2 Lessee agrees to pay for all costs and fees, when the same become due and payable, which are charged for water usage in excess of the base amounts set forth in subparagraph 6.1 above.

6.3 Lessee shall apply the base water and such additional water as is necessary to the Property to irrigate crops during the historical irrigating season. Any failure by Lessee to irrigate the Property as set forth above, or any of the following acts or omissions on the part of Lessee with respect to the water rights appurtenant to the Property, shall be grounds for immediate termination of this Lease:

- a. failure or refusal to cultivate the Property and/or make use of available water upon the Property without the prior written consent of the City; or
- b. failure to maintain and preserve the irrigation structures, ditches, pipes and other irrigation facilities and appurtenances on the Property in such a manner as to allow the full application of water rights to the Property.

7. Fees and Charges. Lessee shall hold the City harmless from and indemnify the City against any and all fees, charges, costs and expenses associated with the Property, excepting the base water assessment which the City shall pay as set forth in paragraph 6.1. If Lessee fails to pay any of the foregoing when the same become due and payable, the City may, without obligation to do so, pay such amount(s) and, in such event, the amount(s) paid by the City, plus interest at the rate of fifteen percent (15%) per annum from the date of such payment by the City, shall be due and payable from Lessee to the City.

8. Nonliability of the City for Damage.

8.1 The City shall not be liable for liability or damage claims for injury to persons or property, including property of Lessee, from any cause relating to the occupancy and use of the Property by Lessee, including those arising out of damages or losses occurring on areas adjacent to the Property or easements used for the benefit of the Property during the term of this Lease or any extension thereof, nor for any injury or damage to any property of Lessee or any other party, from any cause. Lessee shall indemnify the City, its officers, employees and agents, and hold the City, its officers, employees and agents, harmless from all liability, loss or other damage claims or obligations resulting from any injuries, including death, or losses of any nature.

8.2 The City shall not be liable to Lessee for any damages or any loss of profits or loss of opportunities claimed by Lessee or for interruption of Lessee's business or operations resulting from fire, the elements, casualty of any kind or the closure of any public highway providing access to and from the Property.

9. Hazardous Substances.

9.1 The term "Hazardous Substances", as used in this Agreement, shall mean any substance which is: defined as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law enacted by any federal, state and local governmental agency or other governmental authority; a petroleum hydrocarbon, including, but not limited to, crude oil or any fraction thereof; hazardous, toxic or reproductive toxicant; regulated pursuant to any law; any pesticide or herbicide regulated under state or federal law. The term "Environmental Law", as used in this Lease Agreement, shall mean each and every federal, state and local law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization or similar requirement of each and every federal state and local governmental agency or other governmental authority, pertaining to the protection of human health and safety of the environment, either now in force or hereafter enacted.

9.2 Lessee shall not cause or permit to occur by Lessee and/or Lessee's agents, guests, invitees, contractors, licensees or employees:

- a. any violation of any Environmental Law on, under or about the Property or arising from Lessee's use and occupancy of the Property, including, but not limited to, air, soil and groundwater conditions; or
- b. the use, generation, accidental or uncontrolled release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substance on, under or about the Property, or the transportation to or from the Property of any Hazardous Substance in violation of any federal state or local law, ordinance or regulation either now in force or hereafter enacted.

10. Environmental Clean-Up.

10.1 The following provisions shall be applicable to Lessee and to Lessee's agents, guests, invitees, contractors, licensees and employees:

- a. Lessee shall, at Lessee's sole cost and expense, comply with all Environmental Laws and laws regulating the use, generation, storage, transportation or disposal of Hazardous Substances;
- b. Lessee shall, at Lessee's sole cost and expense, make all submissions to provide all information required by and/or to comply with all requirements of all governmental authorities ("the Authorities") under Environmental Laws and other applicable laws.
- c. Should any Authority or the City demand that a clean-up plan be prepared and that a clean-up plan be undertaken because of any deposit, spill, discharge or other release of Hazardous Substances on, under or about the Property,

Lessee shall, at Lessee's sole cost and expense, prepare and submit the required plan(s) and all related bonds and other financial assurances, and Lessee shall carry out all such clean-up plan(s) in compliance with the Authorities and all Environmental Laws and other applicable laws.

- d. Lessee shall promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Substances requested by any Authority. If Lessee fails to fulfill any duty imposed hereunder within a reasonable time, the City may do so on Lessee's behalf and, in such case, Lessee shall cooperate with the City in the preparation of all documents the City or any Authority deems necessary or appropriate to determine the applicability of Environmental Laws to the Property and Lessee's use thereof, and for compliance therewith, and Lessee shall execute all documents promptly upon the City's request. No such action by the City and no attempt made by the City to mitigate damages under any Environmental Law or other applicable law shall constitute a waiver of any of Lessee's obligations hereunder.
- e. Lessee's obligations and liabilities hereunder shall survive the expiration or termination of this Lease Agreement.

10.2 Lessee shall indemnify, defend and hold the City, its officers, employees and agents harmless from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith (including the costs and fees of attorneys, consultants and experts) arising out of or in any way connected with any deposit, spill, discharge or other release of Hazardous Substances and the violation of any Environmental Law and other applicable law by Lessee and/or Lessee's agents, guests, invitees, contractors, licensees and employees that occur during the term of this Lease or any extension thereof, or from Lessee's failure to provide all information, make all submissions, and take all actions required by all Authorities under the Environmental Laws and other applicable laws. Lessee's obligations and liabilities hereunder shall survive the expiration or termination of this Lease Agreement.

11. Default, Sublet, Termination, Assignment.

11.1 Should Lessee: (a) default in the performance of its agreements or obligations herein and any such default continue for a period of thirty (30) days after written notice thereof is given by the City to Lessee; or (b) abandon or vacate the Property; or (c) be declared bankrupt, insolvent, make an assignment for the benefit of creditors, or if a receiver is appointed; the City, at the City's option, may cancel and annul this Lease at once and enter and take possession of the Property immediately without any previous notice of intention to reenter, and such reentry shall not operate as a waiver or satisfaction in whole or in part of any claim or demand arising out of or connected with any breach or violation by Lessee of any covenant or agreement to be performed by Lessee. Upon reentry, the City may remove the property and personnel of Lessee and store Lessee's property in a warehouse or at a place selected by the City, at the expense

of Lessee and without liability to the City. Any such reentry shall not work a forfeiture of nor shall it terminate the rent(s) to be paid or the covenants and agreements to be performed by Lessee for the full term of this Lease; and, upon such reentry, the City may thereafter lease or sublease the Property for such rent as the City may reasonably obtain, crediting Lessee with the rent so obtained after deducting the cost reasonably incurred in such reentry, leasing or subleasing, including the costs of necessary repairs, alterations and modifications to the Property. Nothing herein shall prejudice or be to the exclusion of any other rights or remedies which the City may have against Lessee, including, but not limited to, the right of the City to obtain injunctive relief based on the irreparable harm caused to the City's reversionary rights.

11.2 Except as otherwise provided for (automatic and immediate termination), if Lessee is in default in the performance of any term or condition of this Lease Agreement, the City may, at its option, terminate this Lease upon giving thirty (30) days written notice. If Lessee fails within any such thirty (30) day period to remedy each and every default specified in the City's notice, this Lease shall terminate. If Lessee remedies such default, Lessee shall not thereafter have the right of thirty (30) days (to remedy) with respect to a similar subsequent default, but rather, Lessee's rights shall, with respect to a subsequent similar default, terminate upon the giving of notice by the City.

11.3 Lessee shall not assign or sublease the Property, or any right or privilege connected therewith, or allow any other person, except officers, employees, agents and clientele of Lessee, to occupy the Property or any part thereof without first obtaining the written consent of the City, which consent must be approved and ratified by the City Council of the City. Any attempt to sublet, assign or transfer without the prior written consent of the City shall be void *ab initio*. In the event an assignment of this Lease or a sublease is authorized by the City, Lessee shall not be released from Lessee's obligations and duties under this Lease and this Lease shall remain in full force and effect. Any consent by the City shall not be a consent to a subsequent assignment, sublease or occupation by any other party. Any unauthorized assignment, sublease or permission to occupy by Lessee shall be void and shall, at the option of the City, provide reasonable cause for the City to terminate this Lease. The interest of Lessee in this Lease is not to be assignable by operation of law without the formal approval and ratification by the City Council of the City.

11.4 This Lease is not intended to and shall in no way preclude the City from actively marketing the Property for sale or exchange, whether through the efforts of the City, a real estate broker or any other person, nor shall this Lease prevent the City from selling, exchanging or conveying the Property to any other party; provided, however, that in the event any such sale, exchange or conveyance is made during the term of this Lease, such sale, exchange or conveyance shall be made subject to Lessee's leasehold interest in the Property. In the event of the voluntary or involuntary transfer of the City's interest in the Property, Lessee will attorn to the transferee of, or successor to, the City's interest in the Property, and recognize such transferee or successor as Lessor under this Lease.

11.5 Lessee shall not engage or allow any contractor, materialman or supplier to perform any work or supply any materials or other goods or services on any portion of the Property which could be the subject of a mechanic's lien.

12. Option to Extend Lease. If Lessee performs Lessee's duties and obligations pursuant to this Agreement to the satisfaction of Lessor and if Lessor chooses, at its sole option and discretion, to again lease the farming rights associated with the Property, at the expiration of the term as set forth in paragraph 2, Lessor hereby grants to Lessee an option to extend this Farm Lease for one (1) additional one (1) year period, commencing on March 1, 2006, and expiring on February 28, 2007 ("second term"), upon the same terms and conditions of this Agreement or upon other terms and conditions which may hereafter be negotiated between the parties. In order to exercise Lessee's option for a second term, Lessee shall, on or before February 1, 2006, give written notice to Lessor of Lessee's desire and intention to lease the Property for a second term.

13. Fees or Commissions. The parties to this Lease Agreement warrant that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. The City and Lessee agree to defend, indemnify and hold the other harmless from any claim for real estate brokerage commissions or finder's fees asserted by any other party claiming to be entitled to brokerage commissions or finder's fees arising out of this Lease.

14. Notices. All notices to be given with respect to this Lease shall be in writing delivered either by United States mail or Express mail, postage prepaid, or by facsimile transmission, personally by hand or courier service, as follows:

To the City:
City of Grand Junction
Parks & Recreation Director
1340 Gunnison Avenue
Grand Junction, CO 81501

With Copy to:
City of Grand Junction
City Attorney
250 North 5th Street
Grand Junction, CO 81501

To Lessee:
Frank M. Fisher
948 26 Road
Grand Junction, CO 81506

All notices shall be deemed given: (a) if sent by mail, when deposited in the mail; (b) if delivered by hand or courier service, when delivered; or (c) if transmitted by facsimile, when transmitted. The parties may, by notice as provided above, designate a different address to which notice shall be given.

15. Not a Partnership.

15.1 The City, by entering into this Lease Agreement, does not part with its entire possession of the Property, but only so far as it is necessary to enable Lessee to farm the Property and carry out the terms and provisions of this Lease. It is expressly agreed between the parties that this Agreement is one of lease and not of partnership and that the City shall not be or become responsible for any debts contracted or incurred by Lessee. Lessee shall save, indemnify and hold the City, its officers, employees and agents harmless against all liability and loss, and against all claims or actions based upon or arising out of any claim, lien, damage or injury (including death), to persons or property caused by Lessee or sustained in connection with Lessee's performance of the terms and conditions of this Agreement or the conditions created thereby, or based upon any violation of any statute, ordinance, code or regulation, either now in force or hereinafter enacted, and the defense of any such claims or actions, including the costs and fees of attorneys, consultants and experts. Lessee shall also save, indemnify and hold the City, its officers, employees and agents harmless from and against all liability and loss in connection with, and shall assume full responsibility for the payment of, all federal, state and local taxes, fees or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to employees engaged by Lessee.

15.2 The City hereby reserves the right to at all times have its officers, employees and agents enter into and upon the demised premises and every part thereof and to do such acts and things as may be deemed necessary for protection of the City's interests therein.

16. Enforcement, Partial Invalidity, Governing Law.

16.1 If the City uses the services of a city attorney, or engages another attorney or attorneys to enforce its rights hereunder, or to terminate this Agreement, or to defend a claim by Lessee or any person claiming through Lessee, and/or to remove Lessee or Lessee's personal property from the Property, Lessee agrees to pay the reasonable attorney's fees of the City in such regard, plus the costs or fees of any experts, incurred in such action.

16.2 The invalidity of any portion of this Lease Agreement shall not affect the validity of any other provision contained herein. In the event any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provisions.

16.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any action to enforce any covenant or agreement contained in this Agreement shall be in Mesa County, Colorado.

17. Surrender, Holding Over. Lessee shall, upon the expiration or termination of this Lease, surrender the Property to the City in good order, condition and state of repair, reasonable wear and use excepted. In the event Lessee fails, for whatever reason, to vacate and surrender the Property upon the expiration or termination of this Lease and the parties have not reached an agreement which would allow Lessee to continue to occupy any portion of the Property, Lessee agrees that Lessee shall pay to the City the sum of \$25.00 per day for each and every day thereafter until Lessee has effectively vacated and surrendered the Property. The parties agree that it would be difficult to establish the actual damages to the City in the event Lessee fails to vacate and surrender the Property upon the expiration or termination of this Lease, and that said \$25.00 daily fee is an appropriate liquidated damages amount.

18. Total Agreement; Applicable to Successors. This Lease contains the entire agreement between the parties and, except for automatic expiration or termination, cannot be changed or modified except by a written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding upon the successors and authorized assigns of both parties.

The parties hereto have each executed and entered into this Lease Agreement as of the day and year first above written.

Attest:

The City of Grand Junction,
a Colorado home rule municipality

City Clerk

City Manager

Lessee:

Frank M. Fisher

Attach 3
Purchase of Two Reel Fairway Mowers
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject	Purchase of Two Reel Fairway Mowers						
Meeting Date	March 16, 2005						
Date Prepared	February 22, 2005						
Author	Julie M. Hendricks			Buyer			
Presenter Name	Ron Watkins Mark Relph			Purchasing Manager Public Works & Utilities Director			
Report results back to Council	X	No		Yes	When		
Citizen Presentation		Yes	X	No	Name		
	Workshop	X	Formal Agenda		X	Consent	Individual Consideration

Summary: This purchase is for the replacement of two (2) Reel Fairway Mowers. They are currently scheduled for replacement in 2005 as identified by the annual review of the fleet replacement committee.

Budget: The Fleet Division has budgeted \$65,000 for replacement of these vehicles in 2005. The budget for this replacement has been approved in the 2005 fiscal year budget.

Action Requested/Recommendation: Authorize the City Purchasing Manager to purchase two (2) Reel Fairway Mowers from Colorado Golf and Turf for the amount of \$59,086.00.

Background Information: Two (2) Reel Fairway Mowers were solicited from the City's on-line bidding source and the solicitation was advertised in the Daily Sentinel per City Purchasing Policy. The City solicited bids from 32 vendors and received 3 bids. Unit #715 and #716 were offered as trade, and Colorado Golf and Turf offered \$1000 for each trade. The cost will be \$30,543.00 each for a total of \$61,086.00 (F.O.B. Grand Junction, Colorado) minus the trade amount of \$2000.00 for a total cost of \$59,086.00. The City Fleet Manager and the City Purchasing Manager agree with this recommendation.

Company	Location	Manuf/Model	Cost (w/trade)
Colorado Golf & Turf Inc	Littleton CO	John Deere 3225C	\$59,086.00
Ellen Equipment	Aurora, CO	Jacobsen LF-3400	\$66,850.00
LL Johnson	Denver, CO	Toro, RM 5400-D	\$66,626.00

**Attach 4
Purchase of Police Vehicles**

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject	Purchase of Police Vehicles						
Meeting Date	March 16, 2005						
Date Prepared	March 1, 2005						
Author	Julie M. Hendricks			Buyer			
Presenter Name	Ron Watkins Mark Relph			Purchasing Manager Public Works & Utilities Director			
Report results back to Council	X	No		Yes	When		
Citizen Presentation		Yes	X	No	Name		
	Workshop	X	Formal Agenda		X	Consent	Individual Consideration

Summary: This purchase is for the replacement of five (5) Police Patrol vehicles. They are currently scheduled for replacement in 2005 as identified by the annual review of the fleet replacement committee.

Budget: The Fleet Division has budgeted \$132,500 for replacement of these vehicles in 2005. The budget for this replacement has been approved in the 2005 fiscal year budget.

Action Requested/Recommendation: Authorize the City Purchasing Manager to purchase five (5) Crown Victoria Police Vehicles from Lakewood Ford Inc. for the amount of \$125,290.00.

Background Information: The State of Colorado award has provisions for local government to purchase off of their contract. The State Purchasing Office, Division of Finance and Procurement competitively bid and awarded the Crown Vic Police Interceptors for 2004/2005. The award number is #07006YYY08M. The City Fleet Manager and the City Purchasing Manager agree with this recommendation.

Attach 6
Revoking a Revocable Permit to Fuoco Investments, LLC
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Resolution Revoking a Revocable Permit to Fuoco Investments, LLC					
Meeting Date	March 16, 2005					
Date Prepared	March 7, 2005				File # SPR-2004-244	
Author	Scott D. Peterson		Associate Planner			
Presenter Name	Scott D. Peterson		Associate Planner			
Report results back to Council	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	When	
Citizen Presentation		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Name	
	Workshop	<input checked="" type="checkbox"/>	Formal Agenda		<input checked="" type="checkbox"/>	Consent
						Individual Consideration

Summary: The proposed action will revoke a permit that authorized the use of the Hill Avenue right-of-way between N. 1st Street and 2nd Street for vehicular parking purposes, including automobile sales display and customer parking.

Action Requested/Recommendation: Approval and adoption of the Resolution Revoking a Revocable Permit issued to Fuoco Investments, LLC on April 18, 2001.

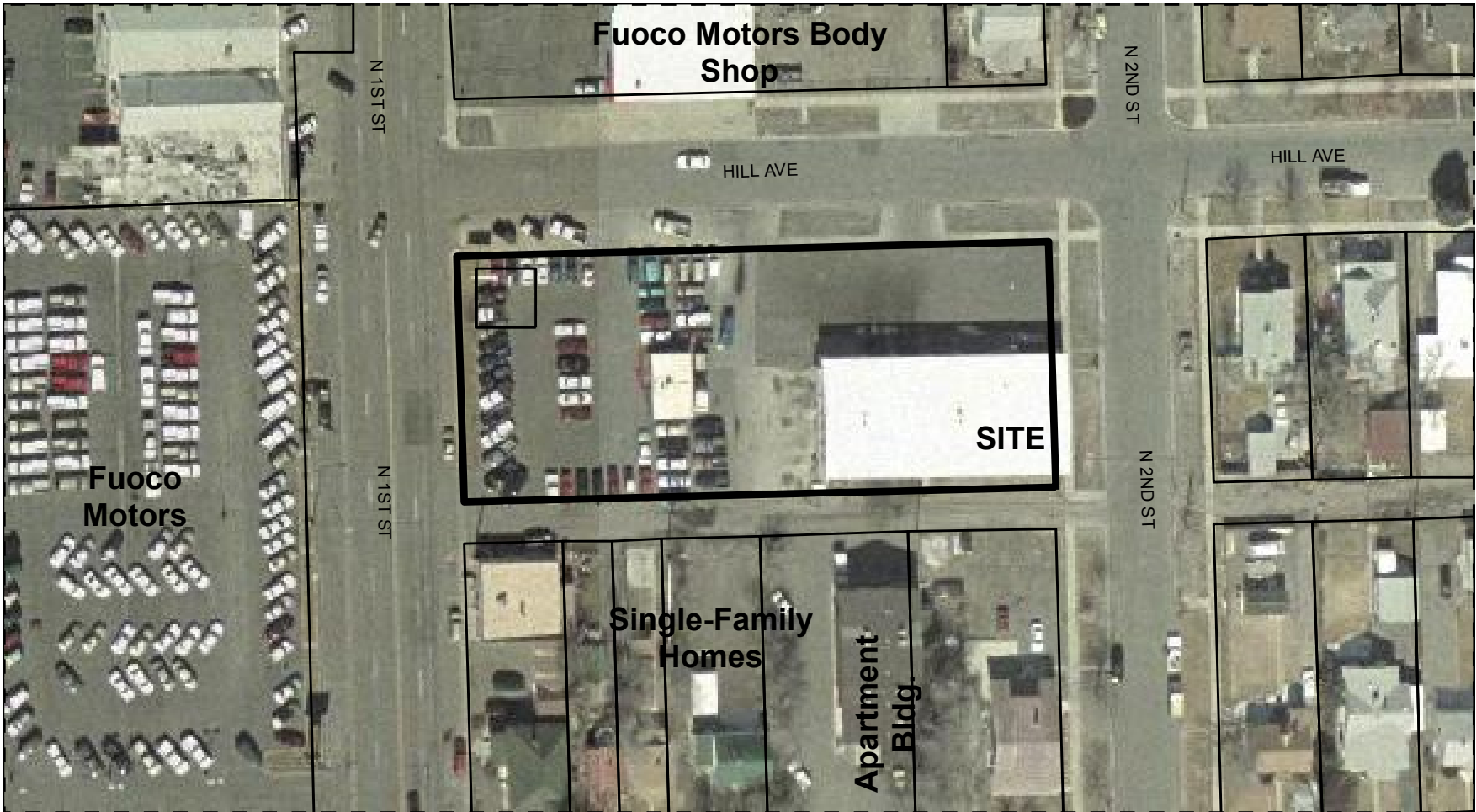
Background Information: Fuoco Investments, LLC owns the property where the present Monument Motors Inc. is located at the intersection of N. 1st Street and Hill Avenue. The City Council issued a Revocable Permit in 2001 that authorized the property owner to display automobiles and allow customer parking in the Hill Avenue right-of-way. The applicant now wishes to develop the site for their Honda dealership location and remodel and expand the existing building for a new showroom and vehicle service area (SPR-2004-244). In accordance with the Zoning & Development Code, landscaping of the right-of-way of Hill Avenue is now required of the development, therefore the applicant has agreed to surrender their Revocable Permit that they received in 2001 from the City.

Attachments:

1. Aerial Photo
2. Resolution

Aerial Photo Map – Fuoco Honda – 748 N. 1st Street

Figure 1



Fuoco Motors Body Shop

N 2ND ST

N 1ST ST

HILL AVE

HILL AVE

SITE

N 2ND ST

N 1ST ST

Fuoco Motors

Single-Family Homes

Apartment Bldg.

RESOLUTION NO. _____

**A RESOLUTION FOR THE REVOCATION OF A REVOCABLE PERMIT
GRANTED TO
FUOCO INVESTMENTS, LLC**

Whereas, pursuant to City Resolution No. 41-01, passed and adopted on April 18, 2001, the City granted a Revocable Permit to Fuoco Investments, LLC for the purposes of vehicular parking, including automobile sales display and customer parking in public right-of-way; and

Whereas, the City reserved the right to revoke the Revocable Permit at any time and for any reason; and

Whereas, the property owner is now required as part of the Zoning & Development Code to landscape the right-of-way as part of their proposed new site development.

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

That certain Revocable Permit granted to Fuoco Investments, LLC by City Resolution No. 41-01, and all privileges issued or conveyed therein, be and the same are hereby revoked.

PASSED AND ADOPTED this _____ day of _____, 2005

President of the Council

Attest:

City Clerk

Attach 7
Setting a Hearing on Zoning the Sycamore Creek Annexation
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Zoning the Sycamore Creek Annexation, located at 2370 Broadway, to RSF-2 (Residential Single-Family 2 du/ac).					
Meeting Date	March 16, 2005					
Date Prepared	March 4, 2005				File #ANX-2005-005	
Author	Faye Hall		Planning Technician			
Presenter Name	Faye Hall		Planning Technician			
Report results back to Council	X	No		Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop	X	Formal Agenda	X	Consent	Individual Consideration

Summary: Introduction of a proposed zoning ordinance to zone the Sycamore Creek Annexation RSF-2 (Residential Single-Family 2 du/ac), located at 2370 Broadway.

Budget: N/A

Action Requested/Recommendation: Introduce a proposed zoning ordinance and set a public hearing for April 6, 2005. The Planning Commission recommended approval of the RSF-2 zoning at their February 22, 2005 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

STAFF REPORT / BACKGROUND INFORMATION				
Location:		2370 Broadway		
Applicants:		Owner: Howard & Maureen Holt Representative: Aibonito Design, LLC – Hiram Revez		
Existing Land Use:		Residential		
Proposed Land Use:		Residential		
Surrounding Land Use:	North	Scenic Elementary School & Residential		
	South	Residential		
	East	Residential		
	West	Residential		
Existing Zoning:		County RSF-4		
Proposed Zoning:		City RSF-2		
Surrounding Zoning:	North	County RSF-4		
	South	County RSF-4		
	East	County RSF-4		
	West	County RSF-4		
Growth Plan Designation:		Residential Low (1/2 -2 ac/du)		
Zoning within density range?	X	Yes		No

Staff Analysis:

Zone of Annexation: The requested zone of annexation to the RSF-2 district is consistent with the Growth Plan density of Residential Low 1/2-2 ac/du. The existing County zoning is RSF-4. 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 at their February 22, 2005 meeting to the City Council, finding the zoning to the RSF-2 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.

Attachments:

Annexation – Location Map

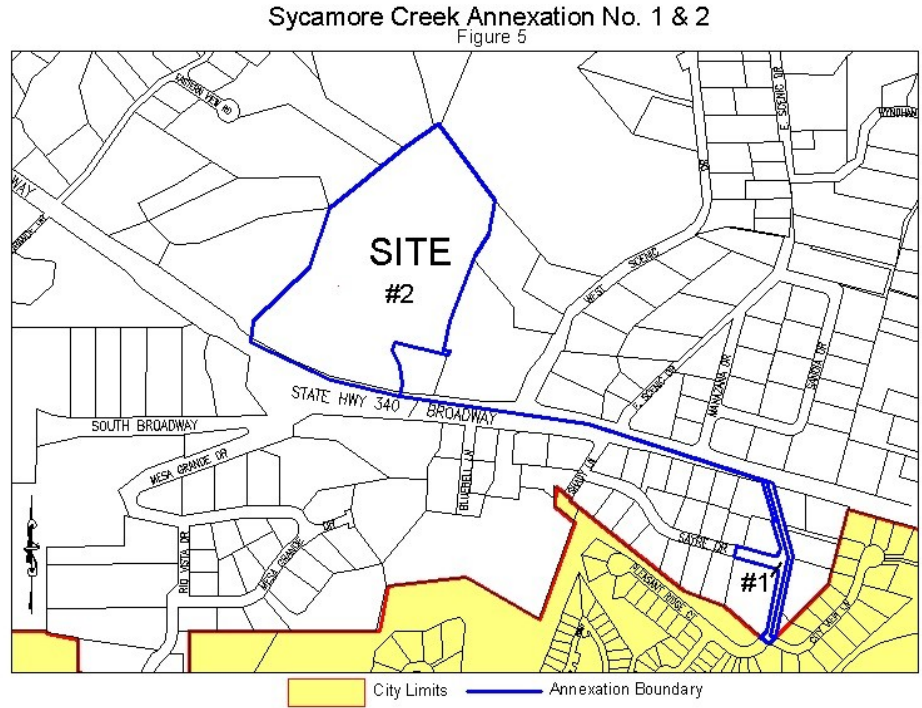
Aerial Photo

Growth Plan Map

Zoning Map

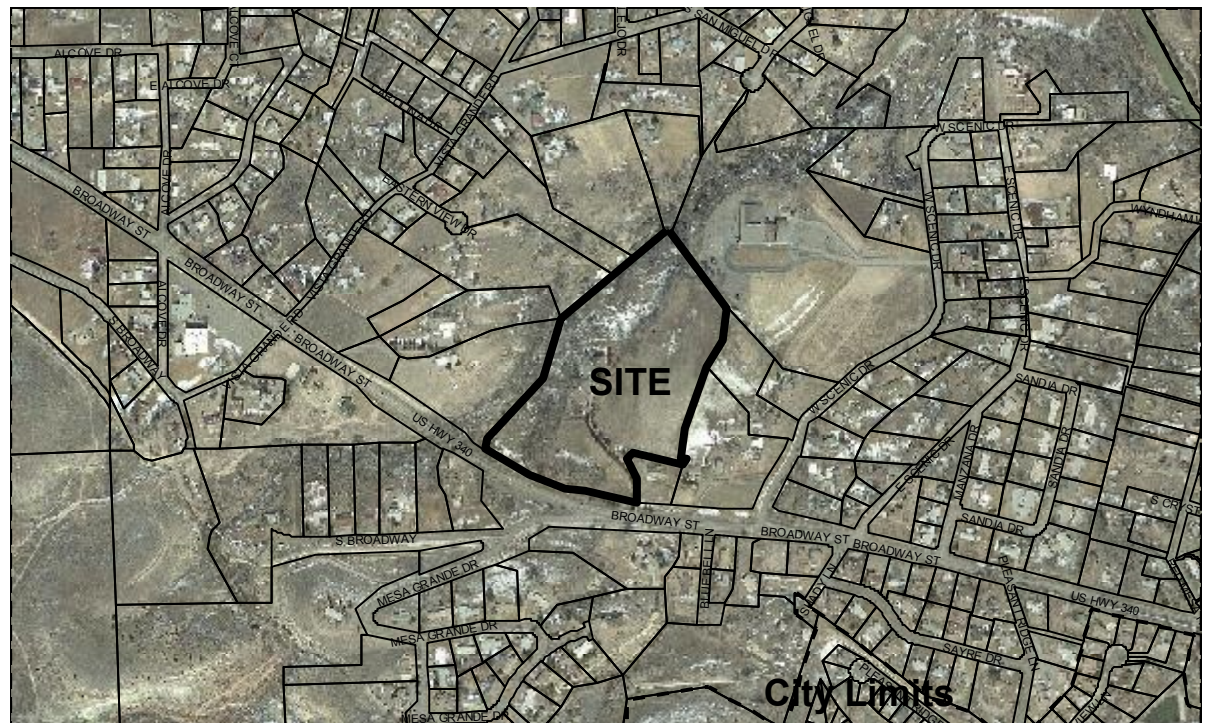
Annexation - Location Map

Figure 1



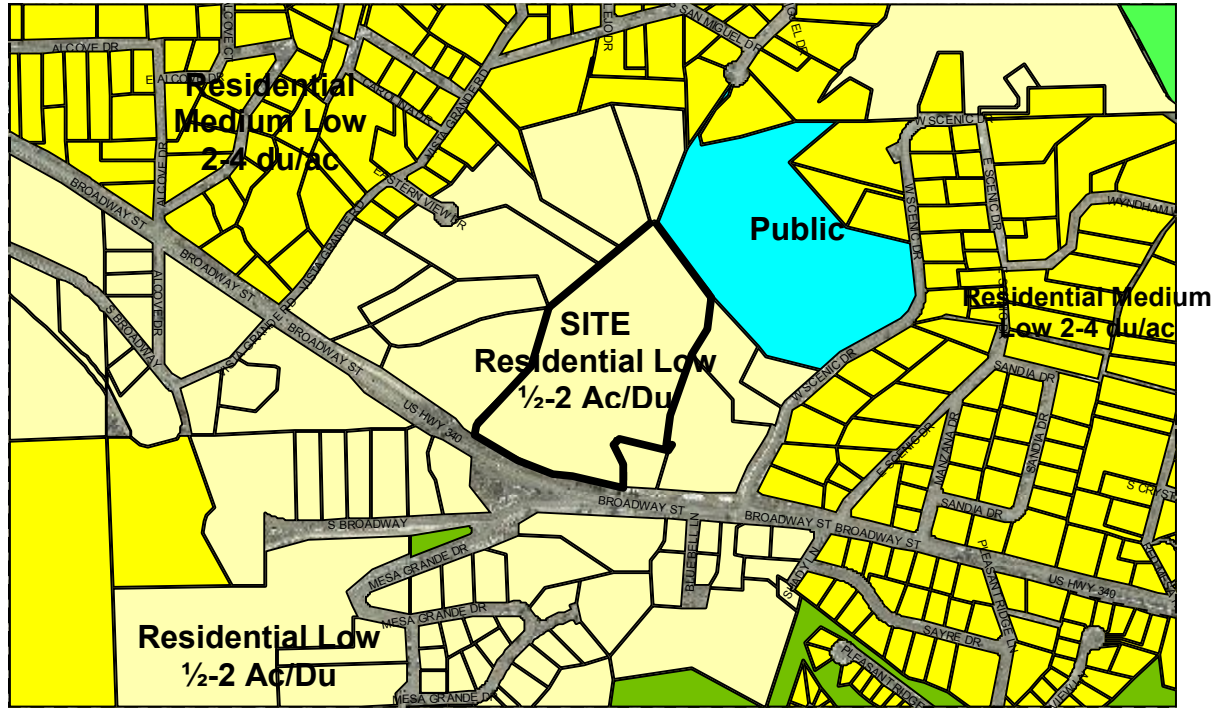
Aerial Photo Map

Figure 2



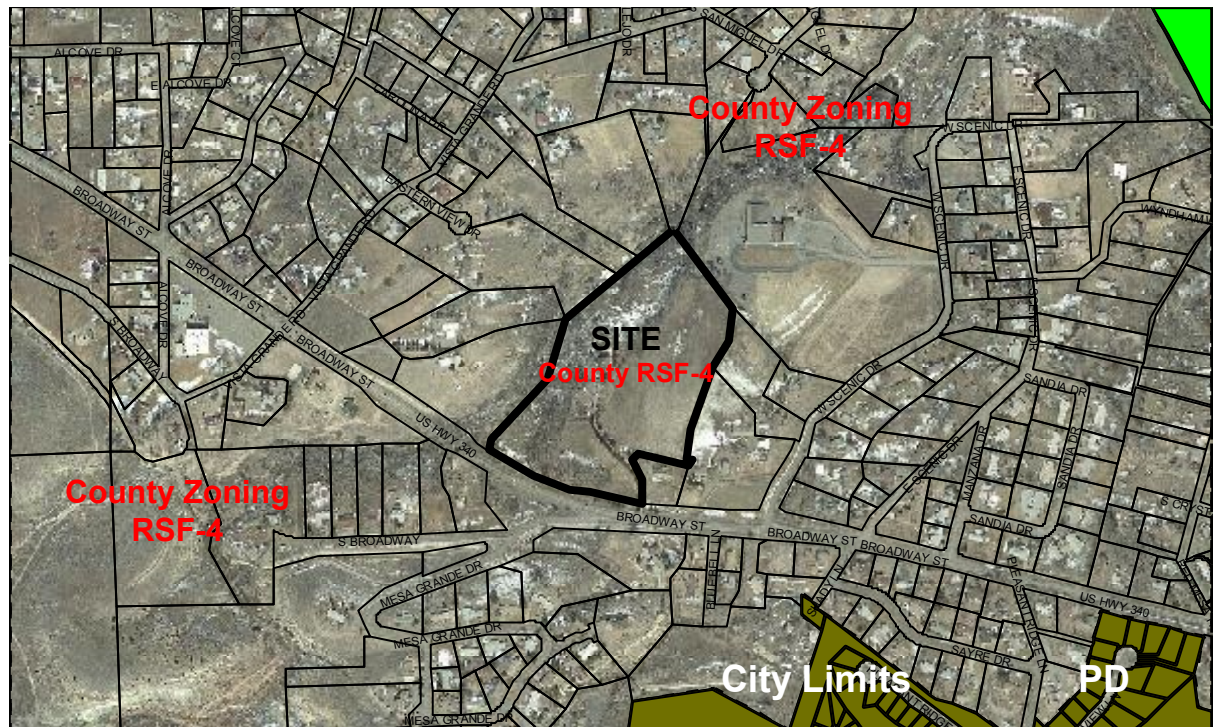
Future Land Use Map

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."

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ZONING THE SYCAMORE CREEK ANNEXATION TO
RSF-2 (RESIDENTIAL SINGLE-FAMILY 2 DU/AC)**

LOCATED AT 2370 BROADWAY

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 Sycamore Creek Annexation to the RSF-2 (Residential Single-Family 2 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-2 (Residential Single-Family 2 du/ac) zone district be established.

The Planning Commission and City Council find that the RSF-2 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 2 units per acre.

SYCAMORE CREEK ANNEXATION

A certain parcel of land lying in the East Half (E 1/2) of Section 17 and the West Half (W 1/2) of Section 16, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Northwest corner of Lot 8A, Watson's Subdivision Replat, as same is recorded in Plat Book 9, Page 65, Public Records of Mesa County, Colorado and assuming the North line of said Lot 8A bears N 74°29'23" W with

all other bearings contained herein being relative thereto; thence from said Point of Commencement, N89°42'56"E, a distance of 234.23 feet to the POINT OF BEGINNING; thence N16°24'23"W, a distance of 380.53 feet; thence N74°35'13"W, a distance of 809.18 feet; thence N84°02'09"W, a distance of 817.73 feet; thence N76°52'24"W, a distance of 432.77 feet; thence N60°00'34"W, a distance of 279.93 feet; thence N09°12'49"E, a distance of 101.19 feet; thence N46°05'49"E, a distance of 341.30 feet; thence N20°53'49"E, a distance of 273.50 feet; thence N50°59'49"E, a distance of 423.30 feet; thence N54°38'01"E, a distance of 173.11 feet; thence S39°37'44"E, a distance of 391.23 feet; thence S10°43'51"W, a distance of 180.00 feet; thence S32°48'47"W, a distance of 106.34 feet; thence S21°27'17"W, a distance of 290.99 feet; thence S10°23'22"W, a distance of 128.27 feet; thence S80°07'38"E, a distance of 23.40 feet; thence S19°42'58"W, a distance of 23.08 feet; thence N76°49'27"W, a distance of 240.55 feet; thence S15°12'20"W, a distance of 30.67 feet to the point of curve of a non tangent curve to the right, of which the radius point lies S53°49'32"W, a radial distance of 217.20 feet; thence southerly along the arc, through a central angle of 42°04'09", a distance of 159.48 feet; thence S05°53'40"W, a distance of 79.76 feet; thence S84°02'09"E, a distance of 817.86 feet; thence S74°35'13"E, a distance of 837.53 feet; thence S16°24'23"E, along the West line of Watson's Subdivision, as same is recorded in Plat Book 8, Page 65, Public Records of Mesa County, Colorado, a distance of 373.82 feet; thence S12°31'37"W, along the West line of Ratliff's Subdivision, as same is recorded in Plat Book 15, Page 215, Public Records of Mesa County, Colorado, a distance of 359.25 feet; thence N77°28'23"W, a distance of 25.00 feet; thence N12°31'37"E, a distance of 352.80 feet to the Point of Beginning.

CONTAINING 16.4031 acres (714,517 Sq Ft), more or less, as described.

Housing type, density and bulk standards shall be for the RSF-2 (Residential Single-Family 2 du/ac) zone district.

Introduced on first reading this 16th day of March, 2005 and ordered published.

Adopted on second reading this _____ day of _____, 2005.

Mayor

ATTEST:

City Clerk

Attach 8
Setting a Hearing on Zoning the Barker No. 3 Annexation
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Zoning the Barker No. 3 Annexation located at 2939 Jon Hall Drive					
Meeting Date	March 16, 2005					
Date Prepared	March 7, 2005				File #ANX-2005-022	
Author	Lori V. Bowers		Senior Planner			
Presenter Name	Lori V. Bowers		Senior Planner			
Report results back to Council	X	No		Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop	X	Formal Agenda	X	Consent	Individual Consideration

Summary: Introduction of a proposed ordinance to zone the 0.298 acre Barker No. 3 annexation consisting of 1 parcel, to RSF-4 (Residential Single-Family, not to exceed four dwelling units per acre).

Budget: N/A

Action Requested/Recommendation: Introduce a proposed ordinance zoning the Barker No. 3 Annexation and set a hearing for April 6, 2005.

Background Information: See attached Staff Report/Background Information

Attachments:

1. Staff report/Background information
2. General Location/Annexation Map
3. Aerial Photo
4. Growth Plan Map
5. Zoning Map
6. Zoning Ordinance

<i>BACKGROUND INFORMATION</i>					
Location:		2939 Jon Hall Drive			
Applicant:		Myron Barker			
Existing Land Use:		Vacant lot			
Proposed Land Use:		Residential			
Surrounding Land Use:	North	Residential			
	South	Residential			
	East	Residential			
	West	Residential			
Existing Zoning:		County RSF-4 & RSF-R			
Proposed Zoning:		RSF-4 (Residential Single-Family, not to exceed 4 dwelling units per acre)			
Surrounding Zoning:	North	County RSF-4			
	South	(Highway 50)			
	East	County RSF-R			
	West	County RSF-4			
Growth Plan Designation:		Residential Medium Low – 2 to 4 dwelling units per acre			
Zoning within density range?		X	Yes		No

Staff Analysis:

Rezoning: The requested zone of annexation to the RSF-4 district is consistent with the Growth Plan density of Residential Medium Low, 2 to 4. The existing County zoning is RSF-4. 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 rezoning 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 area is experiencing a change from rural to urban residential. There are existing residential developments in the vicinity. The Growth Plan supports the requested density.

3. 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 nuisances;

Response: The rezone is compatible with the Growth Plan and will not adversely affect utilities or street capacities.

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: This proposal is consistent with the growth plan's land use goals and policies. It is the intent to conform to all other applicable codes and regulations.

5. Adequate public facilities and services are available or will be made available concurrent with the projected impacts of the proposed development;

Response: All facilities and services are available in this area.

6. There is not an adequate supply of land available in the neighborhood and surrounding area to accommodate the zoning and community needs; and
(Not applicable to annexation)

7. The community or neighborhood will benefit from the proposed zone.

Response: The benefits as derived by the area will primarily consist of the infill of a parcel surrounded by developed area. The development plan will be consistent with the existing street and utility circulation plans.

Growth Plan Goals and Policies are as identified in Policy 1.7 state: "The City and County will use zoning to establish the appropriate scale, type, location and intensity for development..." and Goal 11: To promote stable neighborhood and land use compatibility throughout the community."

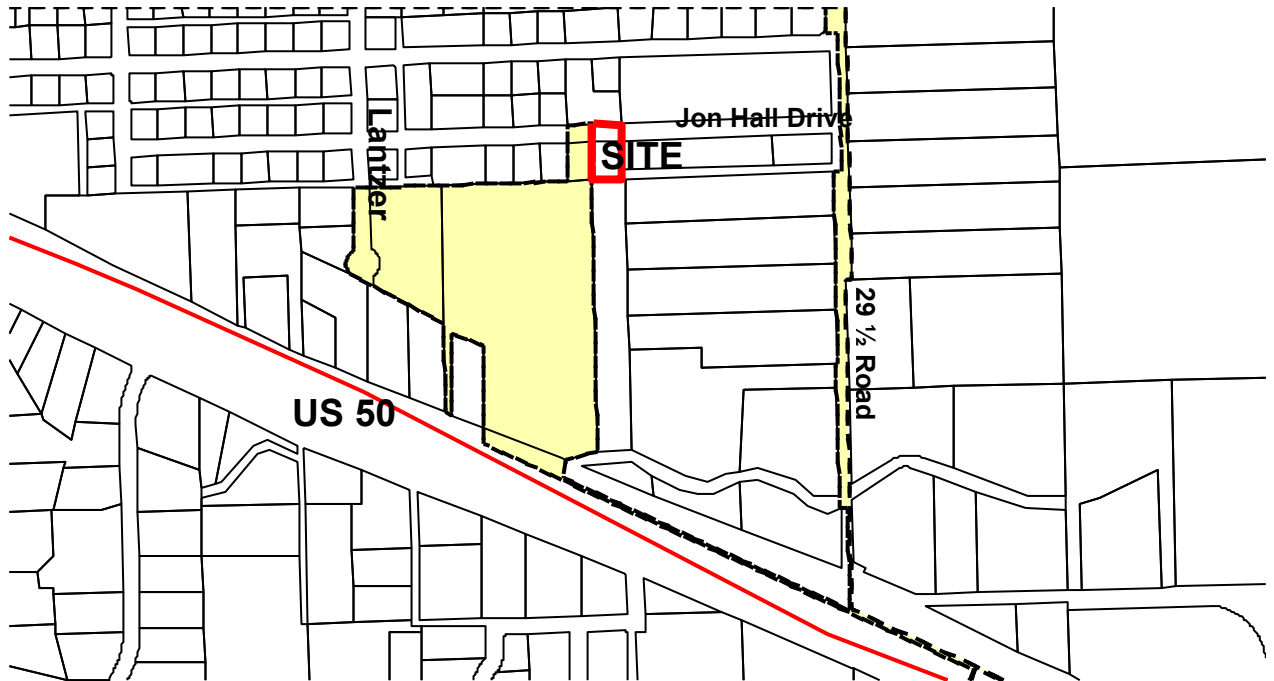
STAFF RECOMMENDATION

Staff recommends approval of the RSF-4 zone district, with the finding that the proposed zone district is consistent with the Growth Plan and with Sections 2.6 and 2.14 of the Zoning and Development Code.

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.

Site Location Map

Barker Annexation No. 3



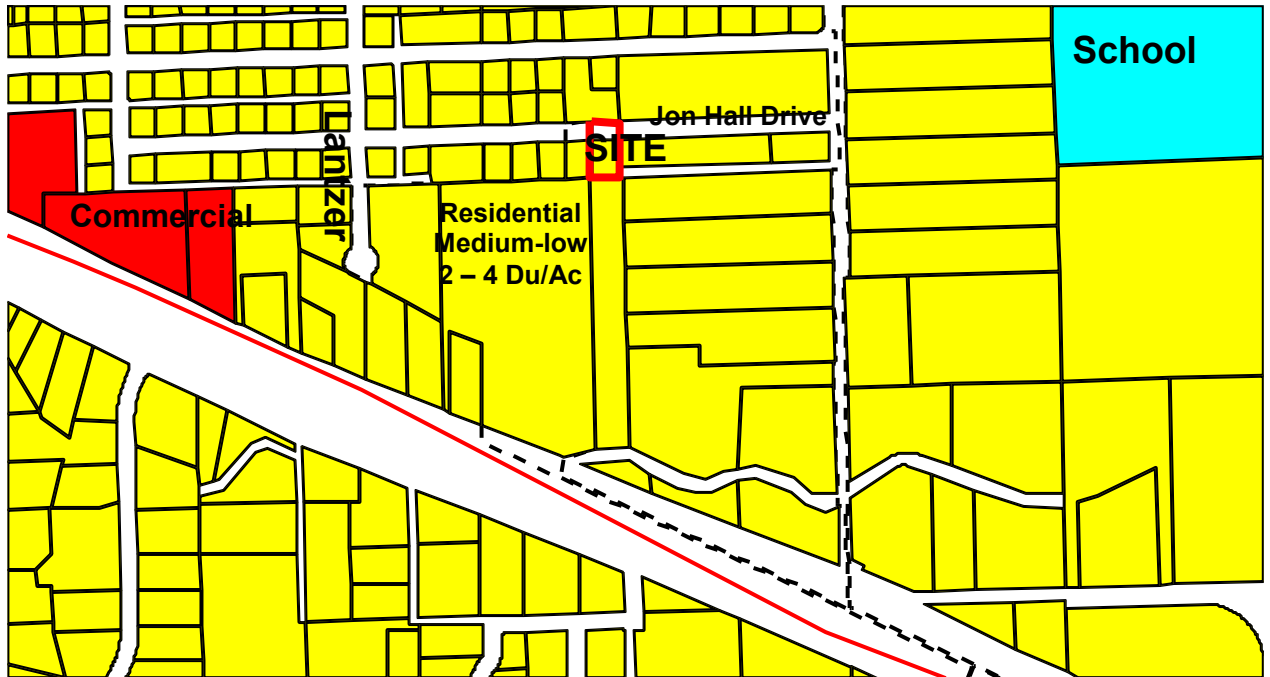
Aerial Photo Map

Barker Annexation No. 3



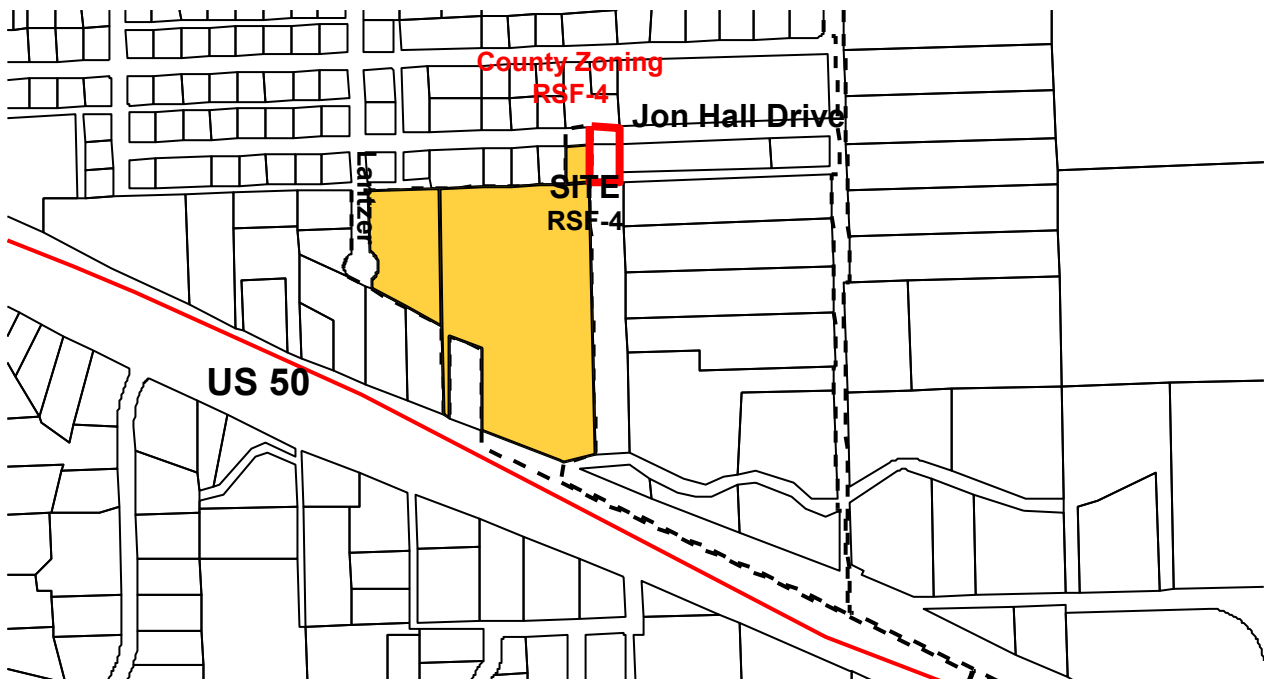
Future Land Use Map

Barker Annexation No. 3



Existing City and County Zoning

Barker Annexation No. 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."

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

AN ORDINANCE ZONING THE BARKER ANNEXATION NO. 3 TO
RESIDENTIAL SINGLE-FAMILY, NOT TO EXCEED FOUR UNITS PER
ACRE (RSF-4)

LOCATED AT 2939 JON HALL DRIVE

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 the 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 the Residential Single-family, not to exceed four units per acre (RSF-4) zone district

Includes the following tax parcel 2943-322-09-024

PERIMETER BOUNDARY LEGAL DESCRIPTION
BARKER ANNEXATION NO. 3

A certain parcel of land lying in the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of Section 32, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado, being all of Lot 1, Plat of Sunset Park as same is recorded in Plat Book 9, Page 93, Public Records of Mesa County, Colorado together with all of that certain 50.0 foot wide right of

way for Jon Hall Drive lying North of the East and West lines of said Lot 1, being more particularly described as follows:

BEGINNING at the Southwest corner of said Lot 1, Sunset Park, and assuming the West line of said Lot 1 bears N 00°08'57" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, N 00°08'57" W along the West line and the Northerly projection thereof, of said Lot 1, a distance of 160.06 feet to a point on the North right of way for said Jon Hall Drive; thence N 89°51'27" E along said North right of way, a distance of 81.00 feet; thence S 00°08'57" E along the East line and the Northerly projection thereof, of said Lot 1, a distance of 160.05 feet to the Southeast corner of said Lot 1; thence S 89°51'18" W along the South line of said Lot 1, a distance of 81.00 feet to the Point of Beginning.

CONTAINING 0.298 Acres (12,964.6 Sq. Ft.), more or less, as described.

INTRODUCED on first reading this 16th day of March, 2005.

PASSED and ADOPTED on second reading this ___ day of _____, 2005.

President of the Council

Attest:

City Clerk

Attach 9
Setting a Hearing on Zoning the Whaley Annexation
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Zoning the Whaley Annexation located at 2941 & 2949 B ½ Road					
Meeting Date	March 16, 2005					
Date Prepared	March 7, 2005				File #ANX-2005-010	
Author	Lori V. Bowers		Senior Planner			
Presenter Name	Lori V. Bowers		Senior Planner			
Report results back to Council	X	No		Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop	X	Formal Agenda	X	Consent	Individual Consideration

Summary: Introduction of a proposed ordinance to zone the 9.967 acre Whaley Annexation area consisting of 2 parcels to RSF-4 (Residential Single-Family, not to exceed four dwelling units per acre).

Budget: N/A

Action Requested/Recommendation: Introduce a proposed zoning ordinance and set a hearing for April 6, 2005.

Background Information: See attached Staff Report/Background Information

Attachments:

7. Staff report/Background information
8. General Location/Annexation Map
9. Aerial Photo
10. Growth Plan Map
11. Zoning Map
12. Annexation Ordinance

<i>BACKGROUND INFORMATION</i>					
Location:		2941 & 2949 B ½ Road			
Applicant:		Owner: Merle & Margaret Whaley Representative: Development Construction Services, Inc – Tracy Moore			
Existing Land Use:		Single Family Residential / Agricultural			
Proposed Land Use:		Residential			
Surrounding Land Use:	North	Single Family Residential			
	South	Single Family Residential			
	East	Golf Course			
	West	Single Family Residential			
Existing Zoning:		County RSF-4 & RSF-R			
Proposed Zoning:		RSF-4 (Residential Single-Family, not to exceed 4 dwelling units per acre)			
Surrounding Zoning:	North	County RSF-R			
	South	County RSF-4			
	East	PUD – Golf Course			
	West	City RSF-4			
Growth Plan Designation:		Residential Medium Low – 2 to 4 dwelling units per acre			
Zoning within density range?		X	Yes		No

STAFF ANALYSIS:

1. Background:

The 9.96-acre Whaley Annexation area consists of two parcels of land. The property currently has one house on one parcel and a mobile home on the other site. The applicants are in the Preliminary Plan review process. Due to the Persigo Agreement, the property owner is required to annex into the City for the purpose of a Major Subdivision.

2. Consistency with the Growth Plan: The City of Grand Junction’s Growth Plan identifies the subject parcels as “residential medium low”, 2 to 4 dwelling units per acre. The proposed future development will be compatible with adjacent land uses. There is no commercial development associated with this plan. Growth Plan Goals and Policies are as identified in Policy 1.7 state: “The City and County will use zoning to establish the appropriate scale, type, location and intensity for development...” and Goal 11: To promote stable neighborhood and land use compatibility throughout the community.”

3. Zoning: The applicant requests the zoning designation of RSF-4 (Residential Single-Family, not to exceed 4 dwelling units per acre). The zoning is consistent with the Growth Plan for this area, and is consistent with the current County zoning of RSF-4 and RSF-R. The minimum density for the RSF-4 zoning designation is 2 units per acre. This zoning district allows for attached and detached single-family and duplex dwelling units.

In order for the rezoning 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;
Not applicable, this is a rezone from a county RSF-4 zoning to City RSF-4.
3. 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.;
The area is experiencing a change from rural to urban residential. There are existing residential developments in the vicinity. The Growth Plan supports the requested density.
7. 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 nuisances;
The rezone is compatible with the Growth Plan and will not adversely affect utilities or street capacities.
8. 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;
This proposal is consistent with the growth plan's land use goals and policies.
It is the intent to conform to all other applicable codes and regulations.
9. Adequate public facilities and services are available or will be made available concurrent with the projected impacts of the proposed development;
All facilities and services are available in this area.
10. There is not an adequate supply of land available in the neighborhood and surrounding area to accommodate the zoning and community needs; and
(Not applicable to annexation)
8. The community or neighborhood will benefit from the proposed zone.

The benefits as derived by the area will primarily consist of the infill of a parcel surrounded by developed area. The development plan will be consistent with the existing street and utility circulation plans.

FINDINGS OF FACT/CONCLUSIONS:

After reviewing the Whaley Annexation zoning request, file number ANX-2005-010, Staff made the following findings of fact and conclusions:

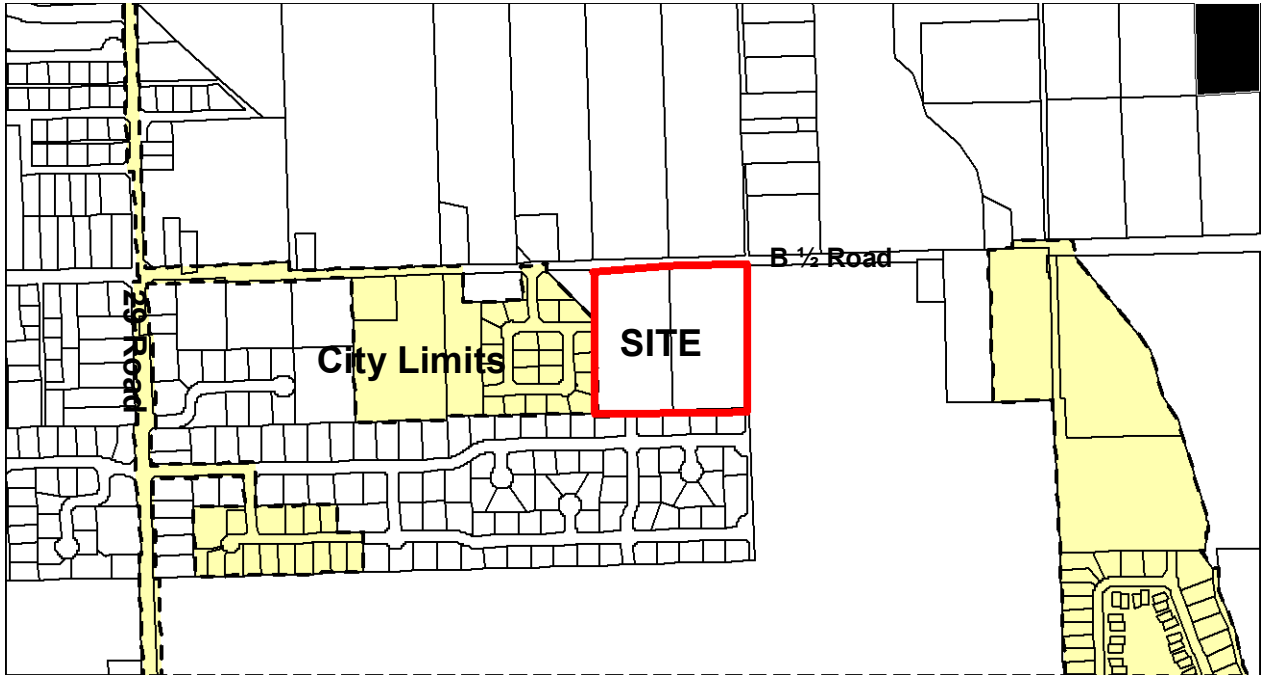
1. The requested rezone is consistent with the Growth Plan.
2. The review criteria in Section 2.6.A of the Zoning and Development Code have all been met.
3. The proposed zoning is consistent with adjacent property zonings.

PLANNING COMMISSION RECOMMENDATION:

At their regularly scheduled meeting of March 8, 2005, the Planning Commission recommended approval to the City Council of the zone of RSF-4 (Residential Single-Family, not to exceed 4 dwelling units per acre) finding that the proposal is consistent with the Growth Plan, the Persigo Agreement and Section 2.6 of the Zoning and Development Code.

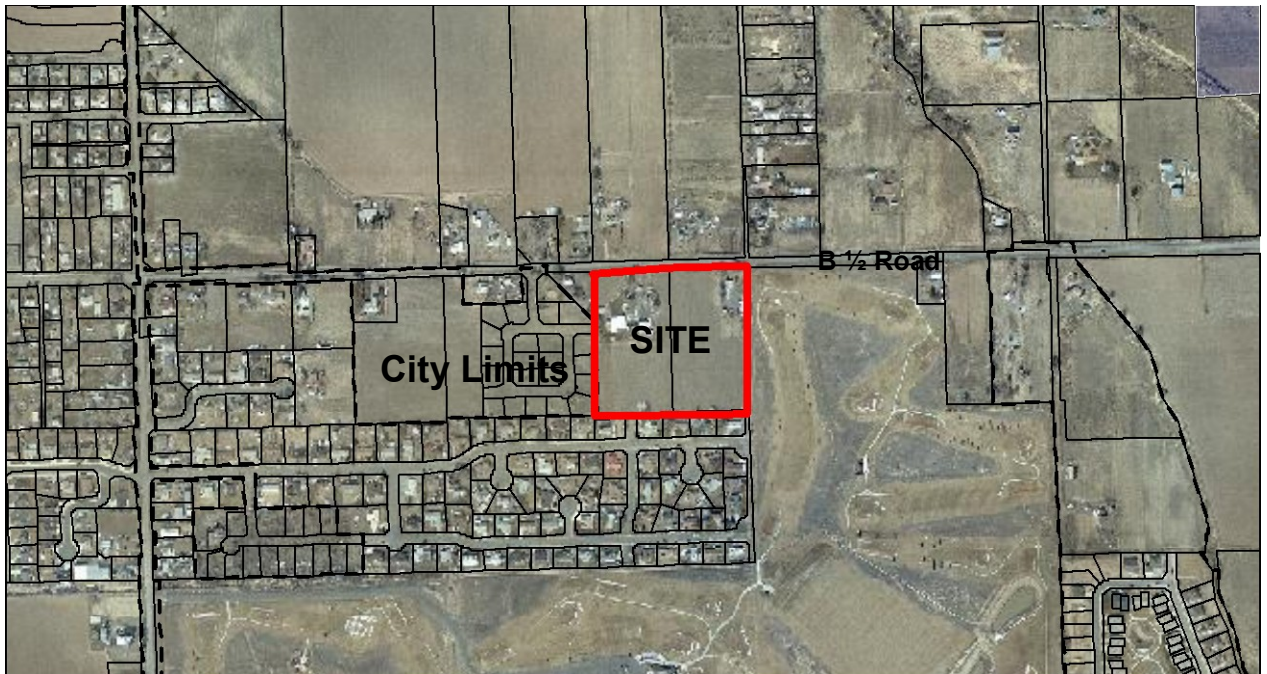
Site Location Map

Whaley Annexation Area



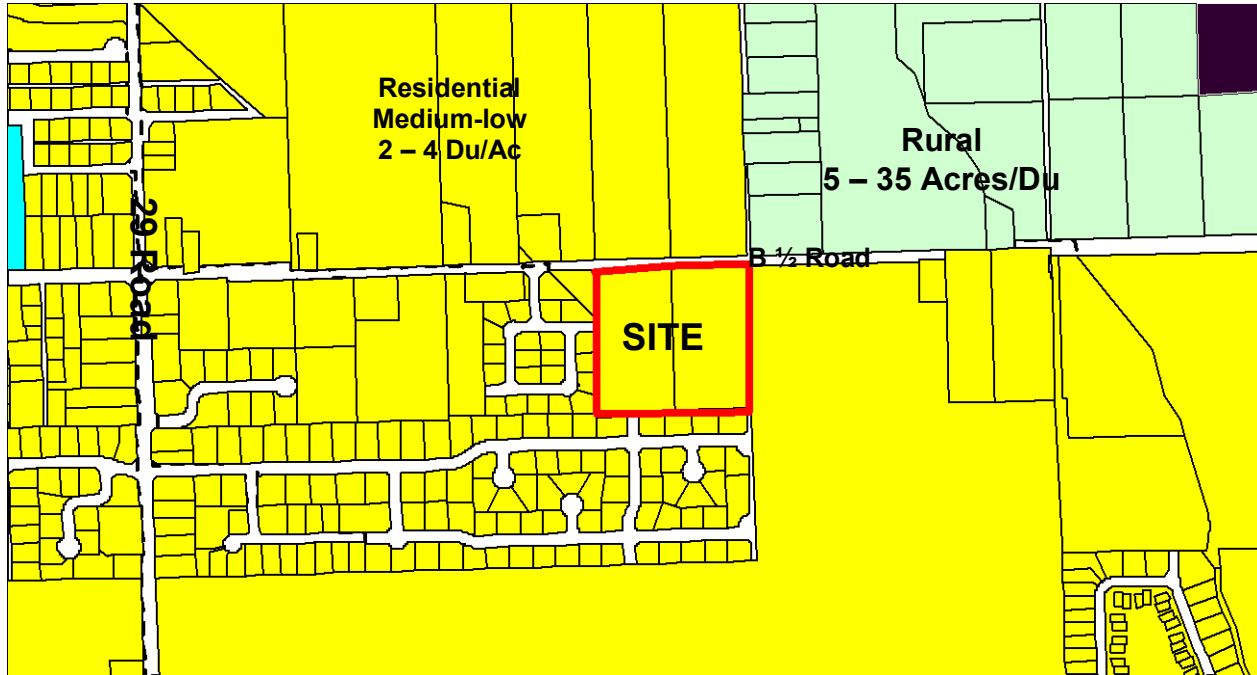
Aerial Photo Map

Whaley Annexation Area



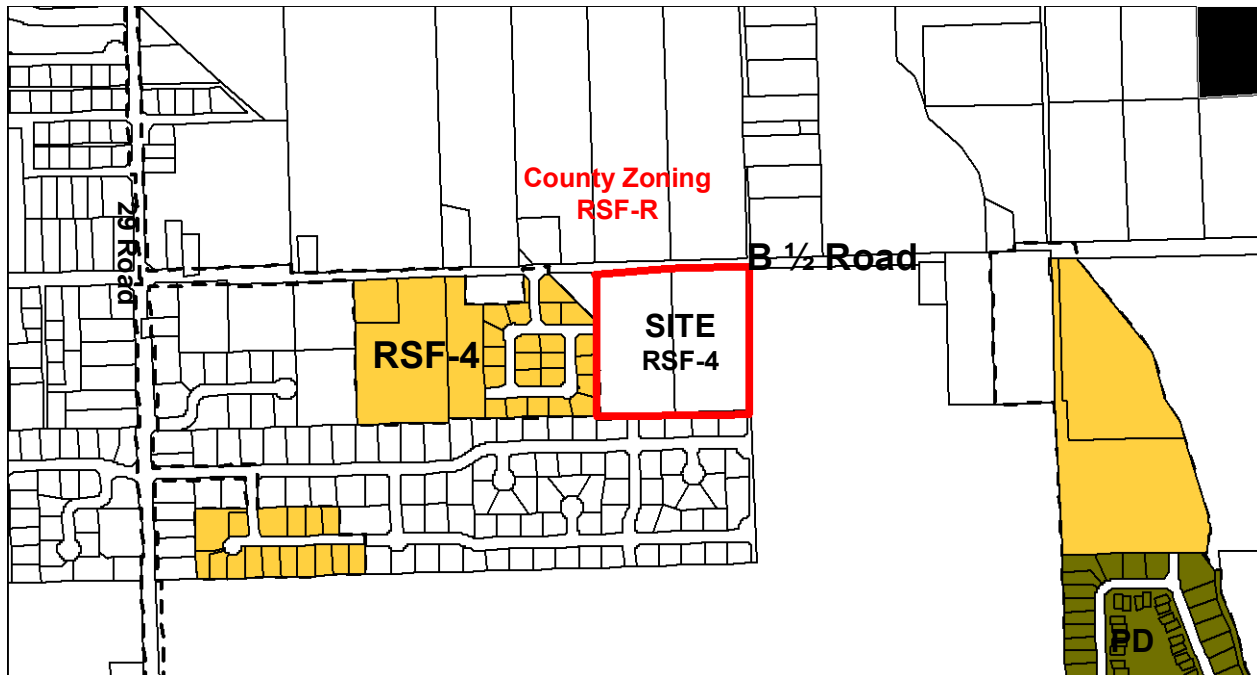
Future Land Use Map

Whaley Annexation Area



Existing City and County Zoning

Whaley Annexation Area



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 WHALEY ANNEXATION TO RESIDENTIAL
SINGLE-FAMILY, NOT TO EXCEED 4 UNITS PER ACRE (RSF-4)**

LOCATED AT 2941 AND 2949 B ½ 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 the 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 the Residential Single-family, not to exceed 4 units per acre (RSF-4) zone district

Includes the following tax parcels 2943-293-00-084 and 2943-293-00-083

**PERIMETER BOUNDARY LEGAL DESCRIPTION
WHALEY ANNEXATION**

A Serial Annexation Comprising Whaley Annexation No. 1 and Whaley Annexation No. 2

WHALEY ANNEXATION NO. 1

A certain parcel of land lying in the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 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 Southeast corner of the Crista Lee Subdivision, as same is recorded in Plat Book 20, Page 59 of the Public Records of Mesa County, Colorado and assuming the East line of said Crista Lee Subdivision bears N 00°09'21" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, N 00°09'21" W along the East line of said Crista Lee Subdivision, a distance of 658.68 feet to a point on the North line of the NE 1/4 SW 1/4 of said Section 29; thence N 89°49'20" E along the North line of the NE 1/4 SW 1/4 of said Section 29, a distance of 329.96 feet; thence S 00°09'06" E a distance of 658.46 feet to a point on the North line of Loma Linda Subdivision, as same is recorded in Plat Book 11, Pages 322 and 323, Public Records of Mesa County, Colorado; thence S 89°47'03" W along the North line of said Loma Linda Subdivision, a distance of 329.92 feet, more or less, to the Point of Beginning.

CONTAINING 4.988 Acres (217,289.72 Sq. Ft.), more or less, as described

WHALEY ANNEXATION NO. 2

A certain parcel of land lying in the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 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 Crista Lee Subdivision, as same is recorded in Plat Book 20, Page 59 of the Public Records of Mesa County, Colorado and assuming the East line of said Crista Lee Subdivision bears N 00°09'21" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N 89°47'03" E along the North line of Loma Linda Subdivision, as same is recorded in Plat Book 11, Pages 322 and 323, Public Records of Mesa County, Colorado, a distance of 329.92 feet to the POINT OF BEGINNING; thence from said Point of Beginning, N 00°09'06" W a distance of 658.49 feet to a point on the North line of the NE 1/4 SW 1/4 of said Section 29; thence N 89°49'20" E along the North line of the NE 1/4 SW 1/4 of said Section 29, a distance of 329.48 feet to the Northeast corner of the Southwest Quarter (SW 1/4) of said Section 29; thence S 00°08'34" E along the East line of the NE 1/4 SW 1/4 of said Section 29, a distance of 658.24 feet to a point on the North line of said Loma Linda Subdivision; thence S 89°47'03" W

along the North line of said Loma Linda Subdivision, a distance of 329.38 feet, more or less, to the Point of Beginning.

CONTAINING 4.979 Acres (216,878.03 Sq. Ft.), more or less, as described

Introduced on first reading this 16th day of March, 2005.

PASSED and ADOPTED on second reading this ___ day of _____, 2005.

President of the Council

Attest:

City Clerk

Attach 10

**Setting a Hearing on Zoning the UnawEEP Heights Annexation, No. 4
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
Subject	Zoning the UnawEEP Heights Annexation, No. 4						
Meeting Date	March 16, 2005						
Date Prepared	March 7, 2005				File #ANX-2005-003		
Author	Lori V. Bowers		Senior Planner				
Presenter Name	Lori V. Bowers		Senior Planner				
Report results back to Council	X	No		Yes	When		
Citizen Presentation		Yes	X	No	Name		
	Workshop	X	Formal Agenda		X	Consent	Individual Consideration

Summary: UnawEEP Heights Annexation No. 4, located at 2861 B ¾ Road and Victoria Drive, request the zoning designation of RSF-4 (Residential Single-Family, not to exceed four dwelling units per acre). The annexation area consists of two parcels of land totaling 9.84 acres of land.

Budget: N/A

Action Requested/Recommendation: Introduce a proposed zoning ordinance and set a public hearing for April 6, 2005.

Background Information: See attached Staff Report/Background Information

Attachments:

- 13. Staff report/Background information
- 14. Location & Aerial Photo
- 15. Growth Plan Map
- 16. Zoning Map
- 17. Annexation map
- 18. Zoning Ordinance

<i>BACKGROUND INFORMATION</i>					
Location:		2861 B ¾ Road and Victoria Drive			
Applicant:		UnawEEP, LLC, Alan Parkerson, and Jerry and Dawn Beougher, owners			
Existing Land Use:		Single family residence and vacant land			
Proposed Land Use:		Residential			
Surrounding Land Use:	North	Residential			
	South	Residential			
	East	Residential and vacant land			
	West	Residential			
Existing Zoning:		RSF-4 (Mesa County)			
Proposed Zoning:		RSF-4 (Residential Single-Family, not to exceed 4 dwelling units per acre)			
Surrounding Zoning:	North	RSF-4			
	South	RSF-4 (Mesa County)			
	East	RSF-4 (Mesa County)			
	West	RSF-4 (Mesa County)			
Growth Plan Designation:		Residential Medium Low – 2 to 4 dwelling units per acre			
Zoning within density range?		X	Yes		No

Staff Analysis:

Rezoning: The requested zone of annexation to the RSF-4 district is consistent with the Growth Plan density of Residential Medium Low, 2 to 4. The existing County zoning is RSF-4. 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 rezoning 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:

- 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 area is experiencing a change from rural to urban residential. There are existing residential developments in the vicinity. The Growth Plan supports the requested density.

11. 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 nuisances;

Response: The rezone is compatible with the Growth Plan and will not adversely affect utilities or street capacities.

12. 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: This proposal is consistent with the growth plan's land use goals and policies. It is the intent to conform to all other applicable codes and regulations.

13. Adequate public facilities and services are available or will be made available concurrent with the projected impacts of the proposed development;

Response: All facilities and services are available in this area.

14. There is not an adequate supply of land available in the neighborhood and surrounding area to accommodate the zoning and community needs; and
(Not applicable to annexation)

9. The community or neighborhood will benefit from the proposed zone.

Response: The benefits as derived by the area will primarily consist of the infill of a parcel surrounded by developed area. The development plan will be consistent with the existing street and utility circulation plans.

Growth Plan Goals and Policies are as identified in Policy 1.7 state: "The City and County will use zoning to establish the appropriate scale, type, location and

intensity for development...” and Goal 11: To promote stable neighborhood and land use compatibility throughout the community.”

STAFF RECOMMENDATION

Staff recommends approval of the RSF-4 zone district, with the finding that the proposed zone district is consistent with the Growth Plan and with Sections 2.6 and 2.14 of the Zoning and Development Code.

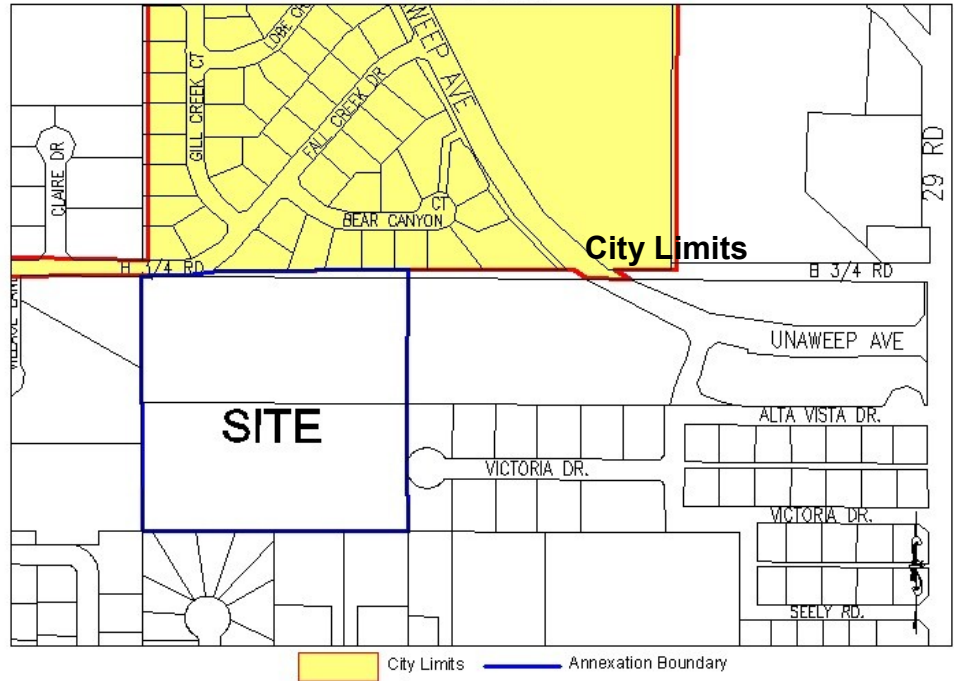
PLANNING COMMISSION RECOMMENDATION: The Planning Commission recommended approval of the requested zone of annexation to the City Council, finding the zoning to the RSF-4 district to be consistent with the Growth Plan, the existing County Zoning and Sections 2.6 and 2.14 of the Zoning and Development Code.

Site Location Map

2861 B 3/4 Road & Victoria Drive

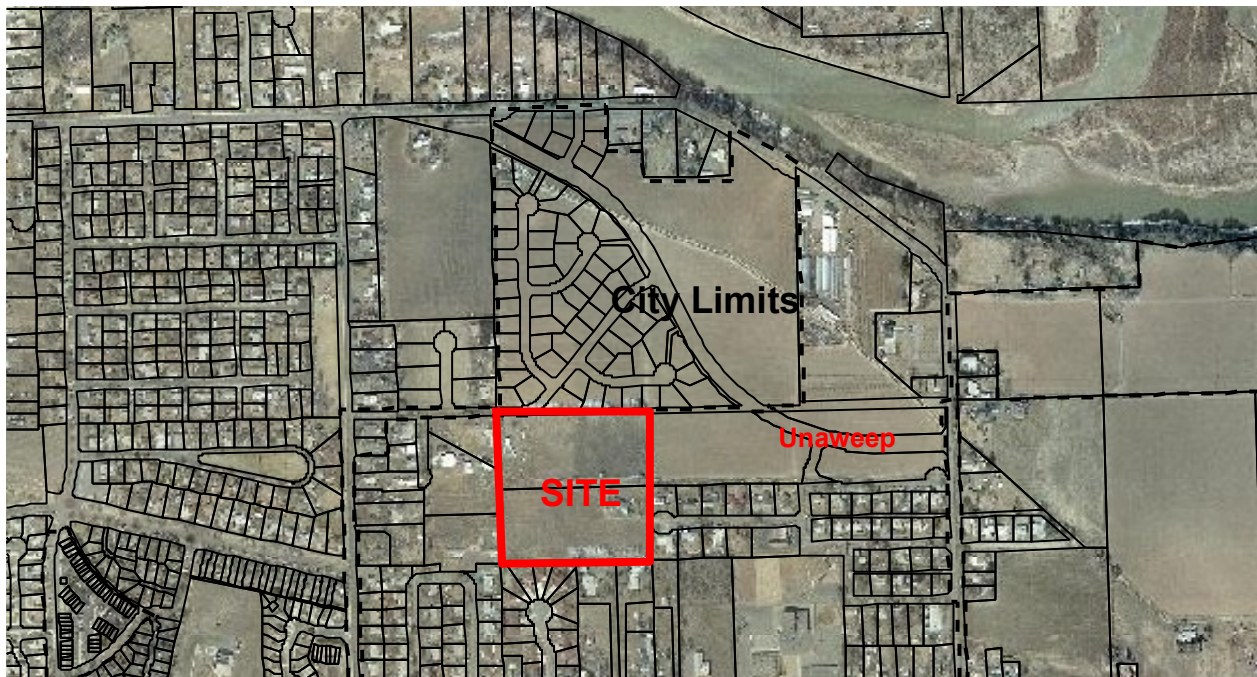
Unawep Heights Annexation No. 4

Figure 5



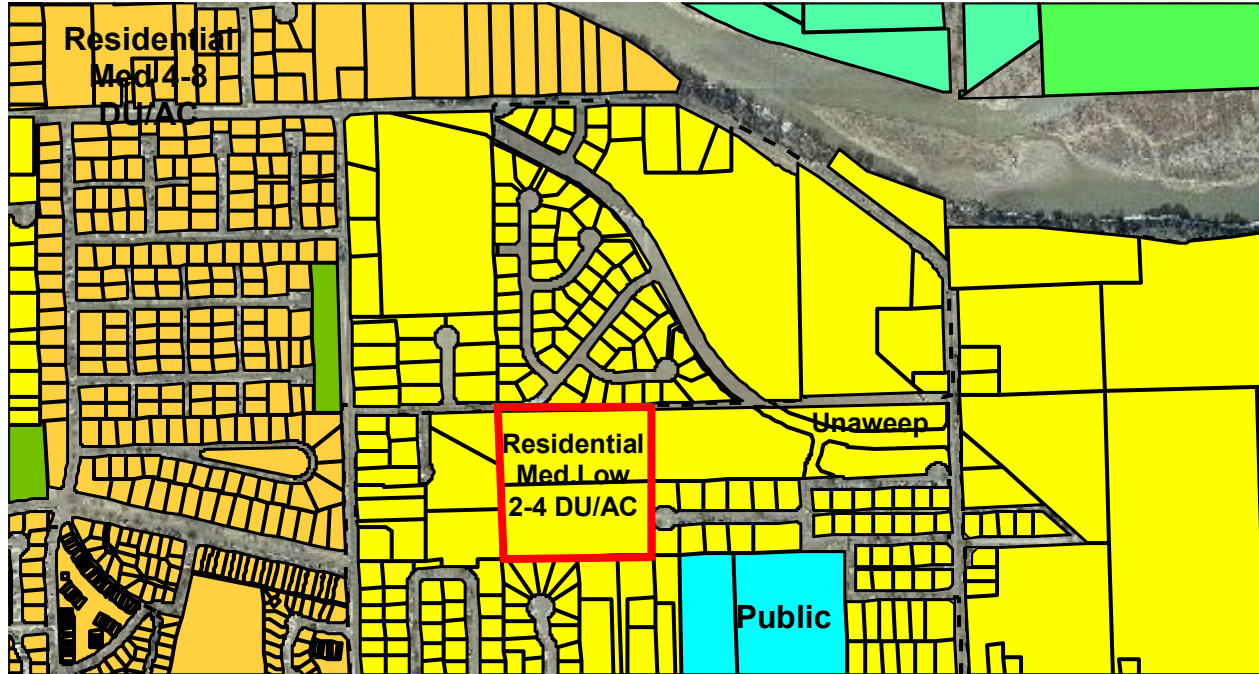
Aerial Photo Map

Unawep Heights Annexation No. 4



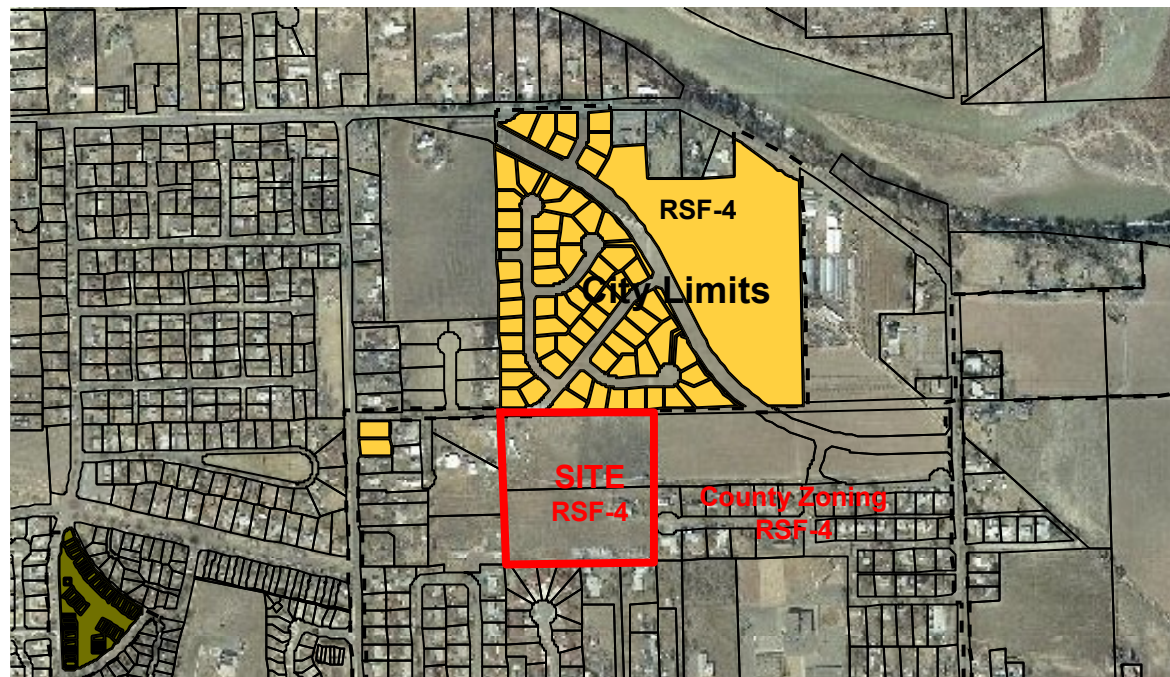
Future Land Use Map

Unaweep Heights Annexation No. 4



Existing City and County Zoning

Unaweep Heights Annexation No. 4



NOTE: Mesa County is currently in the process of updating their zoning map. Please contact Mesa County to determine parcels and the zoning thereof."

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

AN ORDINANCE ZONING THE UNAWEEP HEIGHTS ANNEXATION NO. 4 TO
RESIDENTIAL SINGLE-FAMILY, NOT TO EXCEED 4 UNITS PER ACRE
(RSF-4)

LOCATED AT 2861 B $\frac{3}{4}$ ROAD AND VICTORIA DRIVE

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 the 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 the Residential Single-family, not to exceed 4 units per acre (RSF-4) zone district

Includes the following tax parcels 2943-301-00-245 and 2943-301-00-166

PERIMETER BOUNDARY LEGAL DESCRIPTION
UNAWEEP HEIGHTS ANNEXATION NO. 4

A certain parcel of land lying in the Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4) of Section 30, 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 the SW 1/4 NE 1/4 of said Section 30, and assuming the North line of the SW 1/4 NE 1/4 of said Section 30 bears N

89°58'35" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 89°58'35" W along the North line of the SW 1/4 NE 1/4 of said Section 30, a distance of 4.90 feet to the POINT OF BEGINNING; thence from said Point of Beginning, S 00°07'07" E along the East line of Lot 11, Grand Junction Orchard Mesa Land Company's Orchard Subdivision, as same is recorded in Plat Book 1, Page 26, Public Records of Mesa County, Colorado, a distance of 327.31 feet, more or less, to a point on the North line of Church Subdivision, as same is recorded in Plat Book 11, Page 9 of the Public Records of Mesa County, Colorado; thence S 89°56'51" W along the North line of said Church Subdivision, a distance of 5.56 feet, more or less, to the Northwest corner of Lot 7 of said Church Subdivision; thence S 00°12'04" E along the West line of said Church Subdivision, a distance of 331.65 feet to a point on the South line of said Lot 11, Grand Junction Orchard Mesa Land Company's Orchard Subdivision; thence S 89°57'39" W along the South line of said Lot 11, Grand Junction Orchard Mesa Land Company's Orchard Subdivision and along the North line of Thistle Street Subdivision Correction Plat, as same is recorded in Plat Book 14, Page 306, Public Records of Mesa County, Colorado, a distance of 653.89 feet to a point on the West line of said Lot 11, Grand Junction Orchard Mesa Land Company's Orchard Subdivision; thence N 00°04'40" W along the West line of said Lot 11, Grand Junction Orchard Mesa Land Company's Orchard Subdivision, a distance of 637.13 feet; thence N 89°58'35" E along a line 22.00 feet South of and parallel with, the North line of the SW 1/4 NE 1/4 of said Section 30, a distance of 94.97 feet to a point being the beginning of a 172.00 foot radius curve, concave Northwest, whose long chord bears N 75°19'41" E and with a long chord length of 86.99 feet; thence Northeasterly 87.94 feet along the arc of said curve, through a central angle of 29°17'44" to a point on the North line of the SW 1/4 NE 1/4 of said Section 30; thence N 89°58'35" E along the North line of the SW 1/4 NE 1/4 of said Section 30, a distance of 479.35 feet, more or less, to the Point of Beginning.

CONTAINING 9.8491 Acres (429,028.44 Sq. Ft.), as described.

Introduced on first reading this 16th day of March, 2005

PASSED and ADOPTED on second reading this ___ day of _____, 2005.

Attest:

President of the Council

City Clerk

Attach 11
Setting a Hearing on Annexing the Iris Court Enclave
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject	Setting a hearing for the Iris Court Enclave located at 2250 South Broadway						
Meeting Date	March 16, 2005						
Date Prepared	March 10, 2005				File #ANX-2005-028		
Author	Senta L. Costello		Associate Planner				
Presenter Name	Senta L. Costello		Associate Planner				
Report results back to Council	X	No		Yes	When		
Citizen Presentation		Yes	X	No	Name		
	Workshop	X	Formal Agenda		X	Consent	Individual Consideration

Summary: Resolution giving notice of the intent to annex a tract of land known as the Iris Court Enclave and introduction of a proposed ordinance. The 0.35 acre Iris Court Enclave consists of 1 parcel.

Budget: N/A

Action Requested/Recommendation: Approval of the Resolution of Intent to Annex, and introduce the proposed Iris Court Enclave Ordinance, exercise land use jurisdiction immediately and set a hearing for April 20, 2005.

Background Information: See attached Staff Report/Background Information

Attachments:

- 19. Staff report/Background information
- 20. Annexation / Location Map; Aerial Photo
- 21. Growth Plan Map; Zoning Map
- 22. Resolution Giving Notice of Intent
- 23. Annexation Ordinance

STAFF REPORT / BACKGROUND INFORMATION			
Location:		2250 South Broadway	
Owner:		LaVonne L Hunt	
Existing Land Use:		Single Family Residence	
Proposed Land Use:		Single Family Residence	
Surrounding Land Use:	North	Commercial Center	
	South	Open Space	
	East	Open Space	
	West	Single Family Residential	
Existing Zoning:		County RSF-4	
Proposed Zoning:		City RSF-2	
Surrounding Zoning:	North	B-1	
	South	CSR	
	East	CSR	
	West	RSF-2	
Growth Plan Designation:		Residential Low ½ - 2 ac/du	
Zoning within density range?		X	Yes
			No

Staff Analysis:

ANNEXATION:

This annexation area consists of annexing 0.35 acres of land. Under the 1998 Persigo Agreement with Mesa County the City is to annex all Enclave areas within 5 years. State law allows a municipality to annex enclave areas unilaterally after they have been enclaved for a period of three years. The Iris Court Enclave has been enclaved since May 4, 1997.

The Iris Court Enclave is one of 3 annexations within the Urban Growth Boundary being considered at the same time for annexation. Letters have been sent to all affected property owners giving them notice of the intent to annex.

The following annexation and zoning schedule is being proposed.

<u>ANNEXATION SCHEDULE</u>	
March 16, 2005	Notice of Intent to Annex & (30 Day Notice)
March 22, 2005	Planning Commission considers Zone of Annexation
April 6, 2005	First Reading on Annexation & Zoning by City Council

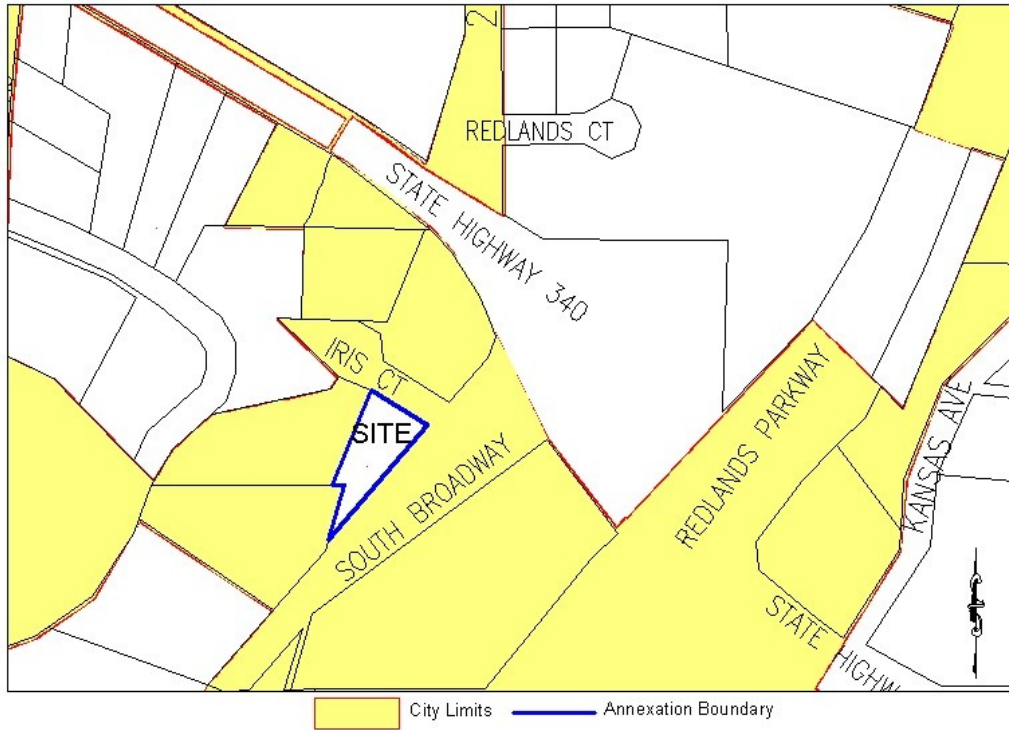
April 20, 2005	Public hearing on Annexation and Zoning by City Council
May 22, 2005	Effective date of Annexation and Zoning

IRIS COURT ENCLAVE ANNEXATION SUMMARY

File Number:	ANX-2005-028	
Location:	2250 South Broadway	
Tax ID Number:	2945-073-00-016	
Parcels:	1	
Estimated Population:	2	
# of Parcels (owner occupied):	1	
# of Dwelling Units:	1	
Acres land annexed:	0.35 ac	
Developable Acres Remaining:	0.0 ac	
Right-of-way in Annexation:	0.0 ac	
Previous County Zoning:	RSF-4	
Proposed City Zoning:	RSF-2	
Current Land Use:	Single Family Residence	
Future Land Use:	Single Family Residence	
Values:	Assessed:	= \$8,390
	Actual:	= \$105,290
Address Ranges:	2250 South Broadway	
Special Districts:	Water:	Ute Water
	Sewer:	City of Grand Junction
	Fire:	Grand Junction Rural Fire
	Irrigation/Drainage:	Redlands Water & Power
	School:	Mesa County School District #51
	Pest:	Redlands Mosquito Control

Site Location Map

Figure 1



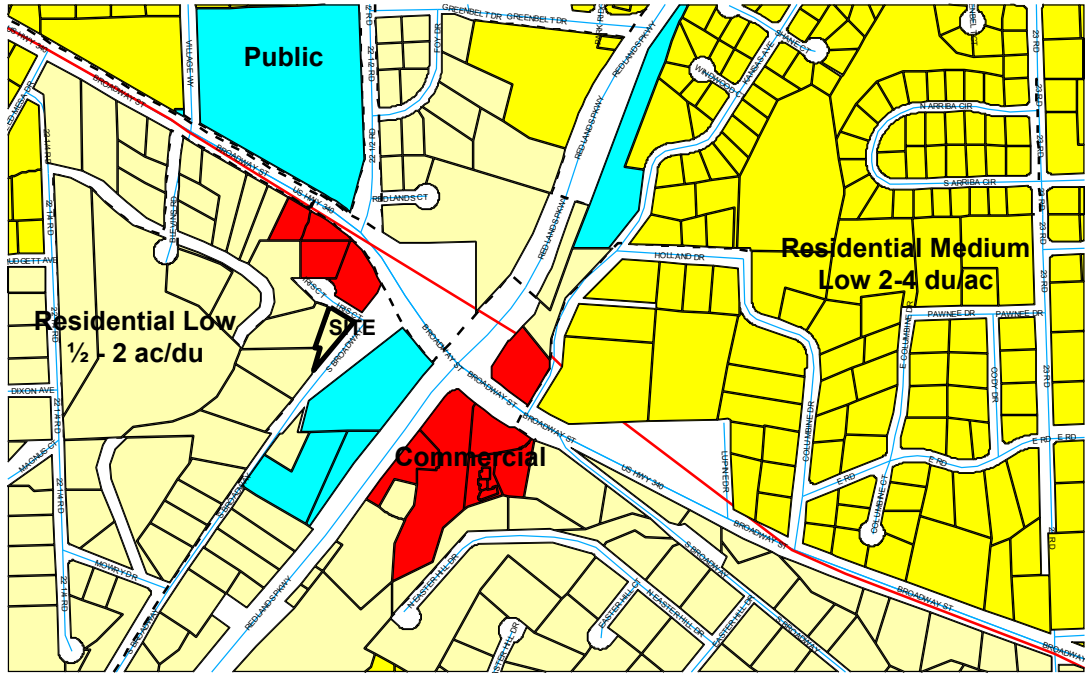
Aerial Photo Map

Figure 2



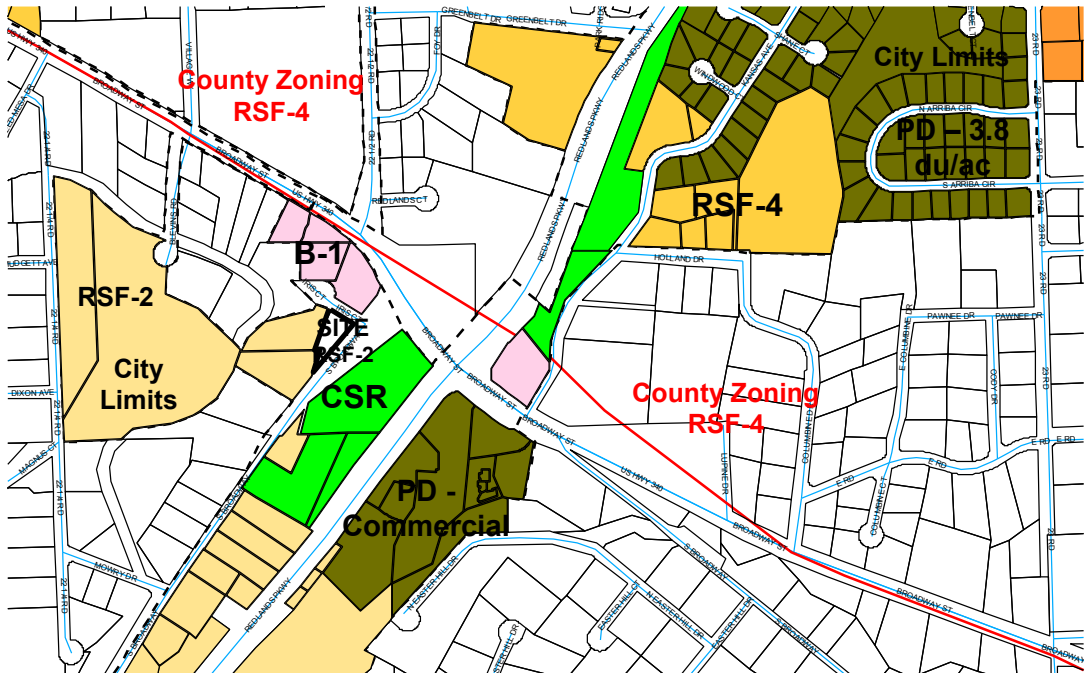
Future Land Use Map

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."

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO.

**A RESOLUTION OF THE CITY OF GRAND JUNCTION
GIVING NOTICE THAT A TRACT OF LAND KNOWN AS**

IRIS COURT ENCLAVE

LOCATED AT 2250 SOUTH BROADWAY

CONSISTING OF APPROXIMATELY 0.35 ACRES

**WILL BE CONSIDERED FOR ANNEXATION
TO THE CITY OF GRAND JUNCTION, COLORADO,**

AND EXERCISING LAND USE CONTROL

WHEREAS, on the 16th day of March, 2005, the Community Development Director filed with the City Clerk of the City of Grand Junction, Colorado, a request that the City Council of the City of Grand Junction commence proceedings to annex to the City of Grand Junction a certain tract of land in the County of Mesa, State of Colorado, commonly known as the Iris Court Enclave and more particularly described as follows:

A parcel of land located in the Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4) of Section 7, Township 1 South, Range 1 West, Ute Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

BEGINNING at the Southeast corner of Lot 1 of Iris Court Subdivision, as recorded in Plat Book 9, Page 77, public records of Mesa County, Colorado and assuming the East line of said Lot 1 bears N22°16'08"E with all other bearings referenced herein relative thereto; thence from said POINT OF BEGINNING, along the East line of said Lot 1, N22°16'08"E a distance of 170.00 feet to the Southerly Right of Way of Iris Court as shown on plat of said Iris Court Subdivision; thence along said Right of Way S57°41'52"E a distance of 111.25 feet to the Westerly Right Of Way of South Broadway; thence along said Right Of Way S41°13'08"W a distance of 250.34 feet; thence N16°37'43"E a distance of 94.37; thence N89°58'52"W a distance of 20.50 feet to the POINT OF BEGINNING.

Said parcel contains 0.35 acres (15,230 sq. ft.) more of less as described

The area proposed to be annexed is entirely contained within the boundaries of the City of Grand Junction and said area has been so surrounded for a period of not less than 3 years, pursuant to 31-12-106(1). C. R S.

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

1. That the City Clerk of the City of Grand Junction is hereby directed to give notice of the City Council's intent to annex the aforementioned area pursuant to the Municipal Annexation Act of 1965.
2. That the ordinance annexing the subject area for introduction and first reading on the 16th day of March, 2005 with second reading of the proposed annexation ordinance on 20th day of April, 2005.
3. 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 16th day of March, 2005.

Attest:

Council

President of the

City Clerk

<i>PUBLISHED</i>
March 18, 2005
March 25, 2005
April 1, 2005
April 8, 2005

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ANNEXING TERRITORY TO THE
CITY OF GRAND JUNCTION, COLORADO**

**IRIS COURT ENCLAVE ANNEXATION
LOCATED AT 2250 SOUTH BROADWAY**

CONSISTING OF APPROXIMATELY 0.35 ACRES

WHEREAS, on the 16th day of March, 2005 the City Council of the City of Grand Junction gave notice that they will consider for annexation to the City of Grand Junction, a tract of land in the County of Mesa, State of Colorado, commonly known as the Iris Court Enclave, and more particularly described as follows:

A parcel of land located in the Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4) of Section 7, Township 1 South, Range 1 West, Ute Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

BEGINNING at the Southeast corner of Lot 1 of Iris Court Subdivision, as recorded in Plat Book 9, Page 77, public records of Mesa County, Colorado and assuming the East line of said Lot 1 bears N22°16'08"E with all other bearings referenced herein relative thereto; thence from said POINT OF BEGINNING, along the East line of said Lot 1, N22°16'08"E a distance of 170.00 feet to the Southerly Right of Way of Iris Court as shown on plat of said Iris Court Subdivision; thence along said Right of Way S57°41'52"E a distance of 111.25 feet to the Westerly Right Of Way of South Broadway; thence along said Right Of Way S41°13'08"W a distance of 250.34 feet; thence N16°37'43"E a distance of 94.37; thence N89°58'52"W a distance of 20.50 feet to the POINT OF BEGINNING.

Said parcel contains 0.35 acres (15,230 sq. ft.) more or less as described

The area proposed to be annexed is entirely contained within the boundaries of the City of Grand Junction and said area has been so surrounded for a period of not less than 3 years, pursuant to 31-12-106(1). C. R S.

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 commonly known as the Iris Court Enclave, is hereby annexed to the City of Grand Junction, Colorado.

INTRODUCED on first reading on the 16th day March, 2005.

ADOPTED and ordered published this ___ day of _____, 2005.

Attest:

President of the Council

City Clerk

Attach 12
Setting a Hearing on Annexing the PS Substation Enclave
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject	Setting a hearing for the PS Substation Enclave located on 29 Road just south of F Road						
Meeting Date	March 16, 2005						
Date Prepared	March 10, 2005				File #ANX-2005-027		
Author	Senta L. Costello		Associate Planner				
Presenter Name	Senta L. Costello		Associate Planner				
Report results back to Council	X	No		Yes	When		
Citizen Presentation		Yes	X	No	Name		
	Workshop	X	Formal Agenda		X	Consent	Individual Consideration

Summary: Resolution giving notice of the intent to annex a tract of land known as the PS Substation Enclave and introduction of a proposed ordinance. The 0.06 acre PS Substation Enclave consists of 1 parcel and a portion of the 29 Road right-of-way.

Budget: N/A

Action Requested/Recommendation: Approval of the Resolution of Intent to Annex, and introduce the proposed PS Substation Enclave Ordinance, exercise land use jurisdiction immediately and set a hearing for April 20, 2005.

Background Information: See attached Staff Report/Background Information

Attachments:

- 24. Staff report/Background information
- 25. Annexation / Location Map; Aerial Photo
- 26. Growth Plan Map; Zoning Map
- 27. Resolution Giving Notice of Intent
- 28. Annexation Ordinance

STAFF REPORT / BACKGROUND INFORMATION				
Location:		29 Road just south of F Road		
Owner:		Xcel Energy		
Existing Land Use:		Electrical substation		
Proposed Land Use:		Electrical substation		
Surrounding Land Use:	North	Residential		
	South	Residential		
	East	Commercial Shopping Center		
	West	Church		
Existing Zoning:		County RSF-R		
Proposed Zoning:		City RMF-5		
Surrounding Zoning:	North	City RMF-5		
	South	City RMF-5		
	East	PD - Commercial		
	West	City RMF-5		
Growth Plan Designation:		Residential Medium 4-8 du/ac		
Zoning within density range?		X	Yes	No

Staff Analysis:

ANNEXATION:

This annexation area consists of annexing 0.06 acres of land. Under the 1998 Persigo Agreement with Mesa County the City is to annex all Enclave areas within 5 years. State law allows a municipality to annex enclave areas unilaterally after they have been enclaved for a period of three years. The PS Substation Enclave has been enclaved since October 23, 1994.

The PS Substation Enclave is one of 3 annexations within the Urban Growth Boundary being considered at the same time for annexation. Letters have been sent to all affected property owners giving them notice of the intent to annex.

The following annexation and zoning schedule is being proposed.

<u>ANNEXATION SCHEDULE</u>	
March 16, 2005	Notice of Intent to Annex & (30 Day Notice)
March 22, 2005	Planning Commission considers Zone of Annexation

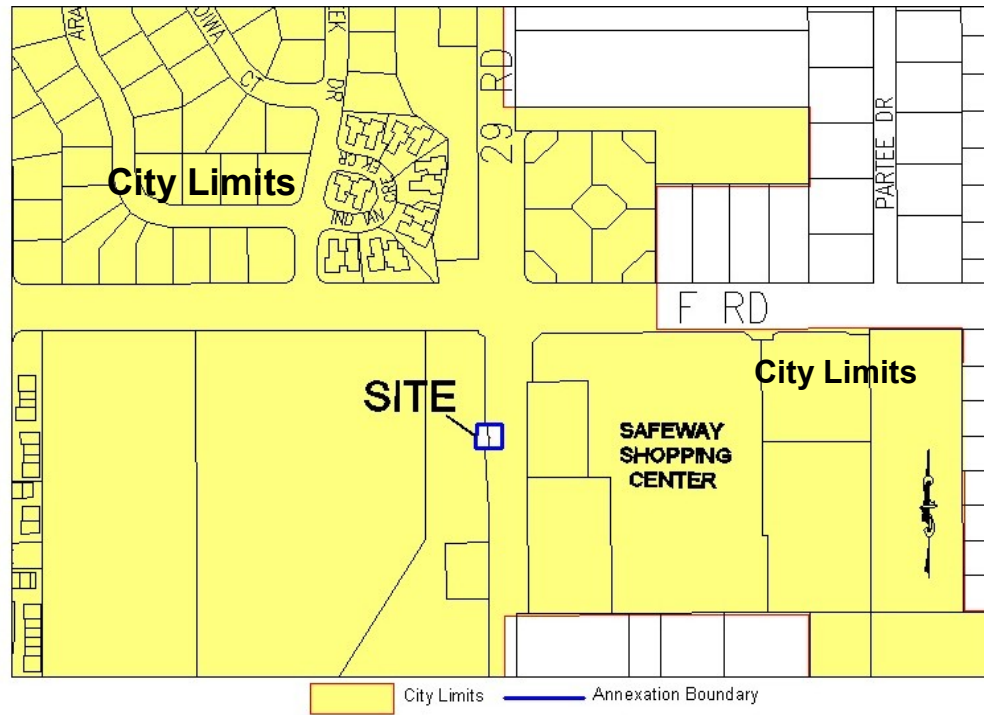
April 6, 2005	First Reading on Annexation & Zoning by City Council
April 20, 2005	Public hearing on Annexation and Zoning by City Council
May 22, 2005	Effective date of Annexation and Zoning

PS SUBSTATION ENCLAVE ANNEXATION SUMMARY

File Number:	ANX-2005-027	
Location:	29 Road just south of F Road	
Tax ID Number:	2943-071-00-001	
Parcels:	1	
Estimated Population:	0	
# of Parcels (owner occupied):	0	
# of Dwelling Units:	0	
Acres land annexed:	0.06	
Developable Acres Remaining:	0	
Right-of-way in Annexation:	1,795 sq ft	
Previous County Zoning:	RSF-R	
Proposed City Zoning:	RMF-5	
Current Land Use:	Electrical substation	
Future Land Use:	Electrical substation	
Values:	Assessed:	Information not available
	Actual:	Information not available
Address Ranges:	595 29 Road	
Special Districts:	Water:	Ute Water
	Sewer:	Central Grand Valley Sanitation
	Fire:	Grand Junction Rural Fire District
	Irrigation/Drainage:	Grand Valley Water Users / Grand Junction Drainage District
	School:	Mesa County School District #51
	Pest:	N/A

Site Location Map

Figure 1



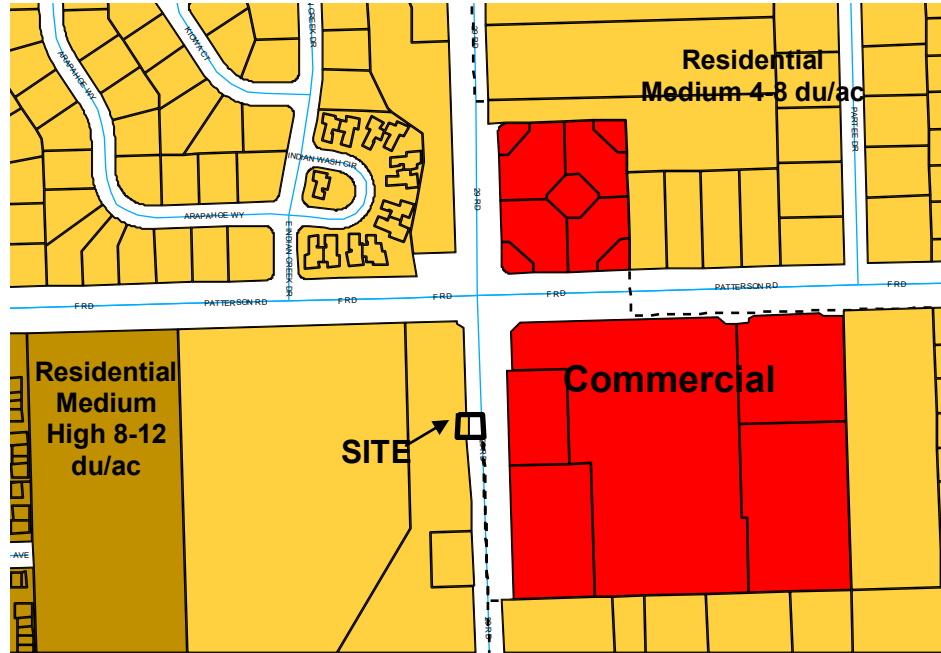
Aerial Photo Map

Figure 2



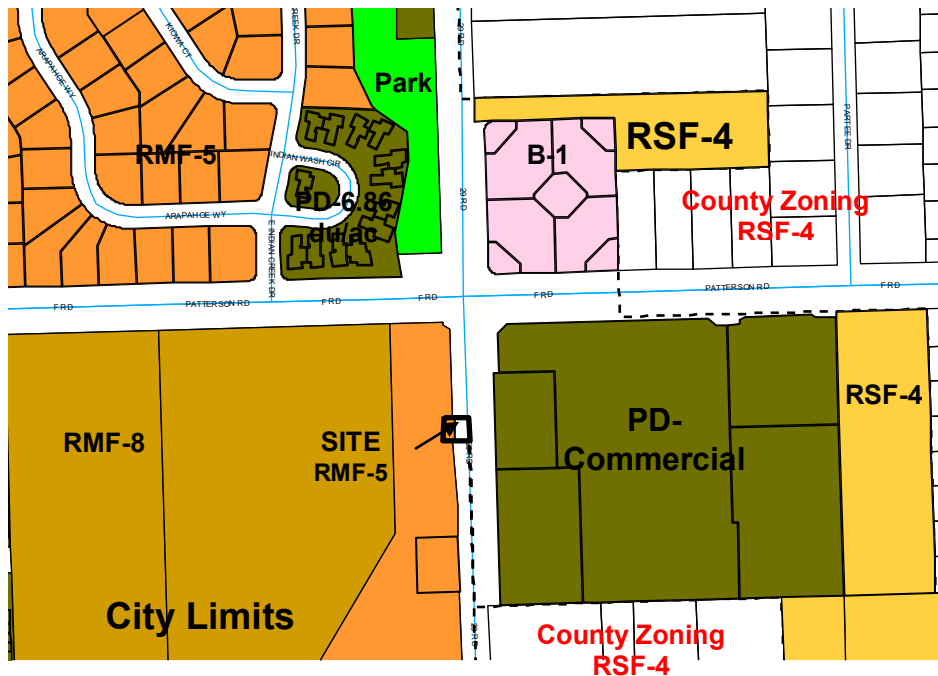
Future Land Use Map

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."

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO.

**A RESOLUTION OF THE CITY OF GRAND JUNCTION
GIVING NOTICE THAT A TRACT OF LAND KNOWN AS**

PS SUBSTATION ENCLAVE

LOCATED AT 29 ROAD JUST SOUTH OF F ROAD

CONSISTING OF APPROXIMATELY 0.06 ACRES

**WILL BE CONSIDERED FOR ANNEXATION
TO THE CITY OF GRAND JUNCTION, COLORADO,**

AND EXERCISING LAND USE CONTROL

WHEREAS, on the 16th day of March, 2005, the Community Development Director filed with the City Clerk of the City of Grand Junction, Colorado, a request that the City Council of the City of Grand Junction commence proceedings to annex to the City of Grand Junction a certain tract of land in the County of Mesa, State of Colorado, commonly known as the PS Substation Enclave and more particularly described as follows:

A parcel of land located in the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 7, Township 1 South, Range 1 East, Ute Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at the Northeast corner of said Section 7 assuming the East line of the NE1/4 NE1/4 of said Section 7 bears S00°03'29"E with all bearings contained herein relative thereto; thence S00°03'29"E along the East line the NE1/4 NE1/4 of said Section 7, a distance of 254.00 feet to the POINT OF BEGINNING; thence continuing along said East line S00°03'29"E a distance of 50.00 feet; thence S89°56'31"W a distance of 58.00 feet; thence N05°40'09"E a distance of 50.10 feet; thence N89°56'31"E a distance of 53.00 feet to the POINT OF BEGINNING

Said parcel containing 2,767 square feet more or less as described.

The area proposed to be annexed is entirely contained within the boundaries of the City of Grand Junction and said area has been so surrounded for a period of not less than 3 years, pursuant to 31-12-106(1). C. R. S.

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

1. That the City Clerk of the City of Grand Junction is hereby directed to give notice of the City Council's intent to annex the aforementioned area pursuant to the Municipal Annexation Act of 1965.
2. That the ordinance annexing the subject area for introduction and first reading on the 16th day of March, 2005 with second reading of the proposed annexation ordinance on 20th day of April, 2005.
3. 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 16th day of March, 2005.

Attest:

President of the Council

City Clerk

<i>PUBLISHED</i>
March 18, 2005
March 25, 2005
April 1, 2005
April 8, 2005

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ANNEXING TERRITORY TO THE
CITY OF GRAND JUNCTION, COLORADO**

PS SUBSTATION ENCLAVE ANNEXATION

LOCATED AT 29 ROAD JUST SOUTH OF F ROAD

**AND INCLUDING A PORTION OF THE
29 ROAD RIGHT-OF-WAY**

CONSISTING OF APPROXIMATELY 0.06 ACRES

WHEREAS, on the 16th day of March, 2005 the City Council of the City of Grand Junction gave notice that they will consider for annexation to the City of Grand Junction, a tract of land in the County of Mesa, State of Colorado, commonly known as the PS Substation Enclave, and more particularly described as follows:

A parcel of land located in the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 7, Township 1 South, Range 1 East, Ute Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at the Northeast corner of said Section 7 assuming the East line of the NE1/4 NE1/4 of said Section 7 bears S00°03'29"E with all bearings contained herein relative thereto; thence S00°03'29"E along the East line the NE1/4 NE1/4 of said Section 7, a distance of 254.00 feet to the POINT OF BEGINNING; thence continuing along said East line S00°03'29"E a distance of 50.00 feet; thence S89°56'31"W a distance of 58.00 feet; thence N05°40'09"E a distance of 50.10 feet; thence N89°56'31"E a distance of 53.00 feet to the POINT OF BEGINNING

Said parcel containing 2,767 square feet more or less as described.

The area proposed to be annexed is entirely contained within the boundaries of the City of Grand Junction and said area has been so surrounded for a period of not less than 3 years, pursuant to 31-12-106(1). C. R S.

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 commonly known as the PS Substation Enclave, is hereby annexed to the City of Grand Junction, Colorado.

INTRODUCED on first reading on the 16th day March, 2005.

ADOPTED and ordered published this ___ day of _____, 2005.

Attest:

—

President of the Council

City Clerk

Attach 13
Setting a Hearing on Annexing the Webb Crane Enclave
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject	Setting a hearing for the Webb Crane Enclave located at 728, 738, 745, and 747 23 ½ Road						
Meeting Date	March 16, 2005						
Date Prepared	March 10, 2005				File #ANX-2005-029		
Author	Senta L. Costello		Associate Planner				
Presenter Name	Senta L. Costello		Associate Planner				
Report results back to Council	X	No		Yes	When		
Citizen Presentation		Yes	X	No	Name		
	Workshop	X	Formal Agenda		X	Consent	Individual Consideration

Summary: Resolution giving notice of the intent to annex a tract of land known as the Webb Crane Enclave and introduction of a proposed ordinance. The 16.89 acre Webb Crane Enclave consists of 4 parcels and a portion of the Interstate Avenue and 23 ½ Road rights-of-way.

Budget: N/A

Action Requested/Recommendation: Approval of the Resolution of Intent to Annex, and introduce the proposed Webb Crane Enclave Ordinance, exercise land use jurisdiction immediately and set a hearing for April 20, 2005.

Background Information: See attached Staff Report/Background Information

Attachments:

- 29. Staff report/Background information
- 30. Annexation / Location Map; Aerial Photo
- 31. Growth Plan Map; Zoning Map
- 32. Resolution Giving Notice of Intent
- 33. Annexation Ordinance

STAFF REPORT / BACKGROUND INFORMATION				
Location:		728, 738, 745, and 747 23 ½ Road		
Owner:		Perea Family Ltd Partnership; Lily Silzell Trust; James R Hardy; James R Arnott and Patricia C Arnott		
Existing Land Use:		3 Single Family Residences; Warehouse/Storage facilities		
Proposed Land Use:		3 Single Family Residences; Warehouse/Storage facilities		
Surrounding Land Use:	North	I-70; Industrial uses; Single Family Residences		
	South	Single Family Residential / Agricultural		
	East	Agricultural		
	West	Single Family Residential; Industrial uses		
Existing Zoning:		County C-2		
Proposed Zoning:		City MU and I-1		
Surrounding Zoning:	North	PD – Industrial (Rezone request to I-1 and RSF-E 2 nd reading 3/16); M-U (Mixed Use)		
	South	I-2; M-U		
	East	M-U		
	West	I-1; I-2		
Growth Plan Designation:		Mixed Use / Commercial - Industrial		
Zoning within density range?		<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/> No

Staff Analysis:

ANNEXATION:

This annexation area consists of annexing 16.89 acres of land. Under the 1998 Persigo Agreement with Mesa County the City is to annex all Enclave areas within 5 years. State law allows a municipality to annex enclave areas unilaterally after they have been enclaved for a period of three years. The Webb Crane Enclave has been enclaved since March 19, 2000.

The Webb Crane Enclave is one of 3 annexations within the Urban Growth Boundary being considered at the same time for annexation. Letters have been sent to all affected property owners giving them notice of the intent to annex.

The following annexation and zoning schedule is being proposed.

ANNEXATION SCHEDULE

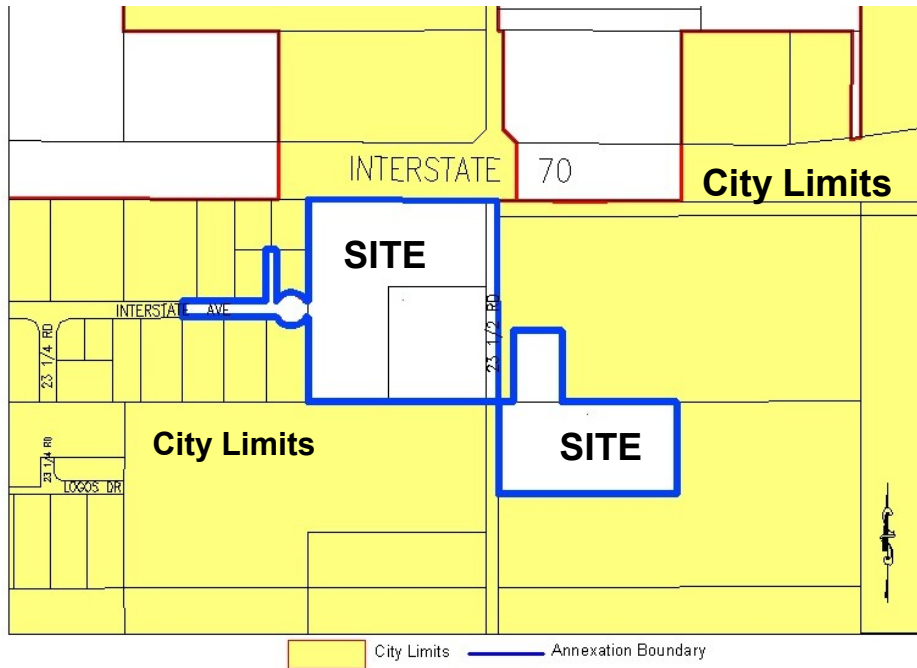
March 16, 2005	Notice of Intent to Annex & (30 Day Notice)
March 22, 2005	Planning Commission considers Zone of Annexation
April 6, 2005	First Reading on Annexation & Zoning by City Council
April 20, 2005	Public hearing on Annexation and Zoning by City Council
May 22, 2005	Effective date of Annexation and Zoning

WEBB CRANE ENCLAVE ANNEXATION SUMMARY

File Number:	ANX-2005-029
Location:	728, 738, 745, and 747 23 ½ Road
Tax ID Number:	2701-323-00-090; 2701-323-00-091; 2701-324-00-038; 2701-324-00-039
Parcels:	4
Estimated Population:	7
# of Parcels (owner occupied):	2
# of Dwelling Units:	3
Acres land annexed:	16.89 ac
Developable Acres Remaining:	16 ac +/-
Right-of-way in Annexation:	41,384 sq. ft.
Previous County Zoning:	C-2
Proposed City Zoning:	M-U; I-1
Current Land Use:	3 Single Family Residences; Warehouse/Storage facilities
Future Land Use:	3 Single Family Residences; Warehouse/Storage facilities
Values:	Assessed: = \$151,550
	Actual: = \$811,250
Address Ranges:	728, 738, 745, and 747 23 ½ Road
Special Districts:	Water: Ute Water
	Sewer: City of Grand Junction
	Fire: Grand Junction Rural Fire District
	Irrigation/ Drainage: Grand Valley Irrigation; Grand Junction Drainage
	School: Mesa Co School District #51
	Pest: N/A

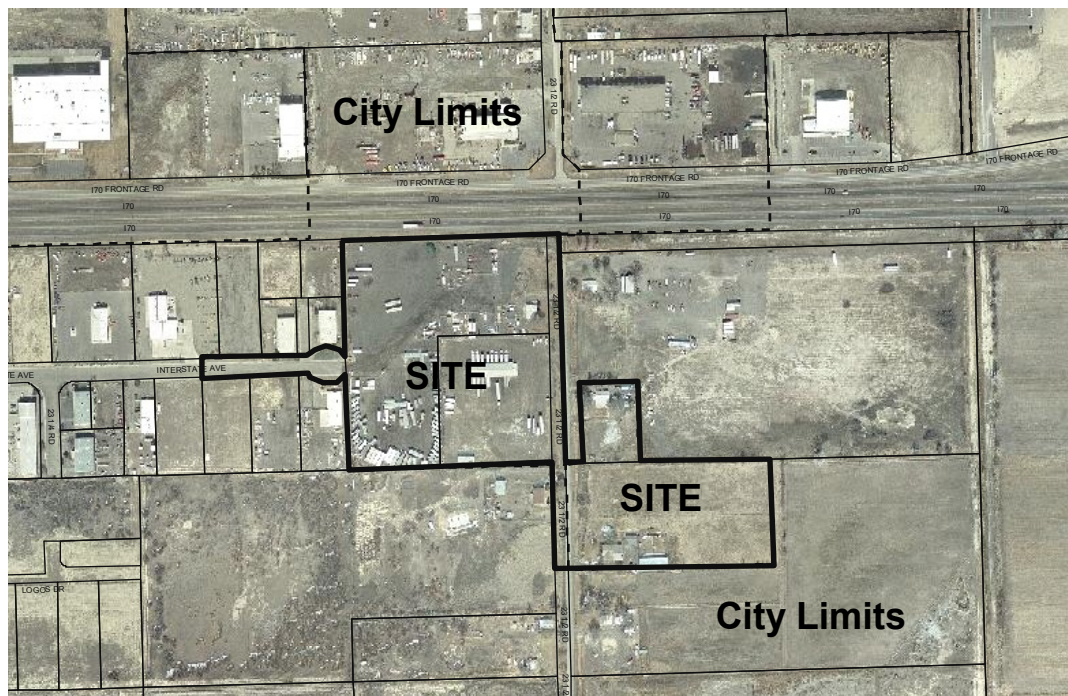
Site Location Map

Figure 1



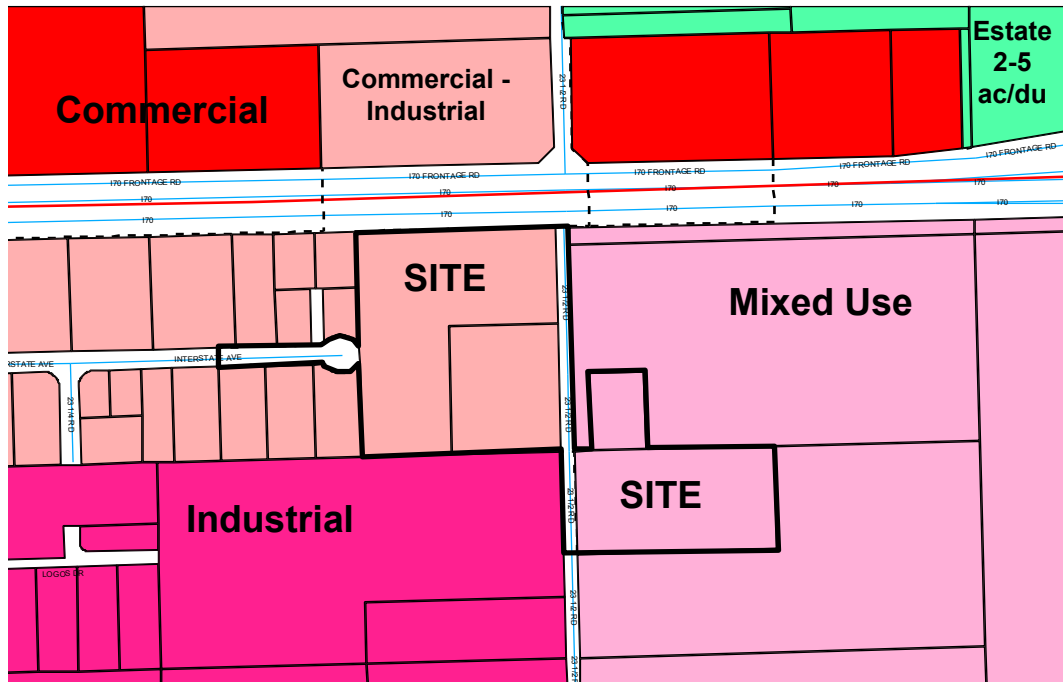
Aerial Photo Map

Figure 2



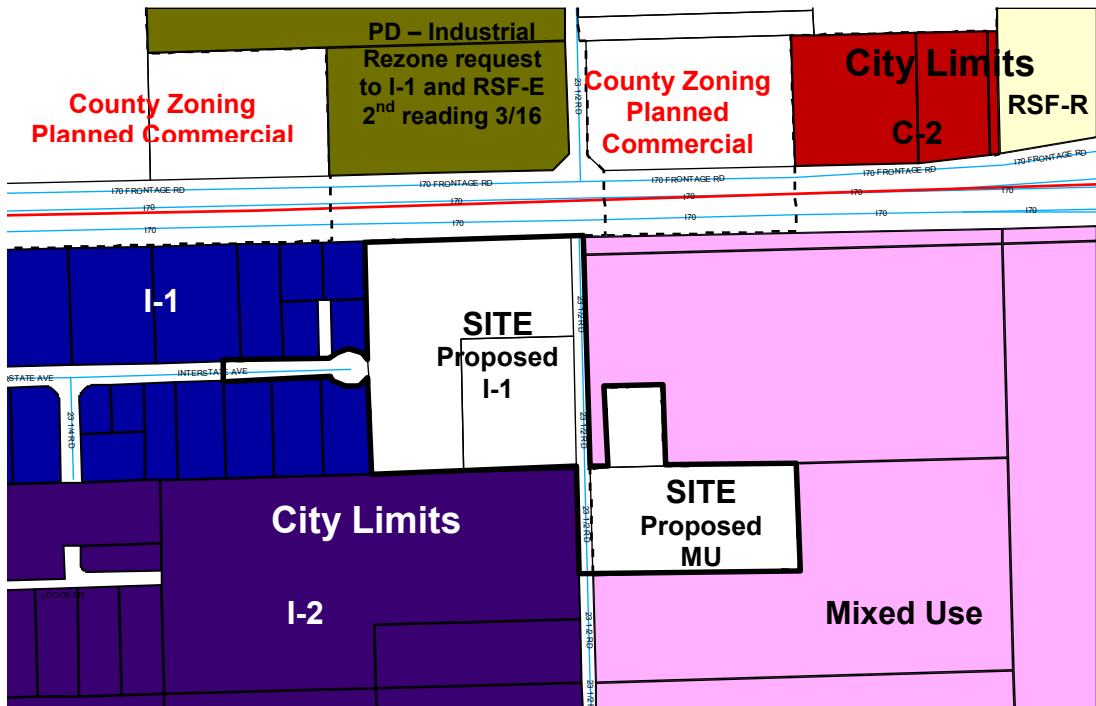
Future Land Use Map

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."

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO.

**A RESOLUTION OF THE CITY OF GRAND JUNCTION
GIVING NOTICE THAT A TRACT OF LAND KNOWN AS**

WEBB CRANE ENCLAVE

LOCATED AT 728, 738, 745, AND 747 23 1/2 ROAD

CONSISTING OF APPROXIMATELY 16.89 ACRES

**WILL BE CONSIDERED FOR ANNEXATION
TO THE CITY OF GRAND JUNCTION, COLORADO,**

AND EXERCISING LAND USE CONTROL

WHEREAS, on the 16th day of March, 2005, the Community Development Director filed with the City Clerk of the City of Grand Junction, Colorado, a request that the City Council of the City of Grand Junction commence proceedings to annex to the City of Grand Junction a certain tract of land in the County of Mesa, State of Colorado, commonly known as the Webb Crane Enclave and more particularly described as follows:

A parcel of land located in the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) and the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) of Section 32, Township 1 North, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

BEGINNING at the Southwest Corner of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter (NE1/4 NE1/4 SW1/4) of said Section 32, and assuming the West line of the NE1/4 NE1/4 SW1/4 of said section 32 bears N00°04'46"E for a basis of bearings with all bearings contained herein being relative thereto: thence from said POINT OF BEGINNING along said West line N00°04'46"E a distance of 300.02 feet to the South Right of Way of Interstate Avenue recorded on the plat of Interstate Commercial Park, Plat Book 12, Page 288 of the Mesa County, Colorado public records; thence along said South Right of Way the following four courses, N89°59'13"W a distance of 8.05 feet; thence 114.86 feet along the arc of a 60.00 foot radius curve, concave North, through a central angle of 109°40'50", whose long chord bears S84°51'10"W with a long chord length of 98.11 feet; thence 21.68 feet along the arc of a 25.00 foot radius curve, concave Southwest, through a central angle of 49°40'48", whose long chord bears N65°08'49"W with a long chord length of 21.00 feet;

thence N89°59'13"W a distance of 325.19 feet to the Northwest corner of Lot 4, Block 3 of said Interstate Commercial Park; thence N00°00'47"E a distance of 60.00 feet to the North Right of Way of said Interstate Avenue; thence along said North Right of Way, S89°59'13"E a distance of 298.19 feet to the Southeast corner of Lot 14A of the Subdivision of Lots 14 & 15, Block One, Interstate Commercial Park, as recorded in Plat Book 13, Page 241 of the Mesa County, Colorado public records; thence along the East line of said lot 14A, N00°00'42"E a distance of 159.99 feet; thence S89°59'26"E a distance of 40.00 feet to the Northwest corner of Lot 15A of said Interstate Commercial Park; thence along the West line of said lot 15A S00°00'47"W a distance of 156.35 feet to the Southwest corner of said lot 15A; thence continuing along the South line of said lot 15A the following three courses: 7.99 feet along the arc of a 25.00 foot radius curve, concave Northwest, through a central angle of 18°19'15", whose long chord bears N49°29'37"E with a long chord length of 7.96 feet; thence 114.86 feet along the arc of a 60.00 foot radius curve, concave South, through a central angle of 109°40'50", whose long chord bears N84°49'36"E with a long chord length of 98.11 feet; thence S89°59'13"E a distance of 8.12 feet to the West line of the NE1/4 NE1/4 SW1/4 of said Section 32; thence along said West line N00°04'46"E a distance of 301.11 feet to the NW Corner of the NE1/4 NE1/4 SW1/4 of said Section 32; thence along the North line of the Northeast Quarter of the Southwest Quarter of said Section 32 S89°59'03"E a distance of 659.95 feet to the Northeast Corner of the Southwest Quarter of said section 32; thence along the East line of the NE1/4 SW1/4 of said section 32 S00°05'18"W a distance of 661.12 feet to the Southeast Corner of the NE1/4 NE1/4 SW1/4 of said Section 32; thence along the South line of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter (NW1/4 NW1/4 SE1/4) N89°59'32"E a distance of 63.96 feet; thence N00°05'39"E a distance of 250.00 feet; thence N89°59'32"E a distance of 174.24 feet; thence S00°05'39"W a distance of 250.00 feet to said South line; thence along said South line N89°59'32"E a distance of 421.17 feet; thence S00°04'35"W a distance of 330.44 feet; thence S89°58'53"W a distance of 659.44 feet to the East line of the NE1/4 SW1/4; thence along said East line N00°05'16"E a distance of 330.56 feet to the Southeast Corner of NE1/4 NE1/4 SW1/4; thence along the South line of the NE1/4 NE1/4 SW1/4 of said Section 32 N89°59'07"W a distance of 659.85 feet to the POINT OF BEGINNING.

Said parcel contains 16.89 acres (735,620 sq. ft.) more or less, as described

The area proposed to be annexed is entirely contained within the boundaries of the City of Grand Junction and said area has been so surrounded for a period of not less than 3 years, pursuant to 31-12-106(1). C. R. S.

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

1. That the City Clerk of the City of Grand Junction is hereby directed to give notice of the City Council's intent to annex the aforementioned area pursuant to the Municipal Annexation Act of 1965.
2. That the ordinance annexing the subject area for introduction and first reading on the 16th day of March, 2005 with second reading of the proposed annexation ordinance on 20th day of April, 2005.
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ADOPTED this 16th day of March, 2005.

Attest:

President of the Council

City Clerk

<i>PUBLISHED</i>
March 18, 2005
March 25, 2005
April 1, 2005
April 8, 2005

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ANNEXING TERRITORY TO THE
CITY OF GRAND JUNCTION, COLORADO**

WEBB CRANE ENCLAVE ANNEXATION

LOCATED AT 728, 738, 745, AND 747 23 ½ ROAD

**AND INCLUDING A PORTION OF THE
23 ½ ROAD AND INTERSTATE AVENUE RIGHTS-OF-WAY**

CONSISTING OF APPROXIMATELY 16.89 ACRES

WHEREAS, on the 16th day of March, 2005 the City Council of the City of Grand Junction gave notice that they will consider for annexation to the City of Grand Junction, a tract of land in the County of Mesa, State of Colorado, commonly known as the Webb Crane Enclave, and more particularly described as follows:

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60.00 feet to the North Right of Way of said Interstate Avenue; thence along said North Right of Way, S89°59'13"E a distance of 298.19 feet to the Southeast corner of Lot 14A of the Subdivision of Lots 14 & 15, Block One, Interstate Commercial Park, as recorded in Plat Book 13, Page 241 of the Mesa County, Colorado public records; thence along the East line of said lot 14A, N00°00'42"E a distance of 159.99 feet; thence S89°59'26"E a distance of 40.00 feet to the Northwest corner of Lot 15A of said Interstate Commercial Park; thence along the West line of said lot 15A S00°00'47"W a distance of 156.35 feet to the Southwest corner of said lot 15A; thence continuing along the South line of said lot 15A the following three courses: 7.99 feet along the arc of a 25.00 foot radius curve, concave Northwest, through a central angle of 18°19'15", whose long chord bears N49°29'37"E with a long chord length of 7.96 feet; thence 114.86 feet along the arc of a 60.00 foot radius curve, concave South, through a central angle of 109°40'50", whose long chord bears N84°49'36"E with a long chord length of 98.11 feet; thence S89°59'13"E a distance of 8.12 feet to the West line of the NE1/4 NE1/4 SW1/4 of said Section 32; thence along said West line N00°04'46"E a distance of 301.11 feet to the NW Corner of the NE1/4 NE1/4 SW1/4 of said Section 32; thence along the North line of the Northeast Quarter of the Southwest Quarter of said Section 32 S89°59'03"E a distance of 659.95 feet to the Northeast Corner of the Southwest Quarter of said section 32; thence along the East line of the NE1/4 SW1/4 of said section 32 S00°05'18"W a distance of 661.12 feet to the Southeast Corner of the NE1/4 NE1/4 SW1/4 of said Section 32; thence along the South line of the Northwest Quarter of the Southeast Quarter (NW1/4 NW1/4 SE1/4) N89°59'32"E a distance of 63.96 feet; thence N00°05'39"E a distance of 250.00 feet; thence N89°59'32"E a distance of 174.24 feet; thence S00°05'39"W a distance of 250.00 feet to said South line; thence along said South line N89°59'32"E a distance of 421.17 feet; thence S00°04'35"W a distance of 330.44 feet; thence S89°58'53"W a distance of 659.44 feet to the East line of the NE1/4 SW1/4; thence along said East line N00°05'16"E a distance of 330.56 feet to the Southeast Corner of NE1/4 NE1/4 SW1/4; thence along the South line of the NE1/4 NE1/4 SW1/4 of said Section 32 N89°59'07"W a distance of 659.85 feet to the POINT OF BEGINNING.

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The area proposed to be annexed is entirely contained within the boundaries of the City of Grand Junction and said area has been so surrounded for a period of not less than 3 years, pursuant to 31-12-106(1). C. R S.

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 commonly known as the Webb Crane Enclave, is hereby annexed to the City of Grand Junction, Colorado.

INTRODUCED on first reading on the 16th day March, 2005.

ADOPTED and ordered published this ____ day of _____, 2005.

Attest:

—

President of the Council

City Clerk

**Attach 14
Duck Pond Park Lift Station Elimination Project
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
Subject	Construction Contract for the Duck Pond Park Lift Station Elimination Project.					
Meeting Date	March 16, 2005					
Date Prepared	March 10, 2005					
Author	Bret Guillory		Utility Engineer			
Presenter Name	Mark Relph		Public Works and Utilities Director			
Report results back to Council	X	No		Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop	X	Formal Agenda		Consent	X Individual Consideration

Summary: The Duck Pond Park Lift Station is proposed to be replaced with a 24" diameter gravity sewer line running from the existing sewage lift station at Duck Pond Park, under State Highway 50 to an existing siphon west and south of the Colorado River bridge. The low bid for the project and a value engineering offer by the contractor to reduce the contract amount has resulted in a net project cost of \$1,822,380.

Budget: The contract amount is to be split between sewer fund (904) and water fund (3011) in the amounts of \$1,732,380 and \$90,000 respectively.

Sewer Fund (904):

Project Funds :2005 Fund 904 – Interceptor Repair and Replacement	
Fund 904 Carry forward from 2004	\$294,939
Fund 904 Budgeted for 2005 Interceptor Repair & Replacements	\$1,820,497
Fund 904 Unallocated 904 Resources*	\$325,000
Available 904 Funds 2005	\$2,440,436
Project Costs Fund 904:	
Duck Pond Lift Station Project (including deductive change order)	\$1,732,380
Construction management for Duck Pond Project	\$35,000
2005 Interceptor Replacements (estimated)	\$92,000
Total 2005 Project Costs	\$1,859,380
Remaining Available 904 Funds Interceptor Repair/Replcmnt 2005	\$581,056

* Original 2005 budget included \$325,000 for blower replacement at the waste water treatment plant. Staff has since evaluated performance of the

blowers and found that the existing units will continue to perform as needed without replacement.

Water Fund (3011):

Project Funds :2005 Fund 3011 – Waterline Replacements	
Fund 3011 Carry forward from 2004	\$900,430
Fund 3011 Budgeted for 2005 Waterline replacements	\$300,000
Available 3011 Funds 2005	\$1,200,430
Project Costs (Duck Pond Lift Station Elimination):	
Duck Pond Lift Station Project (including deductive change order)	\$90,000
Construction Management	\$10,000
2005 Waterline Replacements (estimated)	\$774,000
Colorado River crossing repair	\$316,641
Total 2005 Project Costs	\$1,190,641
Remaining Available 3011 Funds Water line Replacements	<u>\$9,789</u>

As shown above, in Fund 905 there would be \$581,056 available 2005 Interceptor Repair and Replacement for additional work as needed, and in Fund 3011 there would be \$9,789 available for additional work as needed.

Action Requested/Recommendation: Authorize the City Manager to execute a construction contract in the amount of \$2,000,000.00 and a deductive change order in the amount of \$177,619.96 with Mendez, Inc. for the Duck Pond Park Lift Station Elimination Project.

Background Information: The Duck Pond Lift station is the largest lift station within the Persigo service area. Persigo maintenance staff is currently spending one day each week maintaining the existing lift station. The existing four plex pump station is at design capacity. Average day flow to the lift station requires that two pumps run almost continuously through out the day. In July of 2004 the station pumped 24.7 million gallons and in August 2004 the station pumped 38.8 million gallons of sewage from the Orchard Mesa basin. This equates to an average for August of 1.25 MGD. During peak day flows three pumps and at times four pumps are needed to keep up with the incoming flows.

The lift station serves the Orchard Mesa area that at build-out is projected to generate 5.69 MGD. If the lift station is left in service it will need to be upgraded with new pumps and a reconfigured control system.

We are recommending a gravity alternative that would eliminate the lift station entirely. This would require a new 24" diameter line be installed from the existing lift station to the existing siphon located just east of the railroad bridge on the south side of the Colorado River. The line would need to be 30 feet deep in order to attain gravity flow. Construction of a gravity line is a more feasible alternative at this point in time given progress over that last 25 years in construction techniques, and equipment available to excavate the deep trench

needed. The 24" line would have capacity available to serve the Orchard Mesa area at build out.

Maintenance Issues:

We are currently rebuilding pumps at a rate of one every week. The pumps are each removed and replaced typically once every week to two weeks for maintenance. This is accomplished on site and is needed due to the harsh environment that these submersible pumps operate in. This is a labor intensive endeavor that needs to be addressed very soon. We have two additional pumps that are in the rebuild cycle at all times. If we have two pumps malfunction at the same time we do have back up available but it is a precarious position to be in.

Colorado Department of Public Health and Environment (CDPHE):

We have experienced four spills, or SSO's (Sanitary Sewer Overflows) in the last two years due to pump or electrical malfunctions. This is a concern to public health and safety because of the proximity of the pump station to the Duck Pond Park. To date CDPHE has not levied fines against the City of Grand Junction, as operator of the Persigo system. However the department of health has verbally indicated that upgrades need to be accomplished soon.

Projected Costs/Benefits:

We have completed a present value analysis of the two construction alternatives that include;

1. Replacement of the pump station with reconfigured pumps and control equipment, and;
2. Elimination of the pumps with a gravity flow alternative.

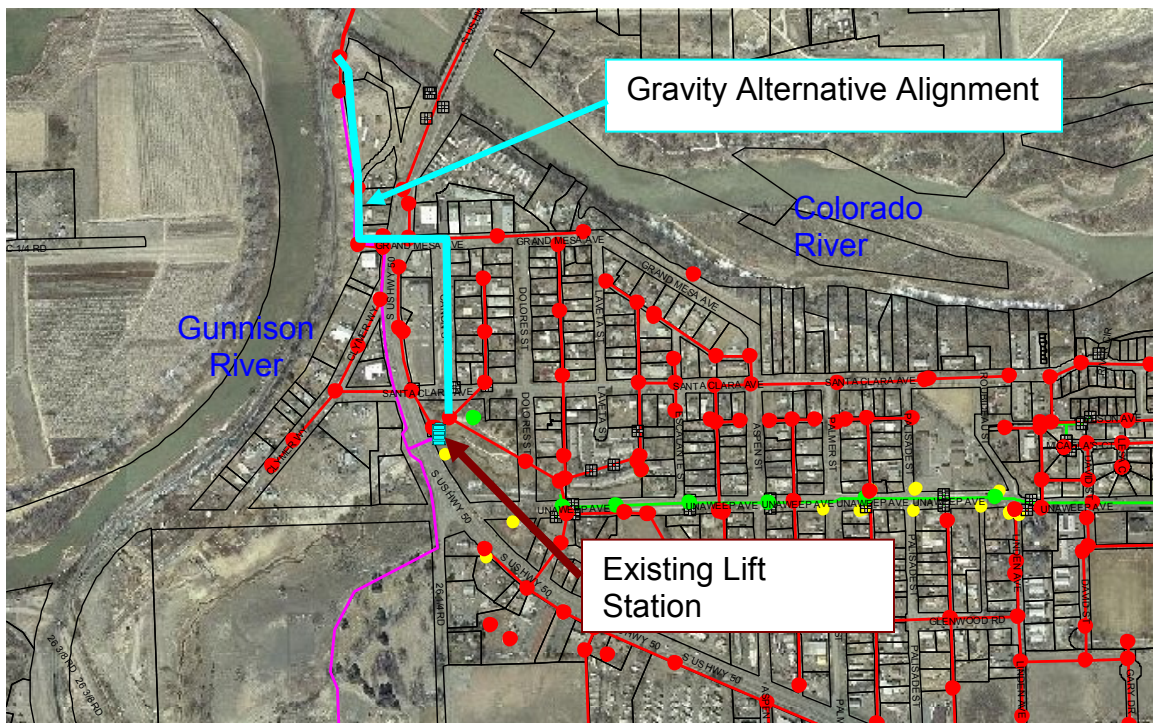
Both scenarios were evaluated assuming a 50 year service life of the infrastructure, with a 6% interest return rate, and 3% annual increase in labor costs. This assumes electrical costs at 3% that may be greater based on recent rate increases.

Scenario 1 above has a present value of approximately \$1.56 million.
Scenario 2 above has a present value of approximately \$1.73 million (\$100k deduct for waterline work)

We are also assuming a limited service life of fifty years. This infrastructure will realistically be in service for a much longer period. The pump station will need to have continued maintenance well beyond the 50 year assumed life and will continue to be a maintenance issue. The gravity line will require virtually no maintenance and is expected to have a much longer design life. PVC pipe materials used today to construct sewer infrastructure are expected to have a design life of 100 years or more.

The possibility of SSO's is greatly reduced by the elimination of a mechanical means of dealing with the sewage from the Orchard Mesa area. This is of particular importance based on the lift station being located in a public park. Reconstruction of the lift station would include a larger structure roughly twice the size of the existing facility. The new lift station would need to be located adjacent to the existing facility that would allow for continued use of the existing lift station during construction of a new lift station. This would result in more of the park site being utilized for the new lift station.

Staff is recommending the least labor intensive option that is the gravity alternative shown below. The gravity option also provides a higher confidence level when evaluating potential for SSO's within the City operated park.



Value Engineering Mendez, Inc. has approached the City with a value engineering proposal that would allow construction of the project meeting all requirements of the job specifications while saving an estimated \$177,619. Mendez, Inc. has offered this option and has signed the deductive change order in advance of award of the construction project.

Items making up Deductive Change Order:

1. Utilize available native material for trench back fill. Will provide a decrease in amount of imported trench backfill material.	(\$36,800)
2. Decrease fly ash material needed for annular space between carrier pipe and casing.	(\$7,618)
3. Decrease casing diameter from 48" to 42" and wall thickness from 0.5" to 0.375".	(\$62,619.96)
4. Reduce mobilization by means of reduction in Bond cost due to overall project cost reduction.	(\$31,081)
5. Reduce flagging hours by means of adjusted traffic control plan.	(\$39,501)
Total reduction in project cost	(\$177,619.96)

Attach 15
Patterson Road Stucco Wall Repair and Concrete Barrier
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Construction Contract for Patterson Road Stucco Wall Repair and Concrete Barrier					
Meeting Date	March 16, 2005					
Date Prepared	March 10, 2005	File # - N/A				
Author	Justin J. Vensel	Project Manager				
Presenter Name	Mark Relph	Public Works and Utilities Director				
Report results back to Council	X	No		Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop	X	Formal Agenda		Consent	X Individual Consideration

Summary: The Patterson Road Stucco Wall Repair and Concrete Barrier is a project that repairs the existing surface of the sound barrier wall on Patterson Road between First Street and Mira Vista Drive.

Budget: Project No.: 2011-F00419

Project Costs:

Construction contract (low bid)	\$93,403.49
Design	\$2,500.00
Construction Inspection and Administration (est.)	<u>\$6,000.00</u>
Total Project Costs	\$101,903.49

Project Funding:

Contract Street Maintenance Budget (Account 2011-F00400)	\$1,750,000.00
Total Cost of this project	<u>\$101,903.49</u>
Balance	\$1,648,096.51

Action Requested/Recommendation: Authorize the City Manager to sign a Construction Contract for the **Patterson Road Stucco Wall Repair and Concrete Barrier** to **BPS Concrete, Inc.** in the amount of **\$93,403.49**.

Attachments: none

Background Information:

The **Patterson Road Stucco Wall Repair and Concrete Barrier** consists of installing approximately 230 linear feet of Type 4 Concrete Barrier Guardrail, painted to match the existing surroundings, along the most westerly section of sound wall on the south side of Patterson Road, between 1st Street and Park Drive and repair/painting sections of the stucco walls between 1st Street and Mira Vista that were not repaired in 2004.

The Type 4 Concrete Barrier Guardrail is proposed to protect the sound barrier wall from damage caused by vehicle collisions. It is our intent that the barrier protection will significantly reduce the future need for these expensive repairs.

Construction is scheduled to begin on April 4, 2005 and will be completed by April 30, 2005.

The following bid was received on March 1, 2005:

Bidder	From	Bid Amount
BPS Concrete Inc.	Grand Junction	\$93,403.49
Engineer's Estimate		\$80,226.00

Major differences between bid items and the Engineers estimate are as follows:

Item Description	Bid	Engineers Estimate	Difference
Installation of PD style Concrete Barriers	\$18,871.50	\$15,410.00	\$3,461.50
Power wash cleaning and application of new paint	\$16,317.00	\$11,100.00	\$5,217.00
Traffic Control	\$9,487.50	\$7,900.00	\$1,587.50
Total	\$44,676.00	\$34,410.00	\$10,266.00

Although only one bid was received for this project, staff recommends proceeding with the award. This project was put out to bid in the early part of the construction season to entice contractors to bid, but due to the nature of the work and restrictions on working hours in Patterson Road, only one bid was received. We do not anticipate that more or lower bids would result from re-bidding the project.

Attach 16

**Water Playground Equipment and Installation at Lincoln Park-Moyer Pool
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
Subject	Spray Ground Equipment and Installation at Lincoln Park - Moyer Pool						
Meeting Date	March 16, 2005						
Date Prepared	March 8, 2005				File #		
Author	Shawn Cooper			Parks Planner			
Presenter Name	Joe Stevens			Parks & Recreation Director			
Report results back to Council	X	No		Yes	When		
Citizen Presentation		Yes	X	No	Name		
	Workshop	X	Formal Agenda		X	Consent	Individual Consideration

Summary: Supplying and installing above grade and below grade apparatus, plumbing, pumps and controls for the creation of a spray ground (a water playground) in the location of the existing tot pool on the North side of the pool area.

Budget: Project cost is \$94,648.00 and is within currently available funding.

Park Development Fund	2011-711-82400-G23200
\$50,000.00	
LP Pool Improvements Fund	3041-72611-81300-G42700
\$ 7,500.00	
Lions Club Donation	
\$40,000.00	

Action Requested/Recommendation: Authorize the City Manager to execute a contract with J. Dyer Construction, Inc. for the acquisition and installation of the equipment required for the completion of the spray ground as proposed by VORTEX Aquatic Structures International, for a total price of \$94,648.00.

Attachments:

Colored Rendering of spray ground
Synopsis of Proposal Evaluation

Background Information: The proposed spray ground will replace the existing above grade octagonal tot-pool on the North side of the bath house. The spray ground is intended to spur excitement for the toddler age patron at the pool and help to build confidence and comfort in aquatic surroundings.

Parks Department staff will assist with the installation by performing the demolition and removal of the existing structure. Grand Junction contractor, J. Dyer Construction, Inc. will perform all other required work for satisfactory completion of the installation per the design submitted by VORTEX Aquatics Structures International and J. Dyer Construction, Inc.

The solicitation was advertised in the Daily Sentinel and electronically through the City's web page. The solicitation requested that the proposals include a complete turn-key project, including design, engineering, equipment, installation plans, labor for installation, surfacing, operational testing, training for staff, and all applicable warranties. A total of five (5) proposals were received. Of the five proposals received, only two were deemed to be complete including equipment, engineering, and installation, they are:

J Dyer Construction, Inc., w/ VORTEX Aquatic Structures International \$94,648.00
Summit Recreation utilizing Aquatic Recreation Company \$89,500.00

A review team of Parks and Recreation staff members evaluated both of the complete proposals and determined that the Dyer/VORTEX proposal is feasible and a better value, within the budgeted amount and will create the needed excitement for the target patron at the pool.

PROPOSAL EVALUATIONS

- Vortex proposed using of stainless steel apparatus versus plasticized fiberglass uprights of Summit.
- Summit proposed elevating the entire area approximately 30" to provide adequate drainage, envisioned problems with access, safety and grade issues.
- Summit design for plumbing would not be acceptable per local health codes. Vortex design did not include a design, but included a statement indicating design will be performed by a mechanical engineer and will meet all safety and health codes.
- Vortex design should fit within intended area with adequate safety zones. Summit design is considerably larger and extends into learn-to-swim pool area.
- Mechanical engineer listed as a sub-consultant with Vortex design to assure compliance and functionality.
- Vortex design included more equipment for toddler age children and mobility impaired with an above grade exploration/experimental apparatus.

SPLASHPAD
by VERTEX



LINCOLN PARK SPLASHPAD
CITY OF GRAND JUNCTION, CO

**Attach 17
Grand Valley Transit Local Funding Request
CITY OF GRAND JUNCTION**

<i>CITY COUNCIL AGENDA</i>						
Subject:		Grand Valley Transit Local Funding				
Meeting Date:		March 16, 2005				
Date Prepared:		March 4, 2005			File #	
Author:		Todd Hollenbeck		Mesa County Transit Coordinator		
Presenter Name:		Todd Hollenbeck		Mesa County Transit Coordinator		
Report results back to Council:		<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	When
Citizen Presentation		<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Name
<input type="checkbox"/>	Workshop	<input checked="" type="checkbox"/>	X	<input type="checkbox"/>	Formal Agenda	<input type="checkbox"/>
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	Consent	<input checked="" type="checkbox"/>
						Individual Consideration

Summary: The Grand Valley Regional Transportation Committee is requesting approval of the Intergovernmental Agreement concerning the local match funding for Grand Valley Transit public transit services for Fiscal Years 2006-2009. Each entity's contribution is based on a combination of Ridership, Assessed Value, Population, and the existing Intergovernmental Agreement distribution method. The amounts are also calculated to increase annually by 4%.

Budget:

Local Match	FY 2006	FY 2007	FY 2008	FY 2009
Grand Junction	\$373,277	\$388,208	\$403,736	\$419,885

Action Requested/Recommendation: Requesting the Adoption of the Resolution concerning the local match for Grand Valley Transit public transit services for Fiscal Years 2006-2009.

Attachments: 1) Grand Valley Regional Transportation Committee Resolution # 2005-02
2) Proposed Joint Resolution

Background Information: Grand Valley Transit currently receives the majority of its funding from the Federal Transit Administration and an Intergovernmental Agreement made among: the City of Grand Junction, Mesa County, the Town of Palisade, and the City of Fruita. This Intergovernmental Agreement will expire at the end of 2005 and is a major component to the operations of Grand Valley

Transit and is used as a local match on all Federal Transit Administration grants that Grand Valley Transit currently receives.

In March of 2004, the Grand Valley Regional Transportation Committee had a retreat to discuss the future local funding of Grand Valley Transit. At this retreat it was decided by the members of the Grand Valley Regional Transportation Committee to continue with an Intergovernmental Agreement for the short-term 2006-2009 local funding of Grand Valley Transit. Over the past year, through negotiations, a formula has been established that provides a four-percent annual increase for the four years that the Agreement will be in effect (2006–2009). The following table is recommended by the Grand Valley Regional Transportation Committee and details the multi-year agreement and the levels of match.

Local Match Distribution	FY 2006	FY 2007	FY 2008	FY 2009
Mesa County (65%)	\$808,768	\$841,118	\$874,763	\$909,754
Grand Junction (30%)	\$373,277	\$388,208	\$403,736	\$419,885
Fruita (3%)	\$37,328	\$38,821	\$40,374	\$41,989
Palisade (2%)	\$24,885	\$25,881	\$26,916	\$27,993
Total Local Contributions	\$1,244,258	\$1,294,028	\$1,345,789	\$1,399,621

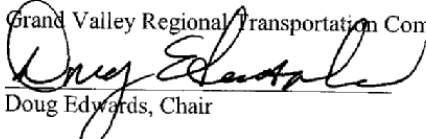
RESOLUTION # 2005-02

A Resolution of the Grand Valley Regional Transportation Committee Concerning Support for Local Funding IGA 2006-2009

- WHEREAS, The Grand Valley Regional Transportation Committee (GVRTC) was formed by Intergovernmental Agreement by and between Mesa County, the City of Grand Junction, the City of Fruita and the Town of Palisade to develop recommendations for local funding of transit services in the Grand Valley Urban Area; and
- WHEREAS, In order to accomplish the goals for funding the transit system, a Transit Element setting forth the needs and mechanisms for future funding has been developed and adopted by the GVRTC; and
- WHEREAS, The GVRTC realizes the importance of both short and long range planning in the development of an efficient transportation system; and
- WHEREAS, Mesa County, the City of Grand Junction, the City of Fruita and the Town of Palisade have developed the 2006-2009 Intergovernmental Agreement setting the funding to be provided by each entity; and
- WHEREAS, The GVRTC recommends the levels of local match as set forth below;
- NOW, THEREFORE, BE IT RESOLVED BY THE GRAND VALLEY REGIONAL TRANSPORTATION COMMITTEE:

Local Match Distribution	FY 2006	FY 2007	FY 2008	FY 2009
Mesa County	\$808,768	\$841,118	\$874,763	\$909,754
Grand Junction	\$373,277	\$388,208	\$403,736	\$419,885
Fruita	\$37,328	\$38,821	\$40,374	\$41,989
Palisade	\$24,885	\$25,881	\$26,916	\$27,993
Total Local Contributions	\$1,244,258	\$1,294,028	\$1,345,789	\$1,399,621

Grand Valley Regional Transportation Committee


Doug Edwards, Chair

Attest:


Recorder to the Committee

Mesa County:
City of Grand Junction:
City of Fruita:
Town of Palisade:

RESOLUTION NO.

A RESOLUTION CONCERNING THE ADOPTION OF THE LOCAL MATCH FUNDING FOR GRAND VALLEY TRANSIT PUBLIC TRANSIT SERVICES FOR FY2006-2009.

WHEREAS, the Grand Valley Regional Transportation Committee (GVRTC) was formed by Intergovernmental Agreement by and between Mesa County, the City of Grand Junction, the City of Fruita and the Town of Palisade to develop recommendations for local funding of transit services in the Grand Valley Urban Area; and

WHEREAS, in order to accomplish the goals for funding the transit system, a Transit Element setting forth the needs and mechanisms for future funding has been developed and adopted by the GVRTC; and

WHEREAS, the Federal Transit Administration awards operating and capital assistance to Mesa County on a matching and non-matching basis to assist in the implementation of the adopted Transit Element; and

WHEREAS, in order to remain eligible for Federal Transit Administration funding the GVRTC must develop, approve and implement a local financing structure that includes matching funds, which when expended will allow continuation of transit services in accordance with Federal standards; and

WHEREAS, the GVRTC has recommended a financing structure that it believes will provide for the funding needs of the transit system for the years 2006-2009; and

WHEREAS, the GVRTC for itself and for the local governments and population that it serves desires to establish a stable, long-term operating and capital financing structure for the transit system; and

WHEREAS, the adoption of the recommended financing structure for the years 2006-2009 will allow local officials time to review all possible funding sources and to develop and implement alternative funding, including but not limited to the creation of a Regional Transportation Authority; and

WHEREAS, Mesa County, the City of Grand Junction, the City of Fruita and the Town of Palisade have negotiated and agreed on the 2006-2009 funding formula setting forth the funds to be provided by each entity; and

WHEREAS, the GVRTC and Mesa County, the City of Grand Junction, the City of Fruita and the Town of Palisade all agree, subject to annual appropriation, to continue funding as established by this Resolution until the earlier of December 31, 2009 or the

implementation of an approximately equal or greater permanent transit system funding source; and

WHEREAS, the GVRTC has stated that it understands, acknowledges and agrees that local match funding is not permanent funding and that the funding formula and the local match funding commitments as set forth herein will allow for the continued operation of the transit system and those funds are not and shall not be considered to be the approximately equal or greater permanent transit system funding source as set out above;

NOW, THEREFORE, BE IT AGREED AND RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MESA COUNTY, THE GRAND JUNCTION CITY COUNCIL, THE FRUITA CITY COUNCIL AND THE BOARD OF TRUSTEES OF THE TOWN OF PALISADE THAT THE LOCAL MATCH FUNDING FOR FY 2006-2009 SHALL BE ESTABLISHED IN ACCORDANCE WITH THE FOREGOING RECITALS AND THE FUNDING FORMULA SET FORTH HEREIN BELOW:

Local Match Distribution	FY 2006	FY 2007	FY 2008	FY 2009
Mesa County (65%)	\$808,768	\$841,118	\$874,763	\$909,754
Grand Junction (30%)	\$373,277	\$388,208	\$403,736	\$419,885
Fruita (3%)	\$37,328	\$38,821	\$40,374	\$41,989
Palisade (2%)	\$24,885	\$25,881	\$26,916	\$27,993
Total Local Contributions	\$1,244,258	\$1,294,028	\$1,345,789	\$1,399,621

MESA COUNTY BOARD OF COUNTY

COMMISSIONERS

By: _____

Tilman M. Bishop, Chair

ATTEST:

Janice Ward, Clerk & Recorder

GRAND JUNCTION CITY

COUNCIL

By: _____

Bruce Hill, Mayor

ATTEST:

Stephanie Tuin, City Clerk

FRUITA CITY COUNCIL

By: _____

E. James Adams, Mayor

ATTEST:

Margaret Steelman, City Clerk

TOWN OF PALISADE BOARD OF

TRUSTEES

By: _____

Doug Edwards, Mayor

ATTEST:

Tina Darrah, Town Administrator/Clerk

Attach 18
Public Hearing – Right-of-Way Vacation Located at 237 S. 7th Street
CITY COUNCIL AGENDA
CITY OF GRAND JUNCTION

<i>CITY COUNCIL AGENDA</i>						
Subject	Right-of-Way Vacation – 237 S. 7th Street					
Meeting Date	March 16, 2005					
Date Prepared	March 2, 2005				File #VR-2004-281	
Author	Ronnie Edwards		Associate Planner			
Presenter Name	Ronnie Edwards		Associate Planner			
Report results back to Council	X	No		Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop	X	Formal Agenda			Consent X Individual Consideration

Summary: The applicant proposes to vacate the southern half of the north/south alley between 6th Street and 7th Street adjacent to Ute Avenue, reserving the entire area as a 15' multi-purpose easement due to the underground utilities. The Planning Commission recommended approval of the right-of-way vacation on February 22, 2005, making the Findings of Fact/Conclusion identified in the staff report.

Budget: N/A

Action Requested/Recommendation: It is recommended that the City Council conduct the second reading of the ordinance to vacate the right-of-way and take formal action on the ordinance. The Planning Commission recommends that the City Council approve the ordinance vacating the requested right-of-way, while reserving the area as a multi-purpose easement.

Attachments:

1. Site/Aerial Photo Map
2. Future Land Use/Zoning Map
3. Ordinance
4. Exhibit Map

Background Information: See attached

BACKGROUND INFORMATION			
Location:		237 S. 7th Street	
Applicants:		Westwood Rental, LLC – Ivan Wood	
Existing Land Use:		Alley	
Proposed Land Use:		Multi-purpose/Parking Lot	
Surrounding Land Use:	North	Parking Lot	
	South	City Police Department Parking Lot	
	East	Enstrom Candies	
	West	Parking Lot	
Existing Zoning:		B-2	
Proposed Zoning:		B-2	
Surrounding Zoning:	North	B-2	
	South	B-2	
	East	B-2	
	West	B-2	
Growth Plan Designation:		Commercial	
Zoning within density range?	N/A	Yes	No

PROJECT DESCRIPTION: The proposal is to vacate the southern portion of the north/south alley between 6th Street and 7th Street adjacent to Ute Avenue, reserving the area as a multi-purpose easement due to underground utilities.

ANALYSIS:

1. Background:

The subject alley way is presently being used as part of the adjacent parking lot presently being used by the State of Colorado employees, which primary office building is directly to the west. This alley was previously used as one of the accesses to the parking lot associated with the existing building when it was an automotive supply retail store. Because numerous underground utilities still exist within the subject right-of-way, the vacation will be subject to the City reserving a multi-purpose easement over the entire area.

Title to the vacated right-of-way will vest in the owners of the abutting property located at 237 S. 7th Street and the adjacent property to the north. The existing owner desires to retain their portion of the right-of-way to continue using as a parking lot for a future tenant. Colorado Department of Transportation and the City Public Works Department has conditioned the approval of this right-of-way vacation upon the closure of one access point adjacent to this property on Ute Avenue within one year of City Council approval. The proposed closure will require a Development Improvements Agreement with security to be posted prior to recordation of the vacation.

2. Consistency with the Growth Plan:

Policy 10.2 states that the City will consider the needs of the community at large and the needs of the individual neighborhoods when making development decisions.

By allowing this subject area to be vacated, the existing parking lot use can continue to be utilized and provide parking requirements for a future business and will not affect the adjacent properties.

3. Section 2.11.c of the Zoning and Development Code:

Requests to vacate any public right-of-way or easement must conform to all of the following:

- a. The Growth Plan, major street plan and other adopted plans and policies of the City.

Granting the right-of-way vacation does not conflict with applicable Sections of the Growth Plan, major street plan and other adopted plans and policies of the City. It will allow an existing use to remain and become conforming for future property owners.

- b. No parcel shall be landlocked as a result of the vacation.

No parcel will be landlocked by the requested vacation as all adjacent properties have direct access off rights-of-way and the entire area will be retained by the City as a multi-purpose easement.

- c. Access to any parcel shall not be restricted to the point where access is unreasonable, economically prohibitive or reduces or devalues any property affected by the proposed vacation.

Access to any parcel will not be restricted to the point where access is unreasonable, economically prohibitive nor will it reduce or devalue any property.

- d. There shall be no adverse impacts on the health, safety, and/or welfare of the general community and the quality of public facilities and services provided to any parcel of land shall not be reduced (e.g. police/fire protection and utility services).

There will be no adverse impacts to the general community and the quality of public facilities and services provided will not be reduced.

- e. The provision of adequate public facilities and services shall not be inhibited to any property as required in Chapter Six of the Zoning and Development Code.

Provision of adequate public facilities and services will not be inhibited to any property as required in Chapter 6 of the Code.

- f. The proposal shall provide benefits to the City such as reduced maintenance requirements, improved traffic circulation, etc.

This proposal provides a benefit to the City as the vacated area will be the responsibility of the owner of the abutting property to maintain, while the City retains the benefit of use of the property with the multi-purpose easement. It also gives the City and State the opportunity to request closure of one access point along Ute Avenue to improve vehicular traffic flow.

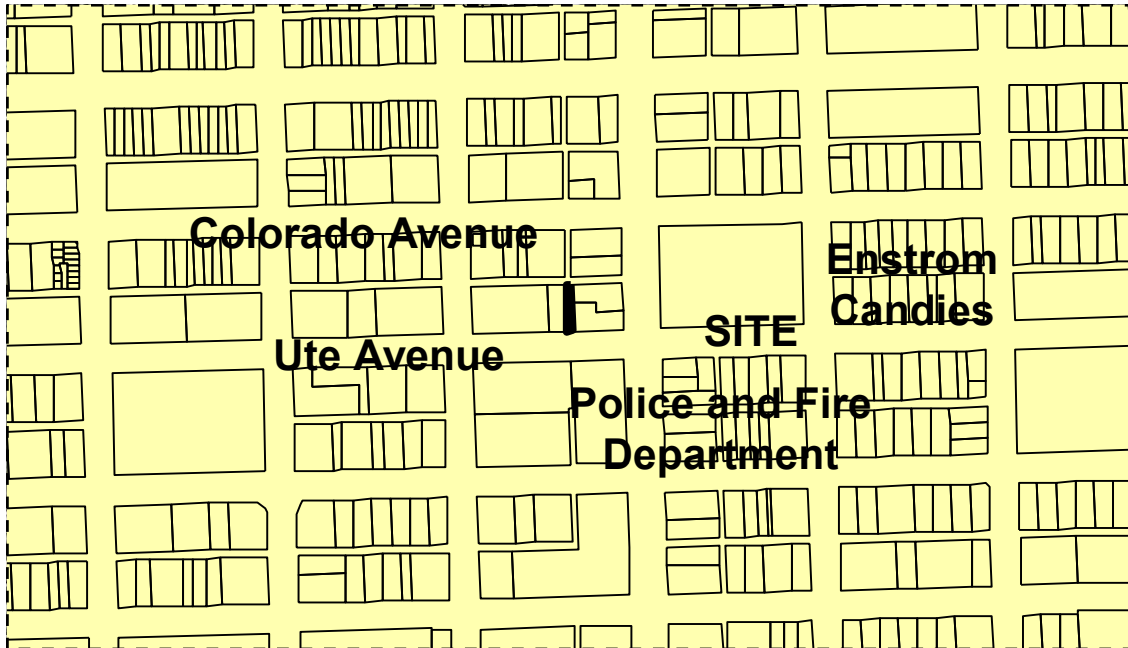
FINDINGS OF FACT/CONCLUSIONS:

After reviewing the Right-of-Way Vacation application, VR-2004-281, for the vacation of the southern half of the north/south alley between 6th Street and 7th Street adjacent to Ute Avenue, City Council makes the following findings of fact and conclusions:

- The requested right-of-way vacation is consistent with the Growth Plan.
- The review criteria in Section 2.11.C of the Zoning and Development Code have been satisfied.
- The area of the requested right-of-way vacation will be reserved as a multi-purpose easement for underground utilities.
- Approval of the right-of-way vacation is conditioned upon the closure of one access point adjacent to subject property on Ute Avenue within one year of City Council approval and will require a Development Improvement Agreement with security to be posted prior to recordation of the vacation.

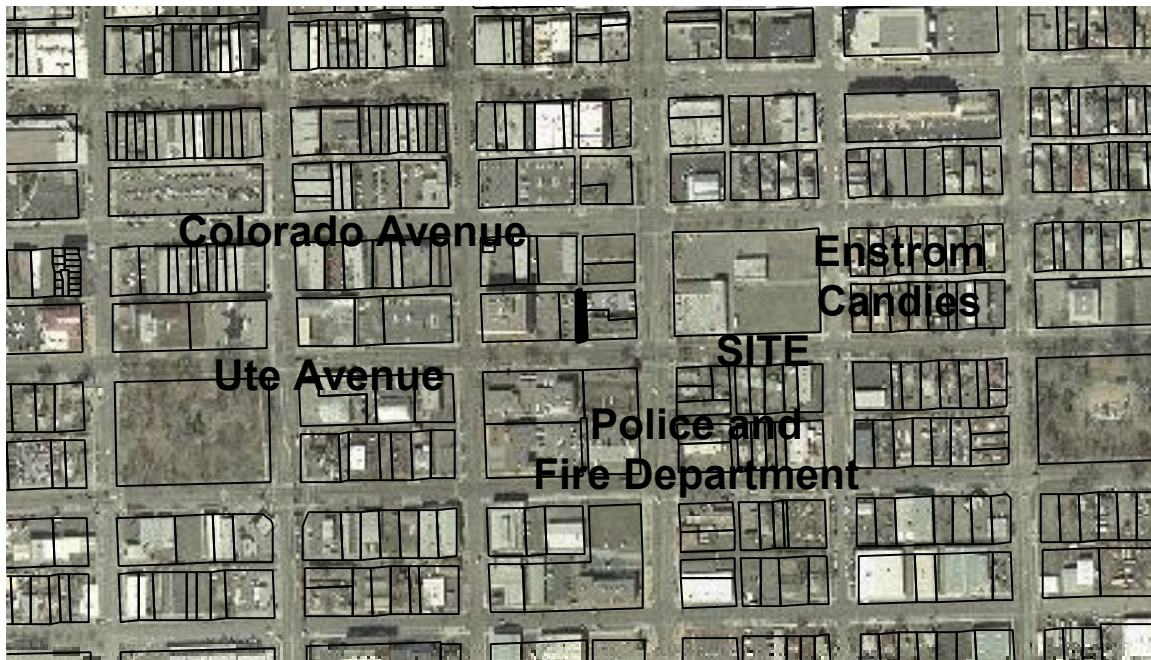
Site Location Map

Figure 1



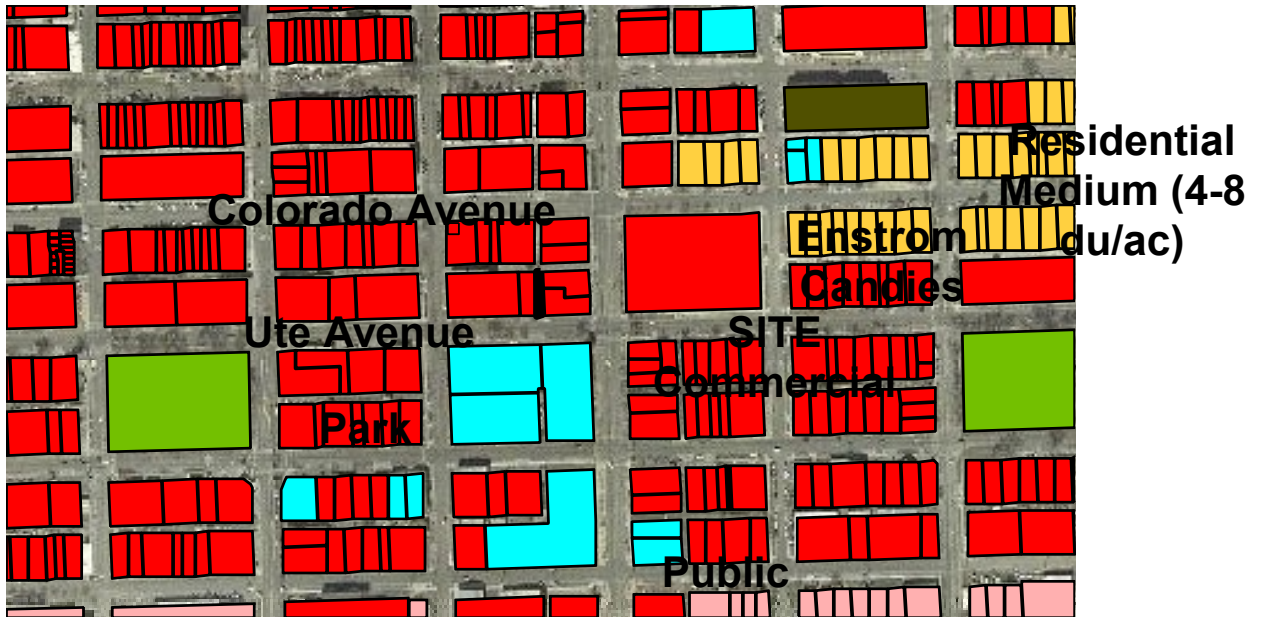
Aerial Photo Map

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."

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE VACATING A RIGHT-OF-WAY LOCATED
ADJACENT TO 237 S. 7th STREET**

Recitals:

A request to vacate the southern portion of the north/south alley between 6th Street and 7th Street adjacent to Ute Avenue has been submitted by the City of Grand Junction. The City will reserve and retain a Multi-Purpose Easement on, along, over, under, through and across the entire area of the right-of-way to be vacated. Approval of the right-of-way vacation is conditioned upon the closure of one access point adjacent to subject property on Ute Avenue within one year of City Council approval and will require a Development Improvements Agreement with security to be posted prior to recordation of the vacation.

The City Council finds that the request to vacate the herein described right-of-way is consistent with the Growth Plan and Section 2.11 of the Zoning and Development Code.

The Planning Commission, having heard and considered the request, found the criteria of the Zoning Code to have been met, and recommends that the vacation be approved as requested subject to the condition that the City shall reserve and retain a Multi-Purpose Easement, on, along, over, under, through and across the entire area of the hereinafter described right-of-way and closure of one access point along Ute Avenue will occur within one year of approval.

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

1. The following described right-of-way is hereby vacated:

All that portion of the North-South alley in Block 127 of the City of Grand Junction lying south of the East-West alley in said Block 127, and more particularly described as follows:

Commencing at the city street monument at the intersection of Sixth Street and Colorado Avenue whence the city street monument at the intersection of Seventh Street and Colorado Avenue bears N90°00'00"E and all other bearings are relative thereto; thence N90°00'00"E 309.8 feet to the extension of the west line of said North-South alley; thence south along said west line 205.0 feet to the south line of said East-West alley and the Point of Beginning; thence south along said west line 125.0 feet to the northerly right-of-way line of Ute Avenue; thence east along said northerly right-of-way 15.0 feet to the east line of said North-

South alley; thence north along said east line 125.0 feet to the south line of said East-West alley; thence west along said south line to the point of beginning, as described herein and depicted on Exhibit "A" attached here to and incorporated herein by reference. Said alleys being in block 127 of the City of Grand Junction, Colorado, and shown on the plats thereof.

2. The City hereby reserves and retains a Multi-Purpose Easement on, long, over, under, through and across the entire area of the above described right-of-way, for the use and benefit of the City and for the use and benefit of the Public Utilities, as approved by the City, as a Multi-Purpose Easement for the installation, operation, maintenance, repair and replacement of existing and future utilities and appurtenances related thereto, as approved by the City, including, but not limited to, electric lines, cable television lines, natural gas pipelines, sanitary sewer lines, storm sewers and storm water drainage facilities, water lines, telephone lines, and also for the installation, operation, maintenance, repair and replacement of traffic control facilities. Street lighting, landscaping, trees and grade structures, as approved by the City, together with the right of ingress and egress for workers and equipment to survey, maintain, operate, repair, replace, control and use said Easement, and to remove objects interfering therewith, including the trimming of trees and bushes as may be required to permit the operation of standard utility construction and repair machinery.

Introduced for first reading on this _____ day of _____,
2005

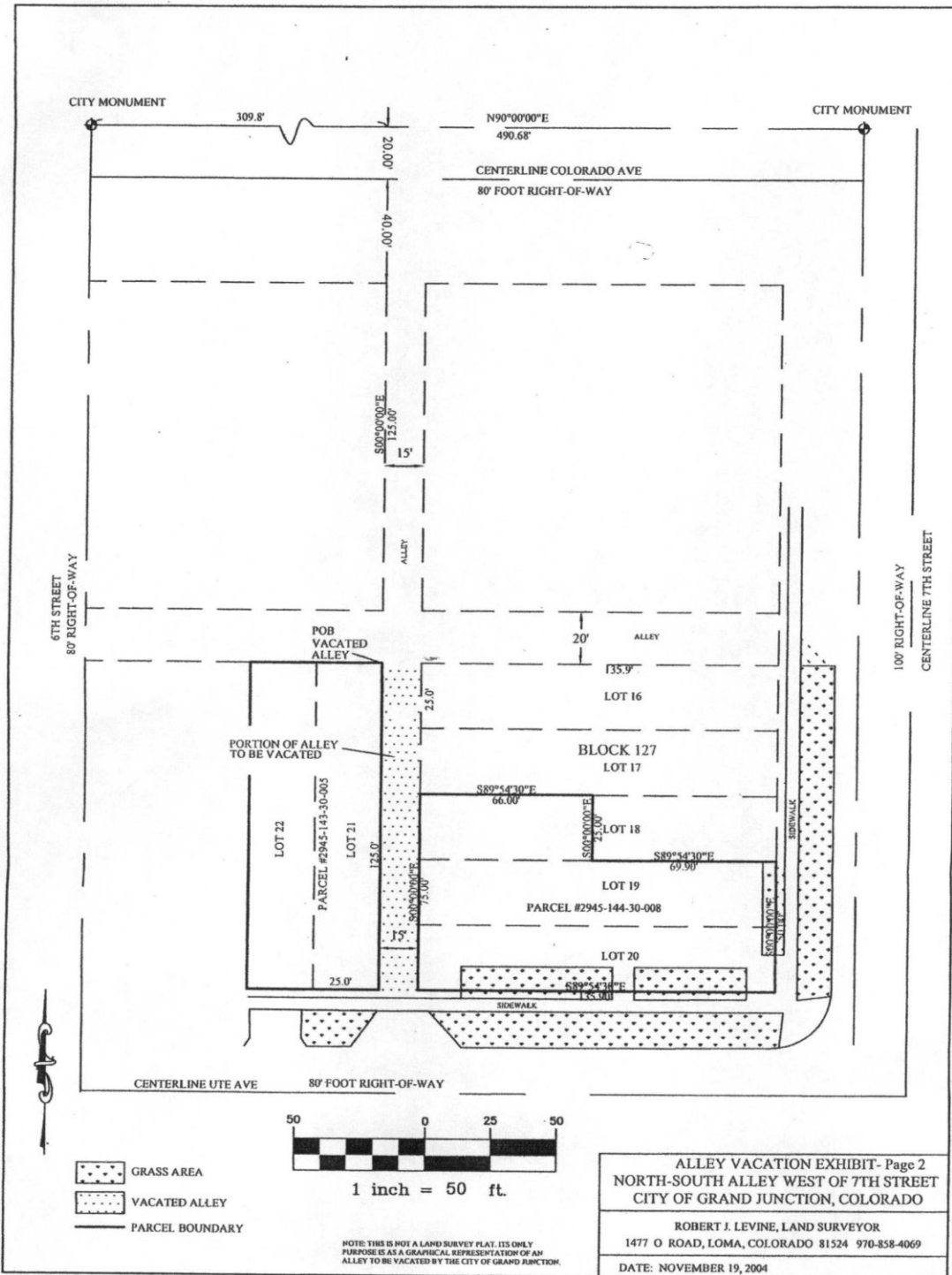
PASSED and ADOPTED this _____ day of _____,
2005

ATTEST:

President of City Council

City Clerk

Exhibit "A"



Attach 19
Public Hearing – Vacation of Dedicated Right-of-Way of Winters Avenue
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject	Request approval for the vacation of dedicated right-of-way of Winters Avenue, west of South 7 th Street.						
Meeting Date	March 2, 2005						
Date Prepared	February 17, 2005				File #VR-2002-200		
Author	Lori V. Bowers			Senior Planner			
Presenter Name	Lori V. Bowers			Senior Planner			
Report results back to Council	X	No		Yes	When		
Citizen Presentation		Yes	X	No	Name		
	Workshop	X	Formal Agenda		X	Consent	Individual Consideration

Summary: Consider final passage of an ordinance to vacate excess dedicated but not yet constructed Winters Avenue right-of-way, west of South 7th Street and hold a Public Hearing.

Budget: N/A

Action Requested/Recommendation: Hold a Public Hearing and consider final passage of an ordinance to vacate excess right-of-way.

Background Information: See attached Staff Report/Background Information

Attachments:

- 34. Staff report/Background information
- 35. Location Map
- 36. Aerial Photo
- 37. Growth Plan Map
- 38. Zoning Map
- 39. Right-of-way exhibit
- 40. Vacation Ordinance

BACKGROUND INFORMATION				
Location:		Adjacent to 1007 S. 7th Street		
Applicants:		Merlin Schreiner		
Existing Land Use:		Dedicated but not constructed ROW		
Proposed Land Use:		Commercial addition		
Surrounding Land Use:	North	Vacant land		
	South	Asset Engineering		
	East	Vacant commercial building		
	West	Truck driver training school		
Existing Zoning:		C-2		
Proposed Zoning:		C-2		
Surrounding Zoning:	North	C-2		
	South	C-2		
	East	C-2		
	West	C-2		
Growth Plan Designation:		Commercial		
Zoning within density range?		X	Yes	No

PROJECT DESCRIPTION:

The intent is to vacate the Winters Avenue Right-of-way in the area directly adjacent to and west of South 7th Street. This right-of-way has never been developed as a street and does not serve any useful purpose in terms of access to adjacent parcels. If the right-of-way is vacated, the intention of the submitter is to further develop the area along with the adjacent parcel to the south as a commercial business property. The northern half will then go to the property to the north, which is currently vacant.

ANALYSIS OF RIGHT-OF-WAY VACATION:

In October of 2002 an application for this request for right-of-way vacation was submitted to the City. It was reviewed by Excel Energy, AT&T Broadband and the City Development Engineer. The utility companies had no problem with the vacation of the right-of-way as long as an easement remained for any existing utilities within this area. This is also when the Riverside Parkway project was being studied. The final alignment of proposed parkway had not yet been determined and the City suggested that the applicant withdraw his application

until the parkway plan had been finalized. The parkway plan has determined that this section of Winters Avenue is not needed and the application is active again. A 14-foot multi-purpose easement must be provided across the section abutting South 7th Street. At the UCC meeting of February 9th, 2005, the Committee determined that there were no existing utilities within the right-of-way and did not have a problem with the vacation of this section of Winters Avenue.

4. Section 2.11.C of the Zoning and Development Code:

Requests to vacate any public right-of-way or easement must conform to all of the following:

- g. The Growth Plan, major street plan and other adopted plans and policies of the City.

Winters Avenue is designated as a local commercial street. Vacating this undeveloped portion of Winters Avenue should not adversely impact the adjacent or surrounding properties. The Growth Plan and its recommended zoning for surrounding properties will not be affected by the granting of the vacation.

- h. No parcel shall be landlocked as a result of the vacation.

All parcels to the west, that are part of the South 5th Street Subdivision, can be accessed by 4th Avenue, Noland Avenue or the existing north-south alley adjacent to these parcels. More specifically, the parcel owned by the Sterling Company located at 647 4th Street appears to be landlocked, but still maintains an alley access and access from 4th Street. These parcels are owned by one entity and have been treated as one parcel during development and use and will continue to be treated as such until redevelopment of these parcels occurs.

- i. Access to any parcel shall not be restricted to the point where access is unreasonable, economically prohibitive or reduces or devalues any property affected by the proposed vacation.

By vacating this right-of-way, no existing parcel will have less access than it currently now has.

- j. There shall be no adverse impacts on the health, safety, and/or welfare of the general community and the quality of public facilities and services provided to any parcel of land shall not be reduced (e.g. police/fire protection and utility services).

There are no identifiable adverse impacts that would result from vacating this right-of-way. All parcels of land will have access to public and private services through the existing service easements that are to remain.

- k. The provision of adequate public facilities and services shall not be inhibited to any property as required in Chapter Six of the Zoning and Development Code.

Existing and future public facilities and services should not be inhibited to this or any other nearby property.

- l. The proposal shall provide benefits to the City such as reduced maintenance requirements, improved traffic circulation, etc.

The elimination of an unused and un-constructed section of road will relieve the City of any responsibility for managing or maintaining this right-of-way. By approving this request the City and local residents should benefit from the improved condition along South 7th Street right-of-way when redevelopment occurs with the required landscaping buffer requirements being installed.

FINDINGS OF FACT/CONCLUSIONS:

After reviewing the Winters Avenue Right-of-Way Vacation application, File number VR-2002-200, for approval of excess right-of-way, staff makes the following findings of fact and conclusions:

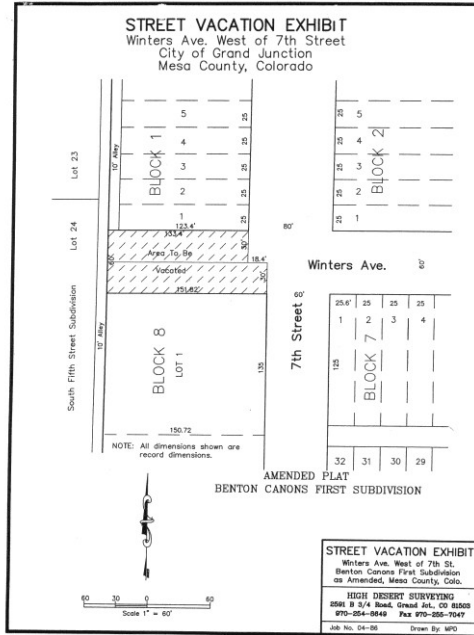
1. The proposed vacation is consistent with the Growth Plan.
2. The review criteria in Section 2.11 of the Zoning and Development Code have all been met.
3. A 14 foot multi-purpose easement is reserved and retained on, and along South 7th Street.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommend approval of the vacation of excess right-of-way to the City Council; file number VR-2002-200 with the findings and conclusions listed above, at their regularly scheduled meeting of February 22, 2005.

Site Location Map

Figure 1



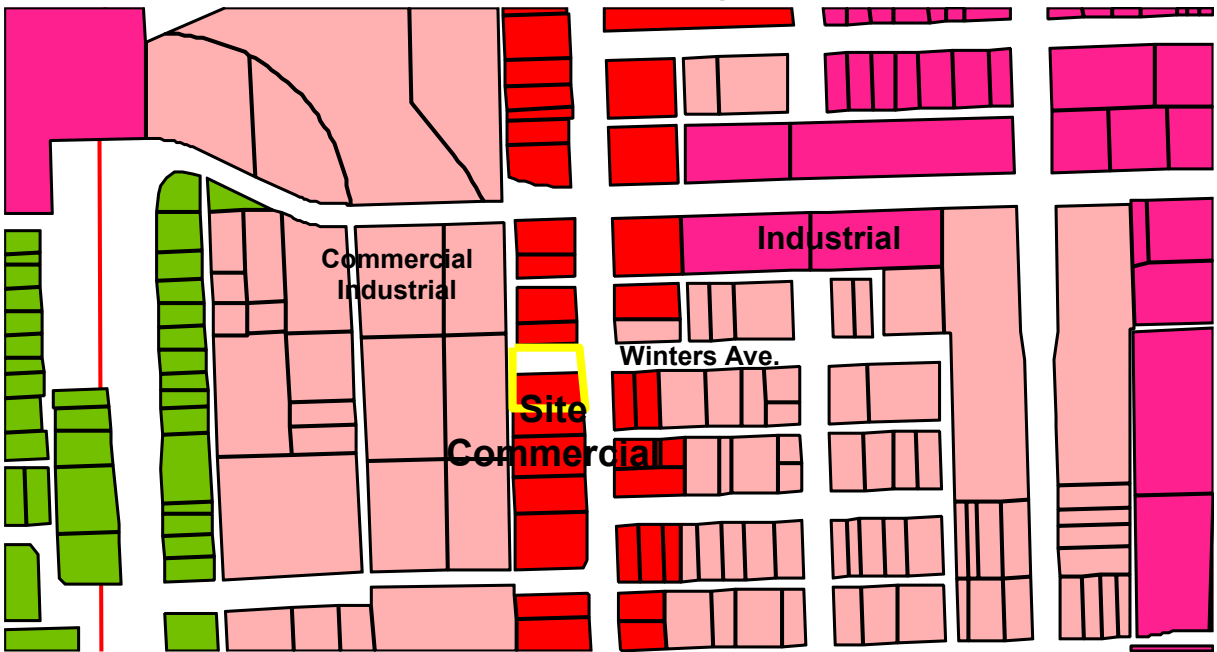
Aerial Photo Map

Figure 2



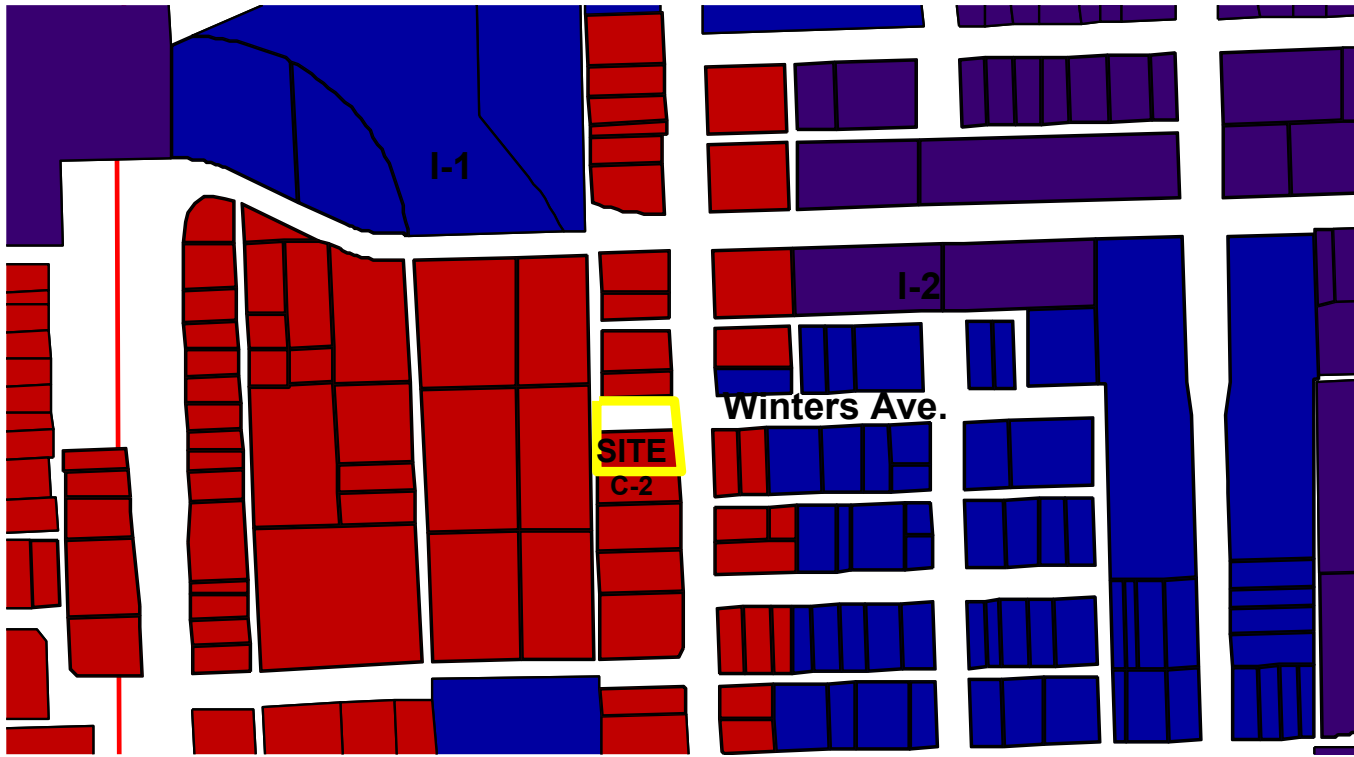
Future Land Use Map

Figure 3



Existing City and County Zoning

Figure 4



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

AN ORDINANCE VACATING A PORTION OF UNDEVELOPED RIGHT-OF-WAY, OF WINTERS AVENUE, WEST OF SOUTH 7TH STREET

Recitals.

A vacation of a portion of the undeveloped right-of-way of Winters Avenue has been requested by the adjoining property owners. The vacation request is the intention of the submitters to further develop the area along with the adjacent parcel to the south as a commercial business property. The northern half will then go to the property to the north, which is currently vacant.

The City Council finds that the request is consistent with the Growth Plan, the Grand Valley Circulation Plan and Section 2.11 of the Zoning and Development Code.

The Planning Commission, having heard and considered the request, found the criteria of the Code to have been met, and recommends that the vacation be approved.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT:

The following described dedicated right-of-way is hereby vacated:

That part of Winters Avenue West of 7th Street within the Amended Benton Canons First Subdivision, City of Grand Junction, County of Mesa, State of Colorado. Described as follows:

Beginning at the Northwest corner of Lot 1 Block 8 of said Benton Canons Subdivision; thence Easterly 151.82 feet along the North line of said Lot 1 to the Northeast corner of said Lot 1; thence Northerly 30 feet to the centerline of Winters Avenue; thence Westerly 18.4 feet along the centerline; thence Northerly 30 feet to the Southeast corner of Lot 1 Block 1 of said subdivision; thence westerly along the South line of said Lot 133.4 feet to the West line of the subdivision; thence Southerly 60 feet along the West line of said subdivision to the point of beginning.

Introduced on first reading this 2nd day of March, 2005 and ordered published.

Adopted on second reading this _____ day of _____, 2005.

Mayor

ATTEST:

City Clerk

Attach 20
Public Hearing – Rezoning the Hanson Equipment Property
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject		Hanson Equipment Rezone					
Meeting Date		March 16, 2005					
Date Prepared		March 10, 2005			File # PFP-2004-181		
Author		Lori V. Bowers		Senior Planner			
Presenter Name		Lori V. Bowers		Senior Planner			
Report results back to Council		X	No		Yes	When	
Citizen Presentation			Yes	X	No	Name	
	Workshop	X		Formal Agenda	X	Consent	Individual Consideration

Summary: A request to rezone 2 acres of land located at 763 23 ½ Road, from PD to Estate and rezone the remaining 17.87 acres, located at 2340 I-70 Frontage Road, to I-1, (Light Industrial) from a PD zoning designation.

Budget: N/A

Action Requested/Recommendation: Hold a Public Hearing and consider final passage of the re-zoning ordinance.

Attachments:

- General Project Report
- Vicinity Map
- Aerial Photo
- Growth Plan Map
- Zoning Map
- Zoning Ordinance

Background Information: Please see attached Staff report.

STAFF REPORT / BACKGROUND INFORMATION

Location:		2340 I-70 Frontage Road & 763 23 ½ Road	
Applicant:		THF Realty, owner; Hanson Equipment, developer.	
Existing Land Use:		Old Webb Crane site	
Proposed Land Use:		Light industrial uses and residential lot	
Surrounding Land Use:	North	Agricultural land	
	South	Interstate 70	
	East	23 ½ Road; Kenworth Trucking and single-family residential with agricultural uses	
	West	Triune Mining Supply	
Existing Zoning:		PD (Planned Development)	
Proposed Zoning:		I-1 (Light Industrial) & RSF-E (Residential single-family, Estate, on the 2 acre site)	
Surrounding Zoning:	North	AFT	
	South	I-2 and County PUD	
	East	County PC and PUD	
	West	AFT and County PC	
Growth Plan Designation:		Commercial / Industrial	
Zoning within density range?	X	Yes	No

STAFF ANALYSIS:

1. Background:

The subject property was annexed into the City on March 19, 2000. In 1999 a Growth Plan Amendment was processed to accommodate the location of Webb Crane. The request for annexation was a result of Webb Crane wishing to expand their business on the lot to the north of their site. In February of 2000, the City Council approved an additional Growth Plan Amendment from Estate to Commercial/Industrial for the northern parcel, based on the County PUD zoning for both parcels. Conditions of the PD required that they provide two additional housing units along 23 ½ Road, part of the northern parcel. These homes would

be rental houses and could not be further subdivided. Webb Crane never followed up on the plan and has since gone out of business. The original PD ordinance specified the uses and the location for the uses on this property. Webb Crane was an industrial use.

Hanson Equipment is looking at relocating to this site. During the review process Staff recommended that instead of amending the existing PD ordinance that the applicants consider a request to rezone the property back to a straight zone, since it is such a large parcel of land and Hanson Equipment has no need for all the acreage. They also do not wish to be in the housing rental business and request that the original zoning designation of RSF-E be placed back on the two acre residential portion of the property. A Growth Plan Amendment was presented to the Planning Commission and the City Council. The City Council approved the GPA for the two acres in the northeast corner of the property, returning it back to the original designation of Estate.

2. Section 2.6.A of the Zoning and Development Code

Rezoning requests must meet all of the following criteria for approval:

1. The existing zoning was in error at the time of adoption.

The existing PD zoning is not in error because the zoning use conformed to the Growth Plan. The PD zone was passed specifically for Webb Crane and their proposed operation. As adopted, the ordinance is not practical for other users.

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 transition, etc.

The existing PD zoning was to accommodate a business that is no longer in existence. For any other business, other than a crane business, to relocate on this site, the PD Ordinance must be amended or the property rezoned. Since the parcel is so large, and no other crane business is looking at relocating to the site, a total re-write of a PD ordinance must occur. The criteria for a Planned Development are specific. Since the new occupants have no plans for the remaining unused acreage it seems to make sense to rezone it back to a straight commercial/industrial zone, as what the Growth Plan designates. Future subdivision of the property is possible and any future uses on the property will be clear. The residential portion should be zoned to a residential designation. Since this area is surrounded by RSF-E zoning and the lot is two acres in size, the zoning designation of RSF-E fits.

3. The proposed rezones are 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 requested zonings will not create adverse impacts to the existing street network. The site functioned as an industrial use and the I-1 zoning designation will allow for less intense uses. When the applicants submit for future development, lighting plans will be required. The air or noise pollution should be less than the crane business and no different than the existing Kenworth site across the street. The RSF-E zoning is compatible with the adjacent and surrounding land uses.

4. 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 rezone from PD to I-1 and the rezone of PD to RSF-E does meet the goals of the Growth Plan. The North Central Valley Plan stated that some planned unit developments were approved in the area which did not seem to meet the intent and purpose of the planned development concept. Staff feels this is an opportunity to help improve that situation.

5. Adequate public facilities and services are available or will be made available concurrent with the projected impacts of the proposed development.

All utilities including, sanitary sewer, domestic water, and dry utilities are located on the property and are available for use.

6. There is not an adequate supply of land available in the neighborhood and surrounding area to accommodate the zoning and community needs.

This is not applicable since the request is to change the zoning from PD for a specific user to I-1, Light Industrial, and RSF-E for the residential portion of the property.

7. The community or neighborhood will benefit from the proposed zones.

The community should benefit from the proposed zonings because of its lesser intensity. The rezone requests still conform to the Growth Plan designation.

FINDINGS OF FACT/CONCLUSIONS:

After reviewing the Hanson Equipment request for re-zone application, PFP-2004-181, staff and the Planning Commission make the following findings of fact and conclusions:

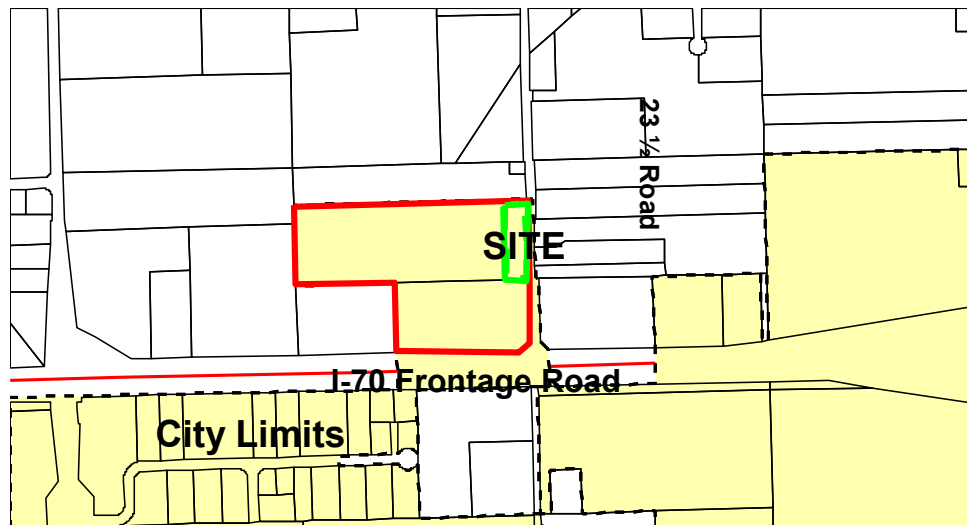
1. The requested rezones are consistent with the Growth Plan.

2. The review criteria in Section 2.6.A of the Zoning and Development Code have
all been met.
3. The proposed zonings are consistent with adjacent property zonings.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission forward a recommendation of approval of the requested rezones, file number PFP-2004-181, to the City Council with the findings and conclusions listed above.

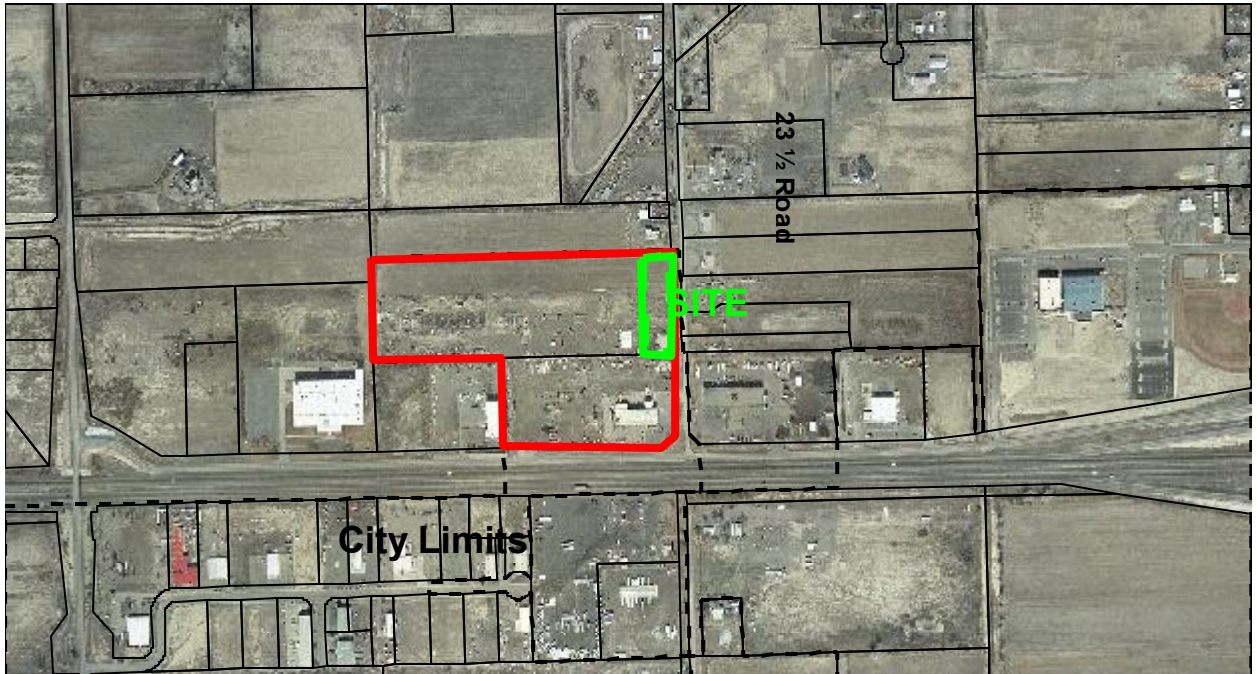
Site Location Map

763 23 1/2 Road



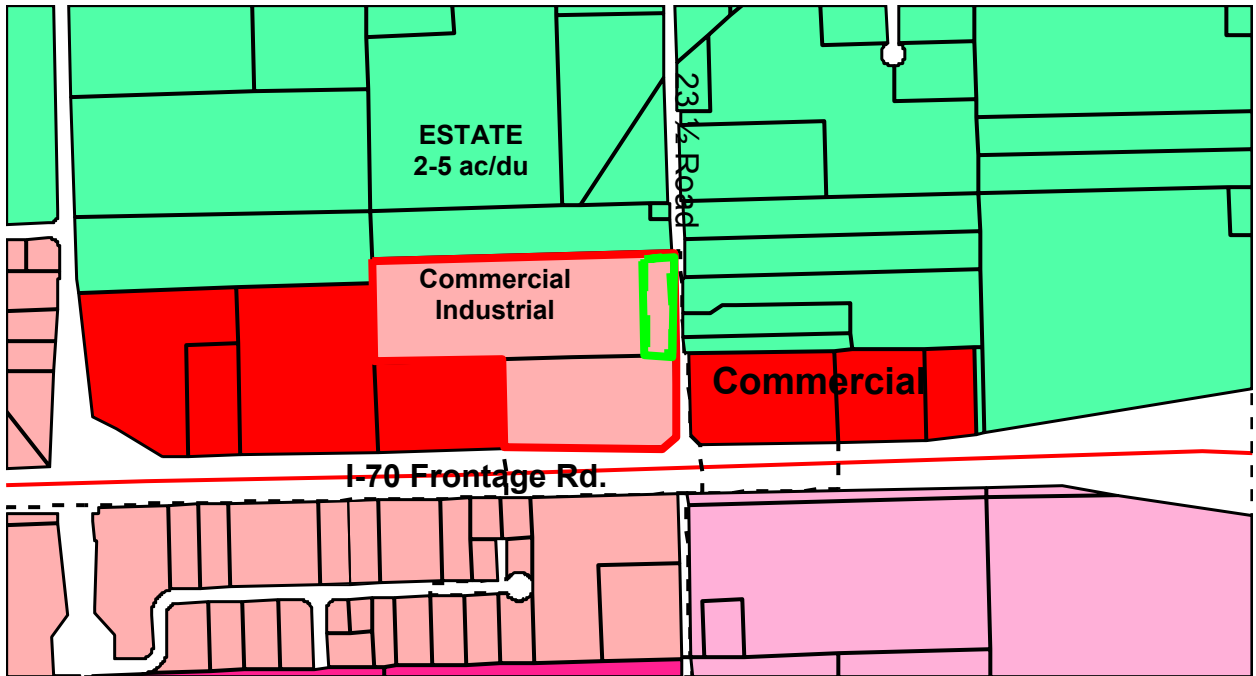
Aerial Photo Map

Figure 2



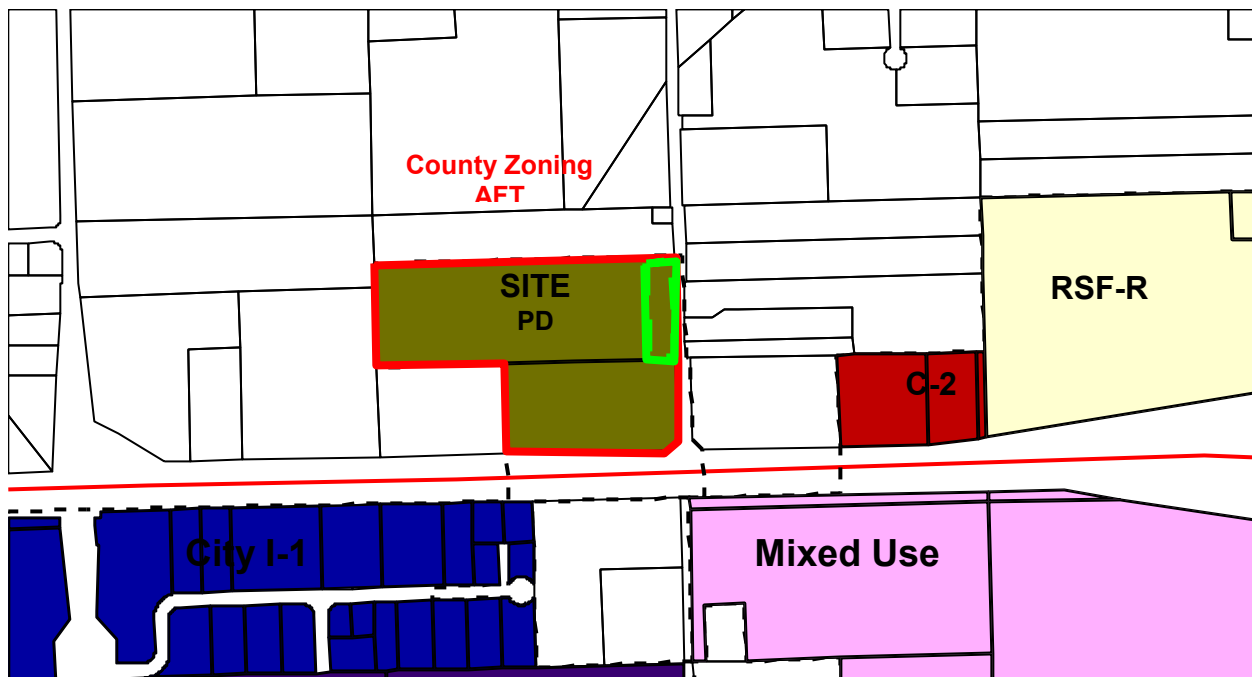
Future Land Use Map

Figure 3



Existing City and County Zoning

763 23 1/2 Road



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 2.00 ACRES OF LAND LOCATED AT
763 23 ½ ROAD

Recitals.

A rezone from the Planned Development (PD) district to the Residential Single Family Estate (RSF-E) district has been requested for the property located at 763 23 ½ Road for purpose of retaining a single-family residence on two acres of land. The City Council finds that the request meets the goals and policies and future land use set forth by the *Growth Plan* (amended February 16, 2005). City Council also finds that the requirements for a rezone as set forth in Section 2.6 of the Zoning and Development Code have been satisfied.

The Grand Junction Planning Commission, at its March 8th hearing, recommended approval of the rezone request from the PD district to the RSF-E district.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE PARCEL DESCRIBED BELOW IS HEREBY ZONED TO THE Residential Single Family, Estate (RSF-E) DISTRICT:

All that parcel of land being part of the Northwest Quarter of Section 32, Township 1 North, Range 1 West of the Ute Meridian, being more particularly described as follows:

Commencing at the Center Quarter Corner of Section 32, Township 1 North, Range 1 West of the Ute Meridian, whence the Northeast corner of Southeast Quarter Northwest Quarter of said Section 32 bears N 00°04'26"E, a distance of 1321.60 feet, for a basis of bearings, with all bearings contained herein being relative thereto; thence N 00°04'26"E, a distance of 660.80 feet to the Point of Beginning; Thence N 89°58'46"W, a distance of 217.17 feet; thence N 00°04'26" E, a distance of 441.72 feet; thence S 89°58'46"E, a distance of 227.17 feet to a point on the east line of the Northwest Quarter of said Section 32; thence S00°04'26"W, along said east line, a distance of 441.75 feet to the Point of Beginning.

Uses Permitted are those listed in the Zoning and Development Code for the RSF-E zoning designation.

INTRODUCED for FIRST READING and PUBLICATION this 2nd day of March, 2005.

PASSED on SECOND READING this ____ day of _____, 2005.

ATTEST:

City Clerk

President of Council

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

AN ORDINANCE ZONING 17.87 ACRES OF LAND LOCATED AT
2340 I-70 FRONTAGE ROAD

Recitals.

A rezone from the Planned Development (PD) district to the Light Industrial (I-1) district has been requested for the properties located at 2340 I-70 Frontage Road for purposes of developing a Light Industrial subdivision and the relocation of Hanson Equipment, inc. The City Council finds that the request meets the goals and policies and future land use set forth by the *Growth Plan* (amended February 16, 2005). City Council also finds that the requirements for a rezone as set forth in Section 2.6 of the Zoning and Development Code have been satisfied.

The Grand Junction Planning Commission, at its March 8th hearing, recommended approval of the rezone request from the PD district to the RSF-E district.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE PARCEL(S) DESCRIBED BELOW IS HEREBY ZONED TO THE Light Industrial (I-1) DISTRICT:

All that parcel of land being part of the Northwest Quarter of Section 32, Township 1 North, Range 1 West of the Ute Meridian, being more particularly described as follows:

Commencing at the Center Quarter Corner of Section 32, Township 1 North, Range 1 West of the Ute Meridian, whence the Northeast corner of Southeast Quarter Northwest Quarter of said Section 32 bears N 00°04'26"E, a distance of 1321.60 feet, for a basis of bearings, with all bearings contained herein being

relative thereto; thence N 00°04'26"E, a distance of 660.80 feet to the Point of Beginning; Thence N 89°58'46"W, a distance of 20.00 feet; thence S 00°04'26" W, a distance of 349.59 feet; thence S 45°12'40"W, a distance of 70.55 feet to a point on the North Right-of-way line of I-70; thence N 89°39'04"W, along said Right-of-way line, a distance of 696.35 feet; thence N 00°03'32"E, a distance of 395.31 feet; thence N 89°58'46"W, a distance of 553.64 feet; thence N 00°03'32"E; a distance of 441.75 feet; thence S 89°58'46"E, a distance of 1093.04 feet; thence S 00°04'26' W, a distance of 441.72 feet; thence S 89°58'46"E, a distance of 207.17 feet to the Point of Beginning.

Uses Permitted are those as listed in the Zoning and Development Code under the zoning designation of I-1.

INTRODUCED for FIRST READING and PUBLICATION this 2nd day of March, 2005.

PASSED on SECOND READING this ____ day of _____, 2005.

ATTEST:

City Clerk

President of Council

**Attach 21
Public Hearing – Catlin Annexation and Zoning
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
Subject	A hearing for the Annexation and Zoning of the Catlin Annexation located at 2830 C ½ Road to RMF-8 (Residential Multi-Family 8 du/ac)					
Meeting Date	March 16, 2005					
Date Prepared	March 2, 2005				File #ANX-2004-308	
Author	Faye Hall			Planning Technician		
Presenter Name	Faye Hall			Planning Technician		
Report results back to Council	X	No		Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop	X	Formal Agenda			Consent X Individual Consideration

Summary: Acceptance of a petition to annex and consider the annexation and zoning for the Catlin Annexation. The Catlin Annexation is located at 2830 C ½ Road and consists of one parcel on 10.14 acres. The zoning being requested is RMF-8 (Residential Multi-Family 8 du/ac).

Budget: N/A

Action Requested/Recommendation: 1) approve resolution accepting a petition for annexation; 2) Conduct a public hearing to consider final passage of annexation and zoning ordinances.

Background Information: See attached Staff Report/Background Information

Attachments:

1. Staff report/Background information
2. Annexation - Location Map / Aerial Photo
3. Growth Plan Map / Zoning Map
4. Acceptance Resolution
5. Annexation Ordinance
6. Zoning Ordinance

STAFF REPORT/BACKGROUND INFORMATION			
Location:		2830 C ½ Road	
Applicants:		Owner: Rick & Peggy Catlin Representative: Crane Associates	
Existing Land Use:		Residential	
Proposed Land Use:		Residential	
Surrounding Land Use:	North	Residential / Agricultural	
	South	Residential / Agricultural	
	East	Residential	
	West	Residential	
Existing Zoning:		County RSF-4	
Proposed Zoning:		City RMF-8	
Surrounding Zoning:	North	City RMF-8	
	South	County RSF-4	
	East	County RSF-R	
	West	County RSF-R	
Growth Plan Designation:		Residential Medium 4-8 du/ac	
Zoning within density range?		X	Yes
			No

Staff Analysis:

ANNEXATION:

This annexation area consists of 10.14 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 the property. Under the 1998 Persigo Agreement all subdivisions require annexation and processing in the City.

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 Catlin 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.

Zone of Annexation: The requested zone of annexation to the RMF-8 district is consistent with the Growth Plan density of Residential Medium (4-8 du/ac). The existing County zoning is RSF-4. 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 criterion 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 criterion 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 subdivision 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 criterion 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 criterion is not applicable.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommended approval of the requested zone of annexation at their February 22, 2005 meeting 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.

The following annexation and zoning schedule is being proposed.

<u>ANNEXATION SCHEDULE</u>	
February 2, 2005	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
February 22, 2005	Planning Commission considers Zone of Annexation
March 2, 2005	Introduction Of A Proposed Ordinance on Zoning by City Council
March 16, 2005	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
April 17, 2005	Effective date of Annexation and Zoning

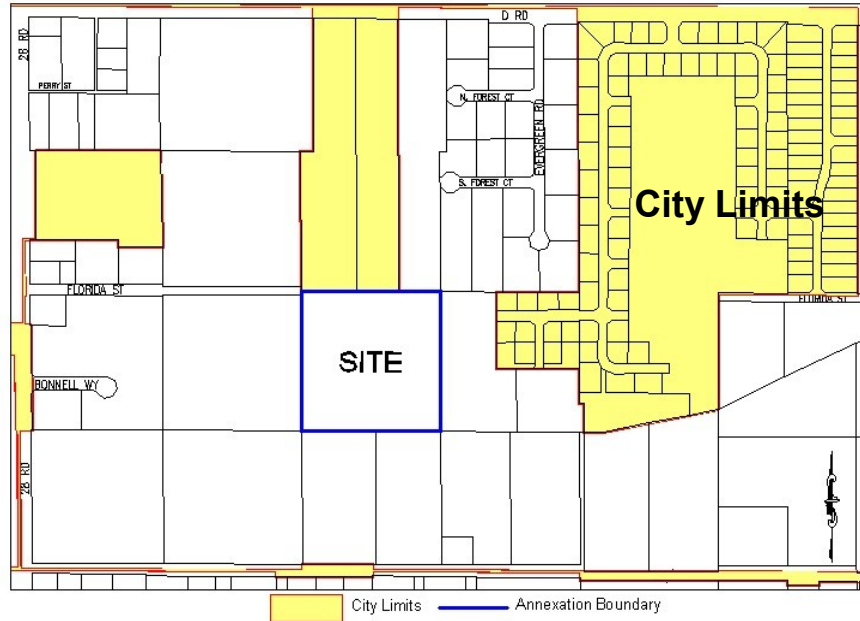
CATLIN ANNEXATION SUMMARY

File Number:	ANX-2004-308	
Location:	2830 C ½ Road	
Tax ID Number:	2943-192-00-260	
Parcels:	1	
Estimated Population:	2	
# of Parcels (owner occupied):	1	
# of Dwelling Units:	1	
Acres land annexed:	10.139 acres	
Developable Acres Remaining:	10.139 acres	
Right-of-way in Annexation:	0	
Previous County Zoning:	RSF-4	
Proposed City Zoning:	RMF-8	
Current Land Use:	Residential	
Future Land Use:	Residential	
Values:	Assessed:	\$32,040
	Actual:	\$326,510
Address Ranges:	2830 C ½ Road	
Special Districts:	Water:	Ute
	Sewer:	Central Grand Valley
	Fire:	Grand Junction Rural
	Irrigation/Drainage:	Grand Valley / Grand Junction
	School:	District 51

Annexation - Location Map

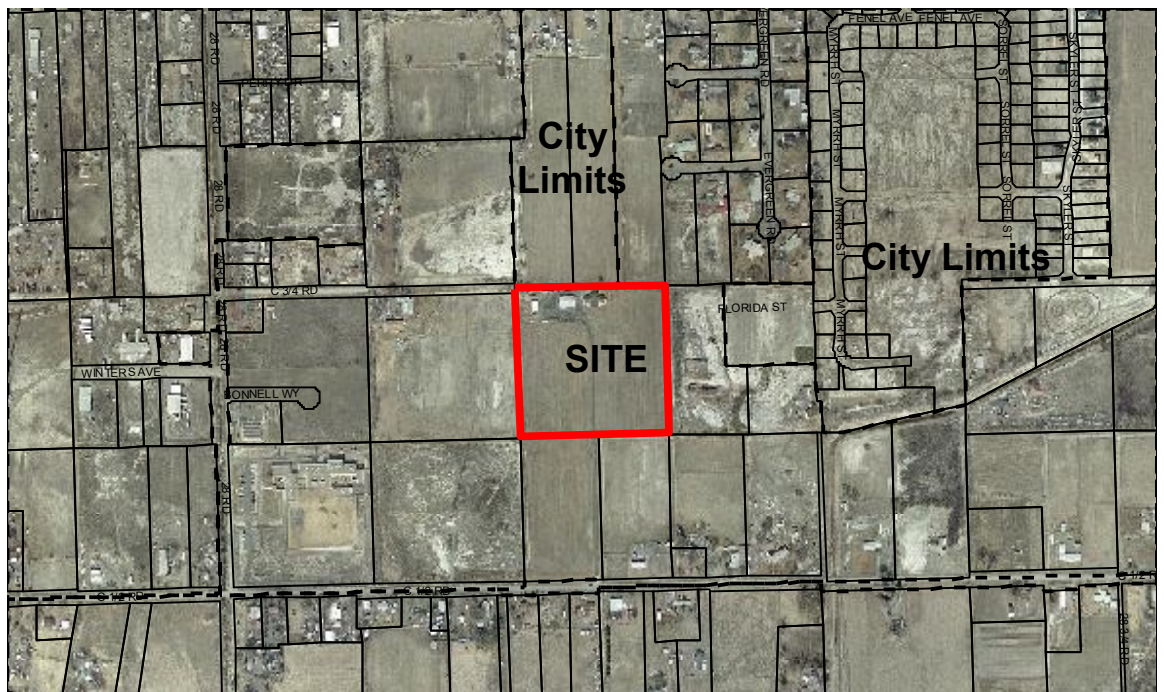
Figure 1

Catlin Annexation
Figure 5



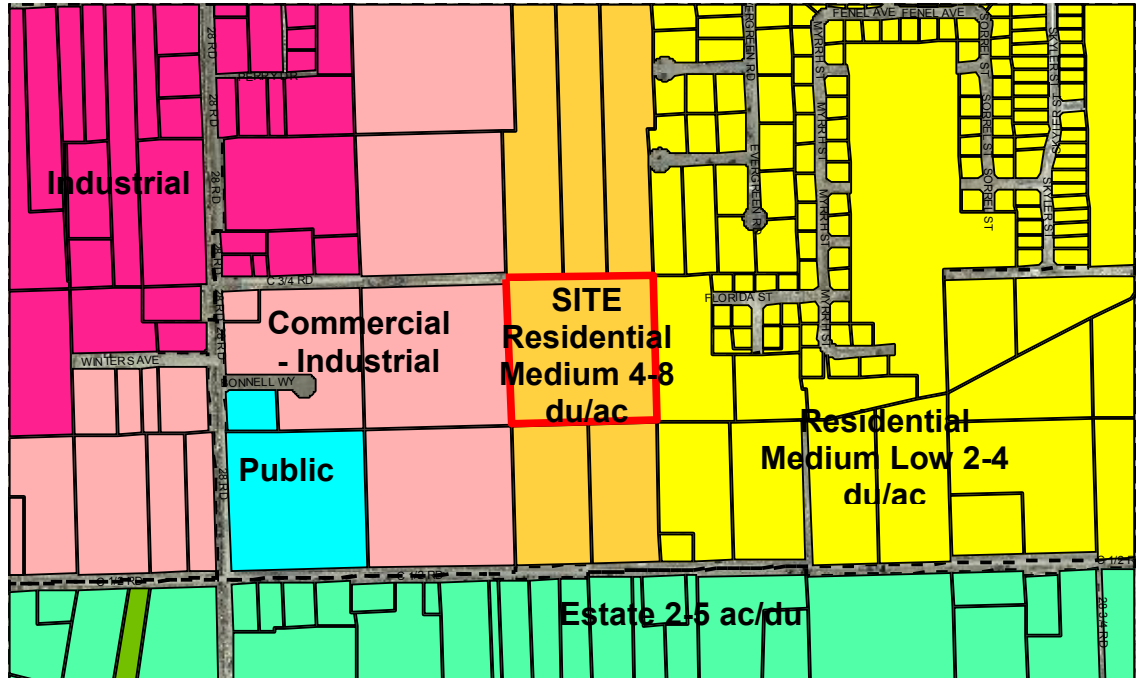
Aerial Photo Map

Figure 2



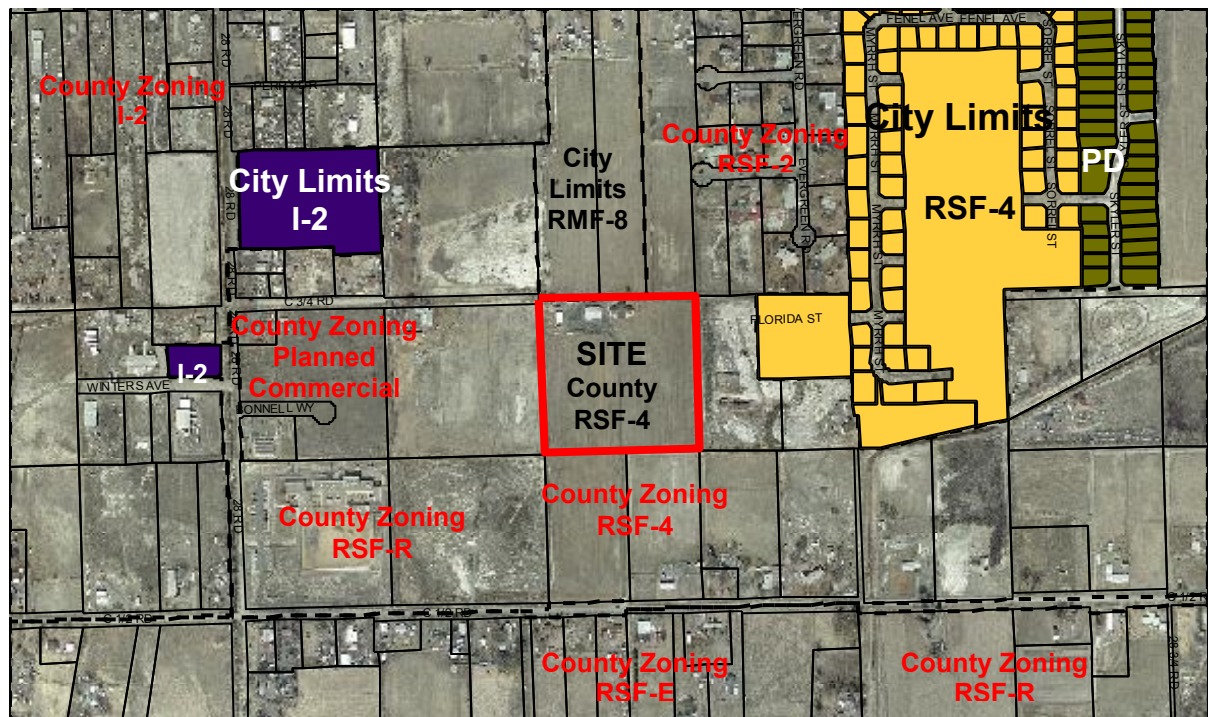
Future Land Use Map

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."

RESOLUTION NO. ____

**A RESOLUTION ACCEPTING A
PETITION FOR ANNEXATION, MAKING CERTAIN
FINDINGS, DETERMINING THAT PROPERTY KNOWN AS THE**

CATLIN ANNEXATION

LOCATED AT 2830 C ½ ROAD

IS ELIGIBLE FOR ANNEXATION

WHEREAS, on the 2nd day of February, 2005, 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:

CATLIN ANNEXATION

A certain parcel of land lying in Section 19, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

The Northwest Quarter of the Southeast Quarter of the Northwest Quarter (NW 1/4 SE 1/4 NW 1/4) of Section 19, Township 1 South, Range 1 East of the Ute Principal Meridian.

CONTAINING 10.1399 Acres (441,693.89 Sq. Ft.), more or less, as described.

WHEREAS, a hearing on the petition was duly held after proper notice on the 16th day of March, 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 16th day of March, 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**

CATLIN ANNEXATION

APPROXIMATELY 10.139 ACRES

LOCATED AT 2830 C ½ ROAD

WHEREAS, on the 2nd day of February, 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 March, 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:

CATLIN ANNEXATION

A certain parcel of land lying in Section 19, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

The Northwest Quarter of the Southeast Quarter of the Northwest Quarter (NW 1/4 SE 1/4 NW 1/4) of Section 19, Township 1 South, Range 1 East of the Ute Principal Meridian.

CONTAINING 10.1399 Acres (441,693.89 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 2nd day of February, 2005 and ordered published.

ADOPTED this _____ day of _____, 2005.

Attest:

President of the Council

City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ZONING THE CATLIN ANNEXATION TO
RMF-8 (RESIDENTIAL MULTI-FAMILY 8 DU/AC)**

LOCATED AT 2830 C ½ 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 Catlin 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 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.

CATLIN ANNEXATION

A certain parcel of land lying in Section 19, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

The Northwest Quarter of the Southeast Quarter of the Northwest Quarter (NW 1/4 SE 1/4 NW 1/4) of Section 19, Township 1 South, Range 1 East of the Ute Principal Meridian.

CONTAINING 10.1399 Acres (441,693.89 Sq. Ft.), more or less, as described.

Housing type, density and bulk standards shall be for the RMF-8 zone district.

Introduced on first reading this 2nd day of March, 2005 and ordered published.

ADOPTED on second reading this 16th day of March, 2005.

ATTEST:

President of the Council

City Clerk

**Attach 22
Public Hearing - Hawk's Nest Annexation and Zoning
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
Subject	A hearing for the Annexation and Zoning of the Hawk's Nest Annexation located at 157 30 Road to RSF-4 (Residential Single Family 4 du/ac)					
Meeting Date	March 16, 2005					
Date Prepared	March 4, 2005				File #ANX-2004-298	
Author	Faye Hall			Planning Technician		
Presenter Name	Faye Hall			Planning Technician		
Report results back to Council	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	When	
Citizen Presentation		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Name	
	Workshop	<input checked="" type="checkbox"/>	Formal Agenda		<input type="checkbox"/>	Consent
						<input checked="" type="checkbox"/> Individual Consideration

Summary: Acceptance of a petition to annex and consider the annexation and zoning for the Hawk's Nest Annexation. The 33.22 acre Hawk's Nest Annexation is a five part serial annexation which consists of two parcels of land and portions of the B Road and 30 Road rights-of-way. The zoning being requested is RSF-4 (Residential Single Family 4 du/ac).

Budget: N/A

Action Requested/Recommendation: 1) approve resolution accepting a petition for annexation; 2) Conduct a public hearing to consider final passage of annexation and zoning ordinances.

Background Information: See attached Staff Report/Background Information

Attachments:

1. Staff report/Background information
2. Annexation - Location Map / Aerial Photo
3. Growth Plan Map / Zoning Map
4. Planning Commission Minutes
5. Acceptance Resolution
6. Annexation Ordinance
7. Zoning Ordinance

STAFF REPORT/BACKGROUND INFORMATION			
Location:		157 30 Road	
Applicants:		Owner: Parkerson Brothers, LLC - Alan Parkerson Developer: 30 Road, LLC - Alan Parkerson Representative: O'Connor Design Group, Inc - Pat O'Connor	
Existing Land Use:		Residential / Agricultural	
Proposed Land Use:		Residential	
Surrounding Land Use:	North	Residential	
	South	Residential / Cowboy Corral Kia	
	East	Agricultural	
	West	Residential / Mesa View Elementary School	
Existing Zoning:		County RSF-R	
Proposed Zoning:		RSF-4	
Surrounding Zoning:	North	County RSF-R & City PD (Chipeta Pines)	
	South	County RSF-R	
	East	County AFT	
	West	County RSF-R	
Growth Plan Designation:		Residential Medium Low 2-4 du/ac	
Zoning within density range?		X	Yes
			No

Staff Analysis:

ANNEXATION:

This annexation area consists of 33.22 acres of land and is comprised of two parcels and portions of the B Road and 30 Road rights-of-way. The property owners have requested annexation into the City as the result of a request to subdivide the property. Under the 1998 Persigo Agreement all subdivisions require annexation and processing in the City.

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 Hawk's Nest 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.

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:

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 criterion 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 criterion 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 subdivision goes forward.

6. 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.

7. 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 criterion 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 criterion is not applicable.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommended approval with a split decision of 5-2 of the requested zone of annexation at their February 22, 2005 meeting 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.

The following annexation and zoning schedule is being proposed.

<u>ANNEXATION SCHEDULE</u>	
February 2, 2005	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
February 22, 2005	Planning Commission considers Zone of Annexation
March 2, 2005	Introduction Of A Proposed Ordinance on Zoning by City Council
March 16, 2005	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council

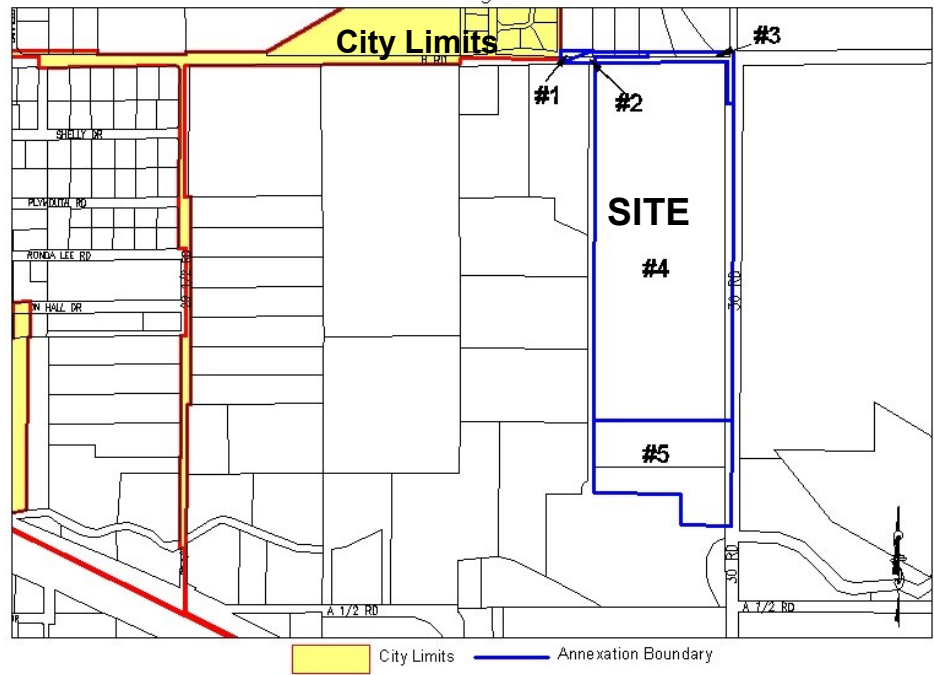
April 17, 2005	Effective date of Annexation and Zoning
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HAWK'S NEST ANNEXATION SUMMARY		
File Number:	ANX-2004-298	
Location:	157 30 Road	
Tax ID Number:	2943-321-00-154 & 2943-321-00-162	
Parcels:	2	
Estimated Population:	2	
# of Parcels (owner occupied):	1	
# of Dwelling Units:	1	
Acres land annexed:	33.22 acres	
Developable Acres Remaining:	30.69 acres	
Right-of-way in Annexation:	2.52 acres	
Previous County Zoning:	RSF-R	
Proposed City Zoning:	RSF-4	
Current Land Use:	Residential / Agricultural	
Future Land Use:	Residential	
Values:	Assessed:	\$8,130
	Actual:	\$28,000
Address Ranges:	2995-2999 (odd only) B Road 157-199 (odd only) 30 Road	
Special Districts:	Water:	Ute
	Sewer:	Orchard Mesa Sanitation
	Fire:	Grand Junction Rural
	Irrigation/Drainage:	Orchard Mesa Irrigation & Drainage
	School:	District 51

Annexation - Location Map

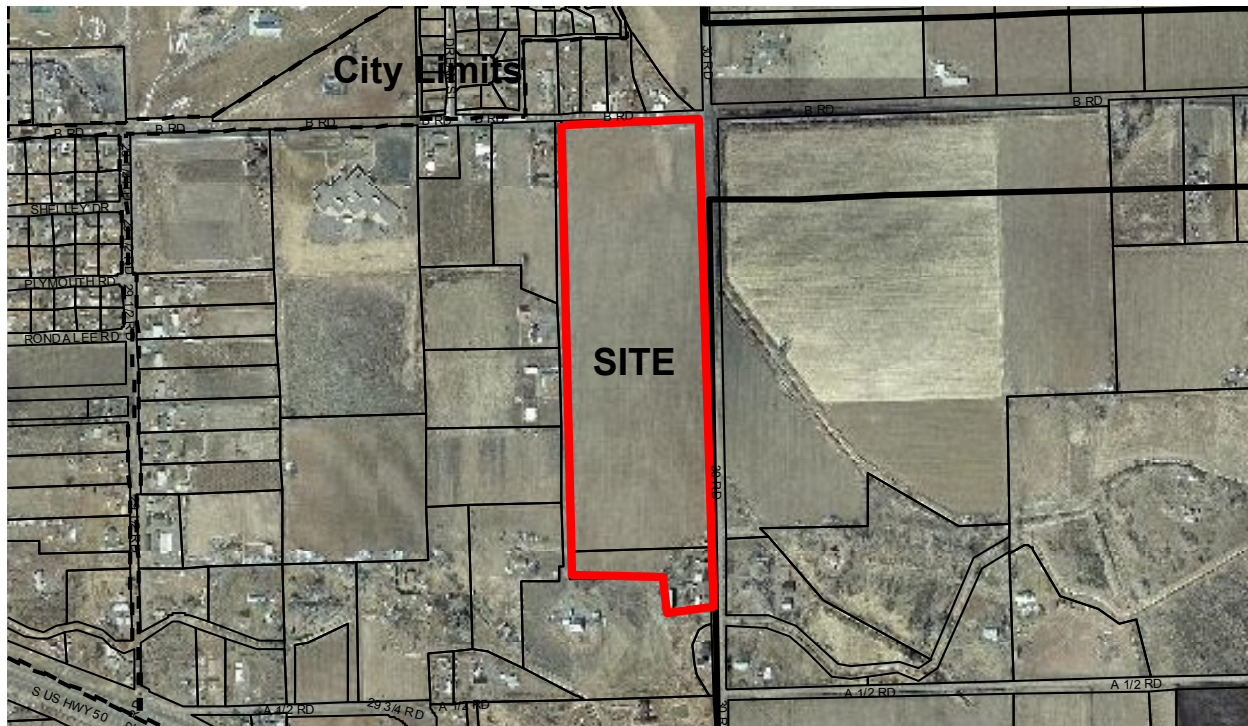
Figure 1

Hawks Nest Annexations 1, 2, 3, 4, & 5



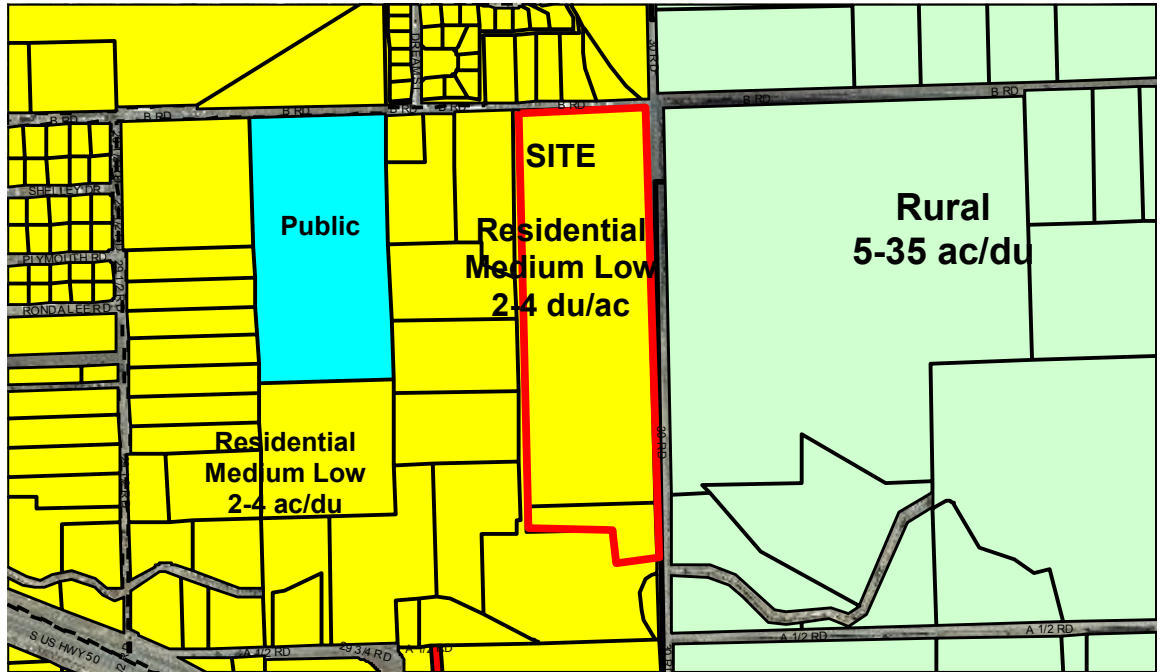
Aerial Photo Map

Figure 2



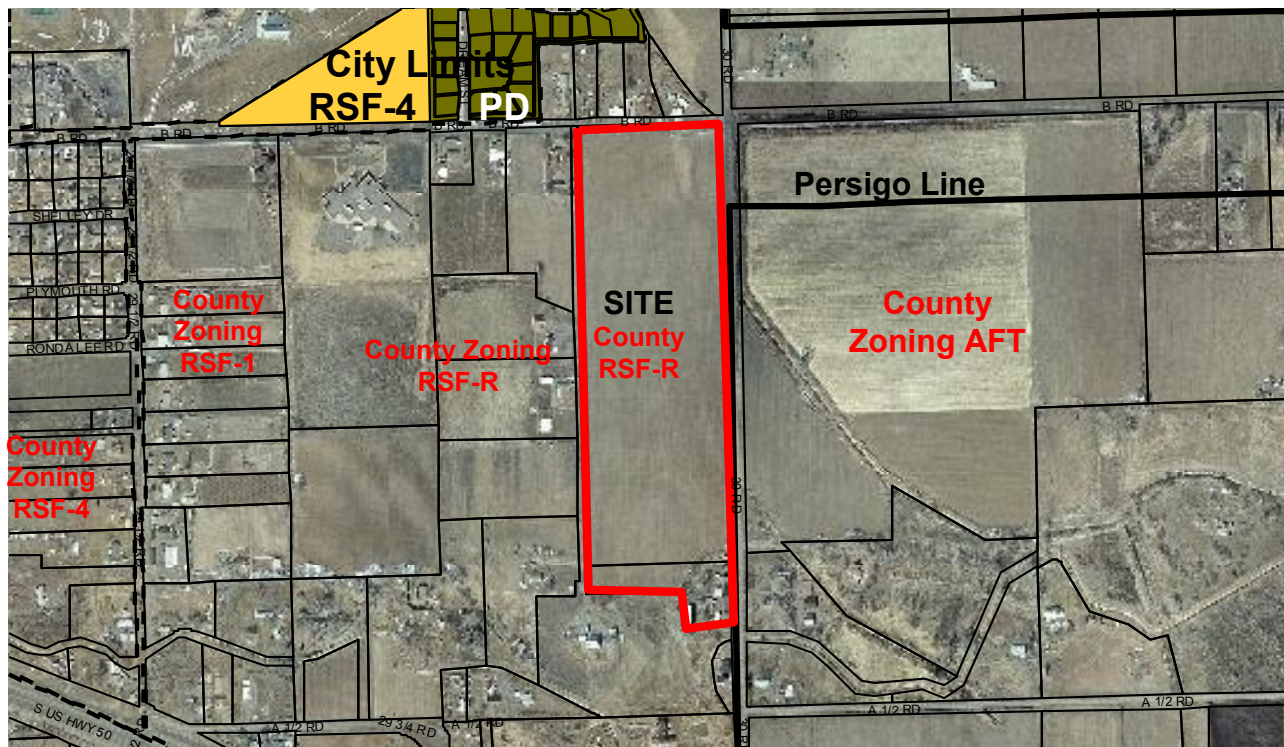
Future Land Use Map

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."

Planning Commission Minutes from February 22, 2005

ANX-2004-298 ZONE OF ANNEXATION--HAWK'S NEST ANNEXATION

A request for approval to zone 30.90 acres from a County RSF-R (Residential Single Family-Rural) to a City RSF-4 (Residential Single Family-4 units/acre) zone district.

Petitioner: Alan Parkerson, Parkerson Construction

Location: 157 30 Road

PETITIONER'S PRESENTATION

Mike Joyce, representing the petitioner, offered a Powerpoint presentation which contained the following slides: 1) request overview; 2) surrounding zoning map; 3) surrounding land use map; 4) surrounding subdivisions layout transposed over aerial photo map; 5) Code rezone criteria; 6) breakdown of how much of a development project is infrastructure and open space; and 7) Growth Plan and Orchard Mesa Area Plan criteria.

Mr. Joyce noted the surrounding zonings of RSF-R to the north; County RSF-4 and City PD to the south; City RSF-4 and County AFT to the east; and City RSF-4 to the west. When a property is annexed into the City, he said, the applied City zone could reflect either the closest County equivalent or the zone recommended by the Growth Plan. The petitioner had opted for the Residential Medium-Low land use classification recommended by the Growth Plan, which permitted RSF-4 zoning. Referencing the Code's rezone criteria, the RSF-4 zone district was supported by the Development Code, the Growth Plan, and the Orchard Mesa Neighborhood Plan. He felt that the requested zone would be compatible with the area, and no adverse impacts would be created. The site was located in a transitional area. With growth expected to increase as a result of the 29 Road extension, higher densities were justified and supported by staff. Mr. Joyce pointed out the Persigo Agreement's boundary line directly to the east of the property, but added that even outside of that urban boundary, you could still find higher density (2-4 units/acre) developments.

While current consideration was being given to just the zone district, the petitioner did have plans to develop the property to a density of 3.2 to 3.7 units/acre. He pointed out that approximately 15-20 percent of any development was allocated to infrastructure and open space.

QUESTIONS

Commissioner Lowrey noted the presence of RSF-R zoned property to the west and questioned the compatibility of the requested zone. Mr. Joyce acknowledged that some RSF-R zoned property did exist to the west; however, the area was in transition, and the City was encouraging more urban densities

for the area. The RSF-4 zone, he added, would bring the parcel into compliance with Growth Plan recommend-ations.

STAFF'S PRESENTATION

Kathy Portner offered a Powerpoint presentation which contained the following slides: 1) annexation/ location map; 2) aerial photo map; 3) Future Land Use Map; and 4) an Existing City and County Zoning Map. She noted that the Future Land Use Map recommended densities of 2-4 units/acre for the area. She acknowledged the location of the Persigo "dividing line," and agreed that the area was in transition. The RSF-4 zone district was supported by the Growth Plan, the Future Land Use Map, and the Orchard Mesa Neighborhood Plan. Having found that the request met Code criteria as well, staff recommended approval.

QUESTIONS

Chairman Dibble asked about the zoning for the property several parcels away to the west of the subject site. Ms. Portner thought that it had built out to a density of close to 4 units/acre.

PUBLIC COMMENTS

FOR:

There were no comments for the request.

AGAINST:

David Ellen (2999 B Road, Grand Junction) presented a drawing and several photographs of his and other properties located along a portion of B Road approved by Mesa County in 1994 (hard copies of which were submitted for the record). He noted that the property to the west of B Road had been platted out in 5-acre parcels. At the time of platting, a road extending the length of those parcels had been approved and, once constructed to County standards, would run directly perpendicular to B Road. With the petitioner's property located directly south of B Road, he expected that an access to B Road would be improved to City standards. The result, he said, would be two road sections constructed to different standards lying side by side. While a fence could be erected to separate the two street sections, that really didn't make much sense. If the City or County eliminated the County road section, it would effectively landlock the platted parcels. There were also safety concerns since there were no sidewalks along B Road available for pedestrians (photos referenced). At the very least, the City should improve the shoulders along B Road. Mr. Ellen realized that this was probably an issue more appropriate for the development review stage, but since it had not been acknowledged or dealt with in any way by the petitioner or City staff, he wanted to make sure that his concerns were taken into consideration.

Mr. Ellen also expressed concerns about the densities allowed by the RSF-4 zone. A less dense project would provide a better buffer between the higher and

lower densities on either side of the parcel. He noted the larger parcels surrounding the petitioner's property and his own 10-acre parcel which lay directly to the south. Many of these property owners had livestock and were undertaking some form of agricultural operation. How would they be protected against complaints lodged by residents of higher density developments? How could they protect their livestock and property from trespassers? There was also a lack of public recreational areas in the area, and no park or public open space area(s) had been proposed by the petitioner. The nearby school did not want the public using its property for recreational purposes after regular school hours.

He also hoped that the petitioner would design single-story homes to protect area views and maintain current property values.

Chairman Dibble said that most of what Mr. Ellen had brought forth wasn't germane to the property's zoning. When Mr. Ellen asked about the appropriateness of the road issue, Ms. Kreiling said that the road issue would also be better addressed at a later date.

Dave Deppe (2981 B Road, Grand Junction) said that the petitioner's claim that RSF-4 zoned properties were directly abutting the site to the west was untrue; rather, that property was zoned RSF-R. He agreed that most of the area's property owners were involved with some form of agricultural operation, and higher density developments would affect them the most. It appeared to him that if the current request were approved, it would result in about 1 1/2 miles of "flagpole annexation" along B Road to Chipeta Pines. Mr. Deppe wondered how the petitioner's development planned to secure irrigation water, since approximately 90 users were already getting their water from the area's single available headgate.

Chairman Dibble said that some of those issues were also better addressed during development review; while good questions, they weren't applicable to the application of a zone.

Laura Green (2993 B Road, Grand Junction), owner of a 5-acre parcel in the area, said that she'd purchased her property because of the area's peace and quiet and because of the exceptional views. Higher density developments in the area would destroy all of that. She couldn't understand why people weren't allowed to voice their concerns about issues that directly affected them.

Ms. Kreiling read the zoning criteria from the Code and said that planning commissioners could consider those issues directly relating to density impacts.

Ms. Green concluded by voicing her concerns over safety issues, traffic impacts, and street development; and she concurred that there should be a restriction on building height to prevent the developer from negatively impacting area views.

Ken Ottenberg (2995 B Road, Grand Junction) said that the entire area had originally been zoned agricultural. The Growth Plan may support higher

densities, but bringing higher densities and its inherent problems to the area would be of no benefit to anyone currently living there, nor would a higher density development benefit the community as a whole. Referencing the aerial map, he maintained that the majority of parcels surrounding the petitioner's property and others in the area were larger in size and more rural in character. Given what he felt was the zone's lack of compatibility with the surrounding area, the fact that it wouldn't provide a community benefit, and because it would diminish the quality of life enjoyed by current area residents, he contended that the Code's rezone criteria had not been met. As such, he felt that the request should be denied.

PETITIONER'S REBUTTAL

Mr. Joyce expressed appreciation for resident comments, and he noted that for the same reasons that some of their comments were viewed as not being germane, he was also prevented from addressing those issues that would be more fully explored during development review. With regard to transportation impacts, the new TCP fee schedule provided for the City's collection of funds, to be held and used to pay for improvements as the need arose. Having looked at the area's traffic counts, the number of daily trips generated was actually very low. From March of 2002, approximately 353 trips were recorded along 30 Road; the highest count was along B Road, with 797 trips. Both counts were much lower than what typical residential streets could handle. 29 Road will be a principal arterial; 30 Road and B 1/2 Roads will be minor arterials; and B Road was classified as more an urban collector. He commended the City's taking a proactive position in planning for area impacts as a result of expected area growth.

Mr. Joyce said that open space fees were paid to the City; however, it was up to staff to decide whether the City wanted fees for park construction in other areas of the City or land dedicated for parks development. Agricultural operations were protected under the Right to Farm Act, a notation that would be recorded on the subdivision's plat. He felt it important that people consider the bigger picture in determining the type and level of growth for an area. The RSF-4 zone was appropriate; however, it would be impossible to construct a development with a true density of 4 units/acre given the percentage of the site taken up by infrastructure improvements. The only other zoning alternative available was the RSF-2, which, once infrastructure improvements were factored in, would result in a development density of only 1.5 to 1.8 units/acre. Such densities may not meet the minimum density requirements of the Growth Plan.

QUESTIONS

Chairman Dibble asked engineering staff if they could address the road situation mentioned by Mr. Ellen. Mr. Hahn came forward and said that the City would not permit construction of two streets side by side, with or without a fence dividing them. Alternatives would be explored but discussions were best undertaken outside the public hearing forum.

Chairman Dibble remarked to the citizenry that specific street designs and open space provisions would be addressed during development review.

Commissioner Cole asked if there were any plans to upgrade 30 and B Roads in that area. Mr. Hahn said that TCP funds were collected and made available as improvement needs arose. While likely there would be some improvements made in the area, that particular corridor was not as high a priority as others in the City. When asked if the developer would be required to construct curb, gutter and sidewalk along either of the two streets, Mr. Hahn reiterated that that's what TCP funds were set aside to do. If developers constructed those improvements themselves, it often resulted in piecemeal improvements that didn't connect to anything. If the current developer were permitted to construct those improvements, TCP funds would be reimbursed to him.

Commissioner Pitts asked for confirmation that the City would not permit construction of a gravel road next to a street used for access into the petitioner's subdivision, which was given.

Chairman Dibble asked staff about other zoning options available for the property. Ms. Portner came forward and said that the Residential Medium-Low land use classification permitted either RSF-2 or RSF-4 zone districts. The RSF-4 zone district permitted densities of between 2-4 units/acre. With the RSF-2 zone, there was a density minimum of 80 percent of 2 units per acre. Chairman Dibble asked for confirmation that the area was indeed in transition, which was given.

DISCUSSION

Commissioner Lowrey noted the subject property's location right on the edge of the Persigo line to the east. To the west were larger parcels zoned RSF-R. He agreed that it didn't provide any community benefit to zone the entire area right up to 30 Road as RSF-4. There should be buffer areas, and he could more readily support an RSF-2 zone. He felt that this was an area where a diversity of zoning, affordability, and housing types should be supported. If the petitioner's property were situated further to the west, he'd be inclined to favor higher density, but he felt he could not support the request for RSF-4 zoning.

Commissioner Cole disagreed. A lot of thought and public input had gone into the drafting and adoption of the Growth Plan, which recommended higher densities for the area. Even during the Plan's 5-year update, the area had not been singled out as needing reconsideration. He believed that over time more and more people would be moving to the area, and it would reflect a more urban character. The RSF-4 zone district, he felt, was appropriate, and he could support it.

Commissioner Pitts said that his decision not to support the request for RSF-4 zoning was based on the property's proximity to the Persigo line. Property directly east of that line was zoned RSF-R as were all the other parcels directly abutting the property owned by the petitioner. The petitioner had bought his property knowing that he was buying in an area more rural in character. He agreed with comments made by Commissioner Lowrey that a less dense zone district (RSF-2) would provide a better transition between the area's RSF-R and RSF-4 zoned properties.

Commissioner Pavelka-Zarkesh expressed her agreement with staff's recommendation of RSF-4. Urban services were already there, and she agreed that the area was in transition.

Commissioner Putnam remarked that the reason public hearings were held and citizen input was so encouraged on long-range planning endeavors was for just this kind of situation. However, once that long-range plan was adopted, its recommendations should be followed. He agreed that the area was in transition, and he expressed support for the RSF-4 zone district.

Chairman Dibble said that growth was a vital part of any community, and that this was one of those areas experiencing growth. He agreed that the extension of 29 Road into the area would likely encourage even more development. The public's input and preferences had been taken into consideration during both the Growth Plan and Orchard Mesa Neighborhood planning processes. The request met the Code's rezone criteria, and the developer had the right to develop to allowed levels.

MOTION: (Commissioner Cole) "Mr. Chairman, on Zone of Annexation ANX-2004-298, I move that the Planning Commission recommend to the City Council approval of the zoning designation of the RSF-4 (Residential Single-Family, 4 du/acre) zoning district for the Hawk's Nest Annexation, with the facts and conclusions listed in the staff report."

Commissioner Redifer seconded the motion.

A vote was called and the motion passed by a vote of 5-2, with Commissioners Pitts and Lowrey opposing.

With no further business to discuss, the public hearing was adjourned at 9:05 p.m.

RESOLUTION NO. ____

**A RESOLUTION ACCEPTING A
PETITION FOR ANNEXATION, MAKING CERTAIN
FINDINGS, DETERMINING THAT PROPERTY KNOWN AS THE**

HAWK'S NEST ANNEXATION

**LOCATED at 157 30 ROAD AND PORTIONS OF THE B ROAD AND 30 ROAD
RIGHTS-OF-WAY**

IS ELIGIBLE FOR ANNEXATION

WHEREAS, on the 2nd day of February, 2005, 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:

HAWKS NEST ANNEXATION NO. 1

A certain parcel of land lying in the Southeast Quarter (SE 1/4) of Section 29 and the Northeast Quarter (NE 1/4) of Section 32, 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 32 and assuming the North line of the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of said Section 32 bears S 89°52'02" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 89°52'02" W along the North line of the NE 1/4 NE 1/4 of said Section 32 a distance of 767.51 feet to the POINT OF BEGINNING; thence from said Point of Beginning, S 67°06'39" W a distance of 77.56 feet to a point on the South right of way for B Road, being a line 30.00 feet South of and parallel with the North line of the NE 1/4 NE 1/4 of said Section 32; thence N 00°05'43" W a distance of 60.00 feet to a point on the North right of way for said B Road, being a line 30.00 feet North of and parallel with, the North line of the NE 1/4 NE 1/4 of said Section 32; thence N 89°52'02" E along said North right of way, a distance of 143.00 feet; thence S 67°06'39" W a distance of 77.56 feet, more or less, to the Point of Beginning.

CONTAINING 0.0985 Acres (4,290.00 Sq. Ft.), more or less, as described.

HAWKS NEST ANNEXATION NO. 2

A certain parcel of land lying in the Southeast Quarter (SE 1/4) of Section 29 and the Northeast Quarter (NE 1/4) of Section 32, 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 32 and assuming the North line of the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of said Section 32 bears S 89°52'02" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 89°52'02" W along the North line of the NE 1/4 NE 1/4 of said Section 32 a distance of 410.33 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue S 89°52'02" W along the North line of the NE 1/4 NE 1/4 of said Section 32, a distance of 253.00 feet; thence S 00°15'40" W a distance of 30.00 feet to a point on the South right of way for B Road, being a line 30.00 feet South of and parallel with, the North line of the NE 1/4 NE 1/4 of said Section 32; thence S 89°52'02" W along said South right of way, a distance of 175.50 feet; thence N 67°06'39" E a distance of 155.11 feet to a point on the North right of way for said B Road, being a line 30.00 feet North of and parallel with, the North line of the NE 1/4 NE 1/4 of said Section 32; thence N 89°52'02" E along said North right of way, a distance of 7.00 feet; thence S 00°05'43" E a distance of 10.00 feet; thence N 89°52'02" E along a line 20.00 feet North of and parallel with, the North line of the NE 1/4 NE 1/4 of said Section 32, a distance of 278.67 feet; thence S 00°07'58" E a distance of 20.00 feet, more or less, to the Point of Beginning.

CONTAINING 0.2537 Acres (11,051.47 Sq. Ft.), more or less, as described.

HAWKS NEST ANNEXATION NO. 3

A certain parcel of land lying in the Southeast Quarter (SE 1/4) of Section 29 and the Northeast Quarter (NE 1/4) of Section 32, 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 said Section 32 and assuming the North line of the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of said Section 32 bears S 89°52'02" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 89°52'02" W along the North line of the NE 1/4 NE 1/4 of said Section 32 a distance of 410.33 feet to the POINT OF BEGINNING; thence from said Point of Beginning, S 00°15'13" W along the East line of the NE 1/4 of said Section 32, a distance of 225.00 feet; thence N 89°44'47" W a distance of 30.00 feet to a point on 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 32; thence N 00°15'13" E along said West right of way, a distance of 195.00 feet to a point on the South right of way for B Road, being a line 30.00 feet South of and parallel with, the North line of the NE 1/4 NE 1/4 of said Section 32; thence S 89°52'02" W along said South right of way, a distance of 633.33 feet; thence N 00°15'40" E a distance of 30.00 feet; thence N 89°52'02" E along the North line of the NE 1/4 NE 1/4 of said Section 32, a

distance of 253.00 feet; thence N 00°07'58" W a distance of 20.00 feet; thence N 89°52'02" E along a line 20.00 feet North of and parallel with, the North line of the NE 1/4 NE 1/4 of said Section 32, a distance of 410.36 feet, more or less, to a point on the East line of the SE 1/4 of said Section 29; thence S 00°02'41" E along the East line of the SE 1/4 of said Section 29, a distance of 20.00 feet, more or less, to the Point of Beginning.

CONTAINING 0.7796 Acres (33,959.78 Sq. Ft.), more or less, as described.

HAWKS NEST ANNEXATION NO. 4

A certain parcel of land lying in the Northeast Quarter (NE 1/4) of Section 32, 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 32 and assuming the North line of the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of said Section 32 bears S 89°52'02" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 00°15'13" W along the East line of the NE 1/4 of said Section 32, a distance of 225.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue S 00°15'13" W along the East line of the NE 1/4 of said Section 32, a distance of 1517.75 feet; thence N 89°44'20" W a distance of 663.54 feet, more or less, to a point on the East line of that certain property with Mesa County Parcel Control Number 2943-321-00-160, the description of same being recorded in Book 2096, Page 142 and Book 2417, Page 383, Public Records of Mesa County, Colorado; thence N 00°15'40" E along the East line of said parcel, a distance of 1708.40 feet to a point on the South right of way for B Road, being a line 30.00 feet South of and parallel with, the North line of the NE 1/4 NE 1/4 of said Section 29; thence N 89°52'02" E along said South right of way, a distance of 633.33 feet, more or less, to the Point of Beginning.

CONTAINING 25.9196 Acres (1,129,056.28 Sq. Ft.), more or less, as described.

HAWKS NEST ANNEXATION NO. 5

A certain parcel of land lying in the Northeast Quarter (NE 1/4) of Section 32, 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 32 and assuming the North line of the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of said Section 32 bears S 89°52'02" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 00°15'13" W along the East line of the NE 1/4 of said Section 32, a distance of 1,742.95 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue S

00°15'13" W along the East line of the NE 1/4 of said Section 32, a distance of 500.00 feet; thence N 89°44'20" W a distance of 239.90 feet; thence N 00°15'40" E a distance of 149.00 feet; thence N 89°44'20" W a distance of 423.70 feet, more or less, to a point on the East line of that certain property with Mesa County Parcel Control Number 2943-321-00-160, the description of same being recorded in Book 2096, Page 142 and Book 2417, Page 383, Public Records of Mesa County, Colorado; thence N 00°15'40" E along the East line of said parcel, a distance of 351.00 feet; thence S 89°44'20" E a distance of 663.54 feet, more or less, to the Point of Beginning.

CONTAINING 6.1674 Acres (268,653.88 Sq. Ft.), more or less, as described.

WHEREAS, a hearing on the petition was duly held after proper notice on the 16th day of March, 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 16th day of March, 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**

HAWK'S NEST ANNEXATION #1

APPROXIMATELY .0985 ACRES

LOCATED IN THE B ROAD RIGHT-OF-WAY

WHEREAS, on the 2nd day of February, 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 March, 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:

HAWKS NEST ANNEXATION NO. 1

A certain parcel of land lying in the Southeast Quarter (SE 1/4) of Section 29 and the Northeast Quarter (NE 1/4) of Section 32, 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 32 and assuming the North line of the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of said Section 32 bears S 89°52'02" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 89°52'02" W along the North line of the NE 1/4 NE 1/4 of said Section 32 a distance of 767.51 feet to the POINT OF BEGINNING; thence from said Point of Beginning, S 67°06'39" W a distance of 77.56 feet to a point on the South right of way for B Road, being a line 30.00 feet South of and parallel with the North line of the NE

1/4 NE 1/4 of said Section 32; thence N 00°05'43" W a distance of 60.00 feet to a point on the North right of way for said B Road, being a line 30.00 feet North of and parallel with, the North line of the NE 1/4 NE 1/4 of said Section 32; thence N 89°52'02" E along said North right of way, a distance of 143.00 feet; thence S 67°06'39" W a distance of 77.56 feet, more or less, to the Point of Beginning.

CONTAINING 0.0985 Acres (4,290.00 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 2nd day of February, 2005 and ordered published.

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**

HAWK'S NEST ANNEXATION #2

APPROXIMATELY .2537 ACRES

LOCATED IN THE B ROAD RIGHT-OF-WAY

WHEREAS, on the 2nd day of February, 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 March, 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:

HAWKS NEST ANNEXATION NO. 2

A certain parcel of land lying in the Southeast Quarter (SE 1/4) of Section 29 and the Northeast Quarter (NE 1/4) of Section 32, 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 32 and assuming the North line of the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of said Section 32 bears S 89°52'02" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 89°52'02" W along the North line of the NE 1/4 NE 1/4 of said Section 32 a distance of 410.33 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue S 89°52'02" W along the North line of the NE 1/4 NE 1/4 of said Section 32, a distance of 253.00 feet; thence S 00°15'40" W a distance of 30.00 feet to a

point on the South right of way for B Road, being a line 30.00 feet South of and parallel with, the North line of the NE 1/4 NE 1/4 of said Section 32; thence S 89°52'02" W along said South right of way, a distance of 175.50 feet; thence N 67°06'39" E a distance of 155.11 feet to a point on the North right of way for said B Road, being a line 30.00 feet North of and parallel with, the North line of the NE 1/4 NE 1/4 of said Section 32; thence N 89°52'02" E along said North right of way, a distance of 7.00 feet; thence S 00°05'43" E a distance of 10.00 feet; thence N 89°52'02" E along a line 20.00 feet North of and parallel with, the North line of the NE 1/4 NE 1/4 of said Section 32, a distance of 278.67 feet; thence S 00°07'58" E a distance of 20.00 feet, more or less, to the Point of Beginning.

CONTAINING 0.2537 Acres (11,051.47 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 2nd day of February, 2005 and ordered published.

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**

HAWK'S NEST ANNEXATION #3

APPROXIMATELY .7796 ACRES

LOCATED IN THE B ROAD AND 30 ROAD RIGHTS-OF-WAY

WHEREAS, on the 2nd day of February, 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 March, 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:

HAWKS NEST ANNEXATION NO. 3

A certain parcel of land lying in the Southeast Quarter (SE 1/4) of Section 29 and the Northeast Quarter (NE 1/4) of Section 32, 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 said Section 32 and assuming the North line of the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of said Section 32 bears S 89°52'02" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 89°52'02" W along the North line of the NE 1/4 NE 1/4 of said Section 32 a distance of 410.33 feet to the POINT OF BEGINNING; thence from said Point of Beginning, S 00°15'13" W along the East line of the NE 1/4 of said Section 32, a distance of 225.00 feet;

thence N 89°44'47" W a distance of 30.00 feet to a point on 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 32; thence N 00°15'13" E along said West right of way, a distance of 195.00 feet to a point on the South right of way for B Road, being a line 30.00 feet South of and parallel with, the North line of the NE 1/4 NE 1/4 of said Section 32; thence S 89°52'02" W along said South right of way, a distance of 633.33 feet; thence N 00°15'40" E a distance of 30.00 feet; thence N 89°52'02" E along the North line of the NE 1/4 NE 1/4 of said Section 32, a distance of 253.00 feet; thence N 00°07'58" W a distance of 20.00 feet; thence N 89°52'02" E along a line 20.00 feet North of and parallel with, the North line of the NE 1/4 NE 1/4 of said Section 32, a distance of 410.36 feet, more or less, to a point on the East line of the SE 1/4 of said Section 29; thence S 00°02'41" E along the East line of the SE 1/4 of said Section 29, a distance of 20.00 feet, more or less, to the Point of Beginning.

CONTAINING 0.7796 Acres (33,959.78 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 2nd day of February, 2005 and ordered published.

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**

HAWK'S NEST ANNEXATION #4

APPROXIMATELY 25.9196 ACRES

**LOCATED AT 157 30 ROAD AND PORTIONS OF THE 30 ROAD RIGHT-OF-
WAY**

WHEREAS, on the 2nd day of February, 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 March, 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:

HAWKS NEST ANNEXATION NO. 4

A certain parcel of land lying in the Northeast Quarter (NE 1/4) of Section 32, 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 32 and assuming the North line of the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of said Section 32 bears S 89°52'02" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 00°15'13" W along the East line of the NE 1/4 of said Section 32, a distance of 225.00 feet to

the POINT OF BEGINNING; thence from said Point of Beginning, continue S 00°15'13" W along the East line of the NE 1/4 of said Section 32, a distance of 1517.75 feet; thence N 89°44'20" W a distance of 663.54 feet, more or less, to a point on the East line of that certain property with Mesa County Parcel Control Number 2943-321-00-160, the description of same being recorded in Book 2096, Page 142 and Book 2417, Page 383, Public Records of Mesa County, Colorado; thence N 00°15'40" E along the East line of said parcel, a distance of 1708.40 feet to a point on the South right of way for B Road, being a line 30.00 feet South of and parallel with, the North line of the NE 1/4 NE 1/4 of said Section 29; thence N 89°52'02" E along said South right of way, a distance of 633.33 feet, more or less, to the Point of Beginning.

CONTAINING 25.9196 Acres (1,129,056.28 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 2nd day of February, 2005 and ordered published.

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**

HAWK'S NEST ANNEXATION #5

APPROXIMATELY 6.1674 ACRES

**LOCATED AT 157 30 ROAD AND PORTIONS OF THE 30 ROAD RIGHT-OF-
WAY**

WHEREAS, on the 2nd day of February, 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 March, 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:

HAWKS NEST ANNEXATION NO. 5

A certain parcel of land lying in the Northeast Quarter (NE 1/4) of Section 32, 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 32 and assuming the North line of the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of said Section 32 bears S 89°52'02" W with all other bearings contained herein

being relative thereto; thence from said Point of Commencement, S 00°15'13" W along the East line of the NE 1/4 of said Section 32, a distance of 1,742.95 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue S 00°15'13" W along the East line of the NE 1/4 of said Section 32, a distance of 500.00 feet; thence N 89°44'20" W a distance of 239.90 feet; thence N 00°15'40" E a distance of 149.00 feet; thence N 89°44'20" W a distance of 423.70 feet, more or less, to a point on the East line of that certain property with Mesa County Parcel Control Number 2943-321-00-160, the description of same being recorded in Book 2096, Page 142 and Book 2417, Page 383, Public Records of Mesa County, Colorado; thence N 00°15'40" E along the East line of said parcel, a distance of 351.00 feet; thence S 89°44'20" E a distance of 663.54 feet, more or less, to the Point of Beginning.

CONTAINING 6.1674 Acres (268,653.88 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 2nd day of February, 2005 and ordered published.

ADOPTED this _____ day of _____, 2005.

Attest:

President of the Council

City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ZONING THE HAWK'S NEST ANNEXATION TO
RSF-4 (RESIDENTIAL SINGLE FAMILY 4 DU/AC)**

LOCATED AT 157 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 Hawk's Nest 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 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.

HAWK'S NEST ANNEXATION

A certain parcel of land lying in the Northeast Quarter (NE 1/4) of Section 32, 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 32 and assuming the North line of the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of said Section 32 bears S 89°52'02" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 00°15'13" W along the East line of the NE 1/4 of said Section 32, a distance of 225.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue S 00°15'13" W along the East line of the NE 1/4 of said Section 32, a distance of 1517.75 feet; thence N 89°44'20" W a distance of 663.54 feet, more or less, to a point on the East line of that certain property with Mesa County Parcel Control Number 2943-321-00-160, the description of same being recorded in Book 2096, Page 142 and Book 2417, Page 383, Public Records of Mesa County, Colorado; thence N 00°15'40" E along the East line of said parcel, a distance of 1708.40 feet to a point on the South right of way for B Road, being a line 30.00 feet South of and parallel with, the North line of the NE 1/4 NE 1/4 of said Section 29; thence N 89°52'02" E along said South right of way, a distance of 633.33 feet, more or less, to the Point of Beginning.

CONTAINING 25.9196 Acres (1,129,056.28 Sq. Ft.), more or less, as described.

And also, A certain parcel of land lying in the Northeast Quarter (NE 1/4) of Section 32, 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 32 and assuming the North line of the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of said Section 32 bears S 89°52'02" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 00°15'13" W along the East line of the NE 1/4 of said Section 32, a distance of 1,742.95 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue S 00°15'13" W along the East line of the NE 1/4 of said Section 32, a distance of 500.00 feet; thence N 89°44'20" W a distance of 239.90 feet; thence N 00°15'40" E a distance of 149.00 feet; thence N 89°44'20" W a distance of 423.70 feet, more or less, to a point on the East line of that certain property with Mesa County Parcel Control Number 2943-321-00-160, the description of same being recorded in Book 2096, Page 142 and Book 2417, Page 383, Public Records of Mesa County, Colorado; thence N 00°15'40" E along the East line of said parcel, a distance of 351.00 feet; thence S 89°44'20" E a distance of 663.54 feet, more or less, to the Point of Beginning.

CONTAINING 6.1674 Acres (268,653.88 Sq. Ft.), more or less, as described.

Housing type, density and bulk standards shall be for the RSF-4 zone district.

Introduced on first reading this 2nd day of March, 2005 and ordered published.

ADOPTED on second reading this 16th day of March, 2005.

ATTEST:

President of the Council

City Clerk

Attach 23
Public Hearing – Zoning the Fisher Annexation No. 2
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Zoning the Fisher Annexation, located at 104 29 ¾ Road					
Meeting Date	March 16, 2005					
Date Prepared	March 9, 2005				File # GPA-2004-191	
Author	Kathy Portner		Planning Manager			
Presenter Name	Kathy Portner		Planning Manager			
Report results back to Council	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes	When	
Citizen Presentation	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	Name	
	Workshop	<input checked="" type="checkbox"/>	Formal Agenda	<input type="checkbox"/>	Consent	<input checked="" type="checkbox"/> Individual Consideration

Summary: Hold a public hearing and consider final passage of the zoning Ordinance to zone the 16 acre Fisher Annexation, located at 104 29 ¾ Road, RSF-R (Residential Single Family, Rural).

Budget: N/A

Action Requested/Recommendation: Hold a public hearing to consider final passage of the zoning ordinance.

Background Information: See attached Staff Report

Attachments:

- Staff Report/Background Information
- Site Location Map/Aerial Photo
- Future Land Use Map/Existing City and County Zoning Map
- Planning Commission Minutes
- Ordinance

STAFF REPORT / BACKGROUND INFORMATION				
Location:		104 29 ¾ Road		
Applicants:		Owner: Albert Fisher Representative: Robert Jones II		
Existing Land Use:		Undeveloped		
Proposed Land Use:		Residential		
Surrounding Land Use:	North	Residential Medium Low, 2-4 du/ac		
	South	Public		
	East	Rural, 5-35 ac/du		
	West	Conservation/Residential Medium Low, 2-4 du/ac		
Existing Zoning:		RSF-R (Residential Single Family, Rural, 5 acres per unit)—County zoning		
Proposed Zoning:		RSF-R		
Surrounding Zoning:	North	County RSF-R		
	South	County RSF-R		
	East	County RSF-R		
	West	County RSF-R/Planned Commercial		
Growth Plan Designation:		Rural, 5 acres per unit		
Zoning within density range?		x	Yes	No

Staff Analysis:

1. Background

The property was recently annexed into the City of Grand Junction pursuant to the Persigo Agreement. The owner had requested a Growth Plan Amendment to change the Future Land Use designation from Rural (5-35 acres per unit) to Residential Medium Low (2-4 units per acre). That request was denied.

The 16 acre site is located along the east side of 29 ¾ Road near Highway 50 on Orchard Mesa. The property is a large knoll with significant topographic relief, with elevations ranging from approximately 4,832 feet to 4,935 feet. Due to grades and the Orchard Mesa Canal that borders the property on the north, the only access that can be provided to the property is from the existing 29 ¾ Road to the southwest.

The applicant did a preliminary slope analysis using a GIS contour file from Mesa County. However, the analysis appears to be based on proposed slopes rather than existing slopes. That analysis indicates approximately 26% of the site containing slopes of 10-20%, 8% of the site containing slopes of 20-30% and 37% of the site containing slopes of 30% or more. The majority of the slopes of less than 20% are on the top of the knoll, resulting in the access road crossing slopes of greater than 20 and 30 percent.

Rezoning: The zone of annexation to the RSF-R district is consistent with the Growth Plan density of Rural, 5-35 acres per unit. 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 rezoning 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:

5. The existing zoning was in error at the time of adoption;

The property is at the far southeast edge of the Urban Growth Boundary, with the Rural designation to the east, Public designation to the south and Conservation designation to the west. Also, to the southeast of the site, is the Mesa County Landfill. The property has limited development potential due to access and steep slopes. Staff finds there was no error.

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.;

The character of the area has changed, but in accordance with the adopted Growth Plan.

3. 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 nuisances;

The RSF-R zoning is compatible with the neighborhood and will limit any adverse impacts of development. Given the prior County zoning and the Future Land Use designation, RSF-R is the only zone district that can be considered.

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;

The proposed RSF-R zoning is consistent with the goals and policies of the Growth Plan and the Orchard Mesa Neighborhood Plan. Specifically, the following goals and policies from the Growth Plan support leaving the RSF-R zoning on this property:

Policy 20.7: The City and County will limit development on steep slopes, ridgelines and hilltops to promote public safety and preserve natural vistas of the Bookcliffs, Grand Mesa and Colorado National Monument.

Policy 20.9: The City and County will encourage dedications of conservation easements or land along the hillsides, habitat corridors, drainageways and waterways surrounding the City.

Policy 20.10: The City and County will limit cut and fill work along hillsides. In areas where cut and fill is necessary to provide safe access to development, the City may require landscape improvements to reduce the visual impact of such work.

Goal 21: To minimize the loss of life and property by avoiding inappropriate development in natural hazard areas.

Policy 21.2: The City and County will prohibit development in or near natural hazard areas, unless measures are undertaken to mitigate the risk of injury to persons and the loss of property. Development in floodplains and/or drainage areas, steep slope areas, geological fault areas, and other dangerous or undesirable building areas will be controlled through the development regulations.

Policy 21.3: The City and County will encourage the preservation of natural hazard areas for use as habitat and open space areas.

5. 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 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

The RSF-R zoning is consistent with the Growth Plan and prior County zoning.

10. The community or neighborhood will benefit from the proposed zone.

The RSF-R zoning is consistent with the Growth Plan and prior County zoning.

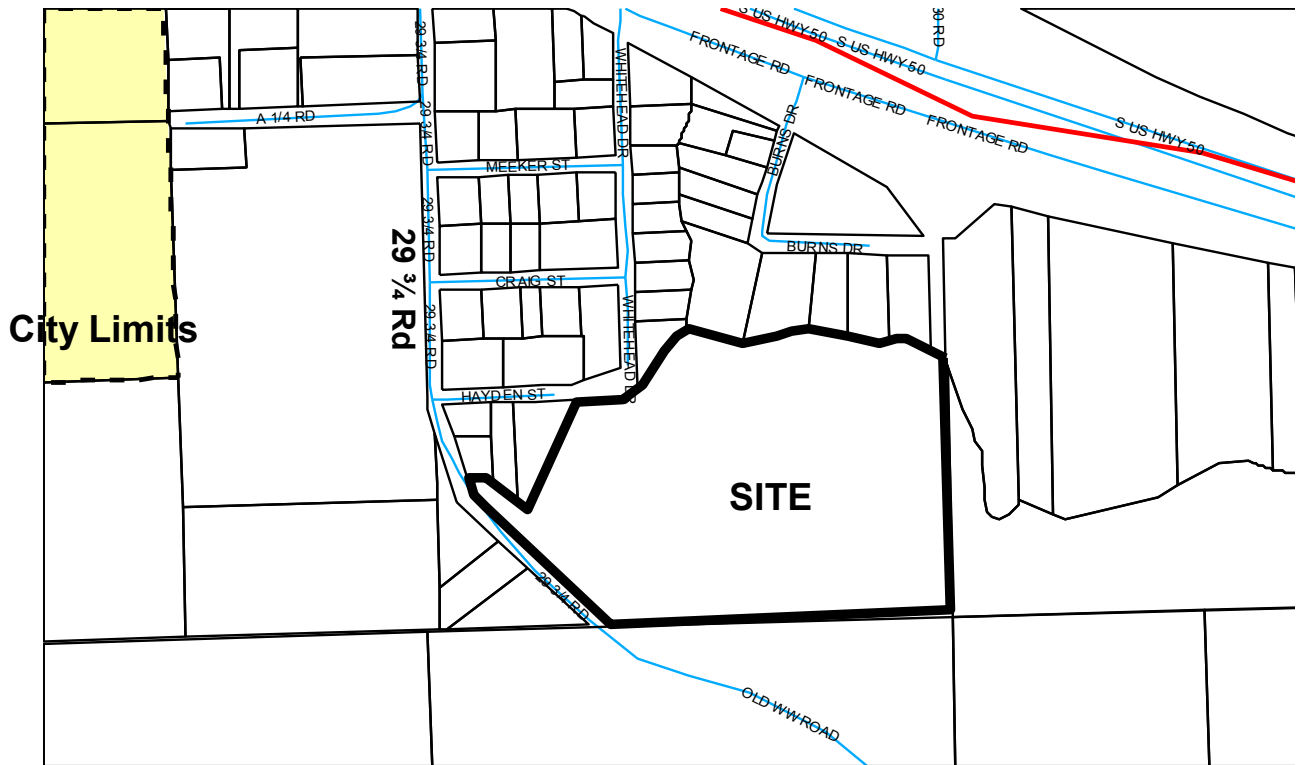
STAFF RECOMMENDATION

Staff recommends approval of the RSF-R zone district, with the finding that the proposed zone district is consistent with the Growth Plan and with Sections 2.6 and 2.14 of the Zoning and Development Code.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission recommended approval of the zone of annexation to the City Council, finding the zoning to the RSF-R 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.

Site Location Map

Figure 1



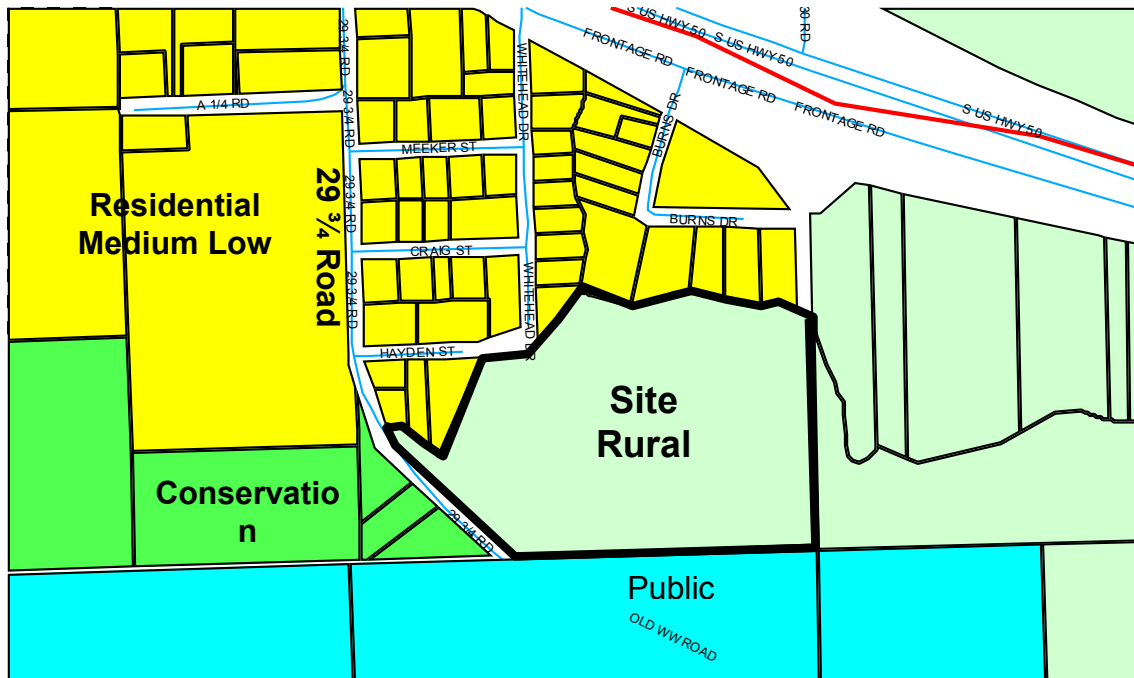
Aerial Photo Map

Figure 2



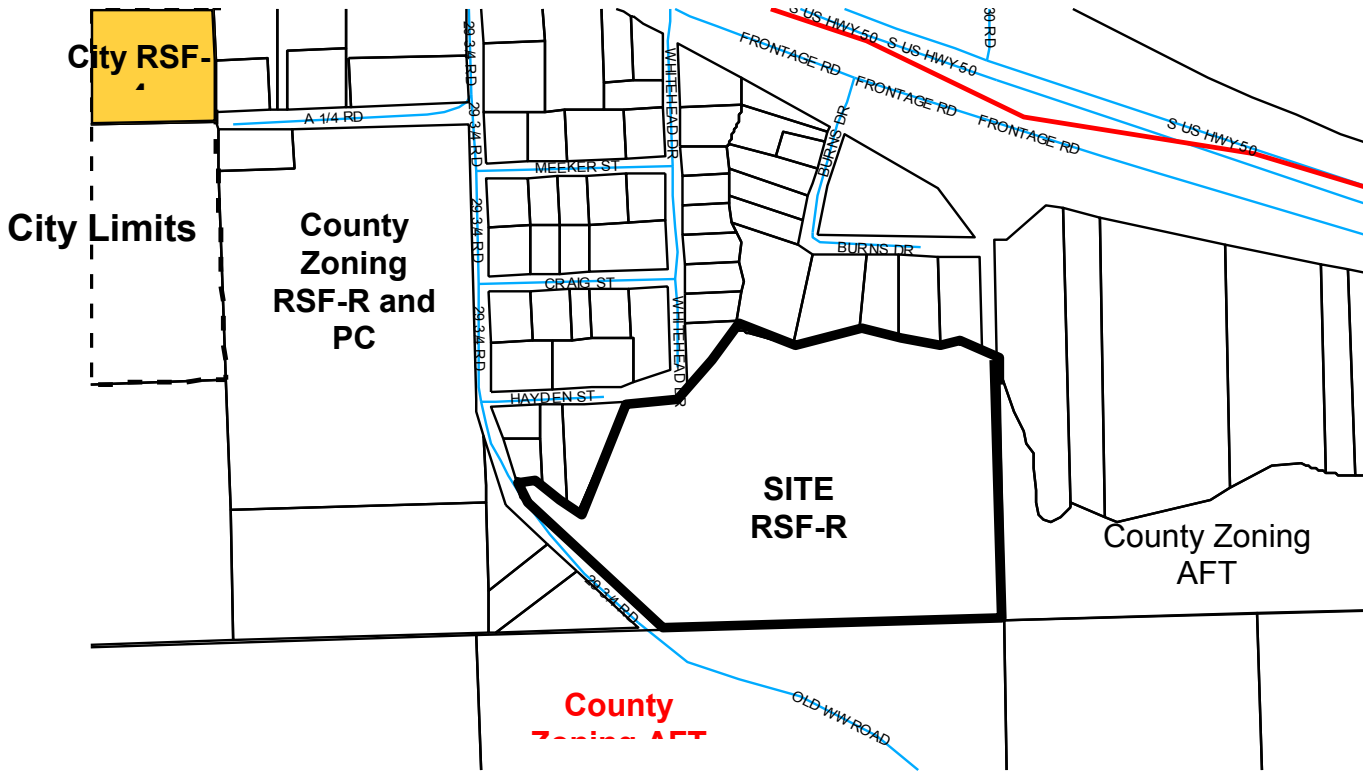
Future Land Use Map

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."

**GRAND JUNCTION PLANNING COMMISSION
FEBRUARY 22, 2005 MINUTES
7:01 p.m. to 9:05 p.m.**

The regularly scheduled Planning Commission hearing was called to order at 7:01 p.m. by Chairman Paul Dibble. The public hearing was held in the City Hall Auditorium.

In attendance, representing the City Planning Commission, were Paul Dibble (Chairman), Roland Cole, Tom Lowrey, Bill Pitts, Lynn Pavelka-Zarkesh, William Putnam and John Redifer.

In attendance, representing the City's Community Development Department, were Bob Blanchard (Community Development Director), Kathy Portner (Planning Manager), Pat Cecil (Development Services Supervisor), Ronnie Edwards (Assoc. Planner), Lori Bowers (Sr. Planner), and Scott Peterson (Assoc. Planner).

Also present were Jamie Kreiling (Asst. City Attorney), and Eric Hahn and Laura Lamberty (Development Engineers).

Terri Troutner was present to record the minutes.

There were approximately 26 interested citizens present during the course of the hearing.

I. ANNOUNCEMENTS, PRESENTATIONS AND/OR VISITORS

There were no announcements, presentations and/or visitors.

Available for consideration were the minutes of the January 25, 2005 public hearing.

MOTION: (Commissioner Lowrey) "Mr. Chairman, I move that they [the minutes of January 25, 2005] be approved."

Commissioner Pitts seconded the motion.

A vote was called and the motion passed by a vote of 4-0, with Commissioners Putnam, Redifer and Cole abstaining.

III. CONSENT AGENDA

Available for consideration were items VR-2004-281 (Vacation of Right-of-Way--the North/South Alley at 7th and Ute), VR-2002-200 (Vacation of Right-of-Way--Winters Avenue), FP-2004-258 (Final Plan--The Knolls Subdivision, Filing 7), GPA-2004-191 (Zone of Annexation--Fisher Annexation), GPA-2004-205 (Zone of Annexation--Manor Road Subdivision), ANX-2005-005 (Zone of Annexation--Sycamore Creek Annexation), and ANX-2004-308 (Zone of Annexation--Catlin Annexation). Chairman Dibble briefly explained the nature of the Consent Agenda and invited the public, planning commissioners, and staff to speak up if they wanted one or more of the items pulled for additional discussion.

Ms. Bowers requested that item FP-2004-258 be pulled from Consent and continued to the March 8, 2005 public hearing.

No objections were received from the audience, planning commissioners, or staff on any of the remaining items.

MOTION: (Commissioner Cole) "Mr. Chairman, I would move [for] continuance of the item FP-2004-258 to the March 8 meeting."

Commissioner Pitts seconded the motion.

A vote was called and the motion passed unanimously by a vote of 7-0.

MOTION: (Commissioner Pitts) "Mr. Chairman, I move we approve the Consent Agenda as presented with the exception of item 3, FP-2004-258."

Commissioner Cole seconded the motion.

A vote was called and the motion passed unanimously by a vote of 7-0.

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

**AN ORDINANCE ZONING THE FISHER ANNEXATION NO. 2 TO RSF-R
(RESIDENTIAL SINGLE FAMILY, RURAL),
LOCATED AT 104 29 ¾ 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 Fisher Annexation to the RSF-R zone district.

After public notice and public hearing, the Grand Junction City Council finds that the RSF-R zone district meets the recommended land use category as shown on the Future Land Use map and the Growth Plan's goals and policies, and 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 is zoned RSF-R, Residential Single Family, Rural, with a density not to exceed 5 acres per unit:

FISHER ANNEXATION NO. 2

A certain parcel of land lying in the Southeast Quarter (SE 1/4) of Section 32, 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 of the Southeast Quarter (NW 1/4 SE 1/4) of said Section 32 and assuming the North line of the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of said Section 32 bears N 89°29'32" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N 89°29'32" E along the North line of the SE 1/4 SE 1/4 of said Section 32, a distance of 2.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, N 00°07'03" W along a line 2.00 feet East of and parallel with, the East line of the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of said Section 32, a distance of 659.02 feet; thence S 63°44'41" E a distance of 20.09 feet; thence S 00°07'03" E along a line 20.00 feet East of and parallel with, the East line of the NW 1/4 SE 1/4 of said Section 32, a distance of 649.97 feet to a point on the North line of the SE 1/4 SE 1/4 of said Section 32; thence S 00°01'28" E along a line 20.00 feet East of and parallel with, the West line of the SE 1/4 SE 1/4 of said Section 32, a distance of 745.03 feet, more or less, to a point being the Northwest corner of Lot 1, Block 4, Burns Subdivision, as same is recorded in Plat Book 7, Page 63, Public Records of Mesa County, Colorado; thence S 16°04'09" E along the West line of said Lot 1 (being common with the East

right of way for Whitewater Road (29-3/4 Road)), a distance of 205.22 feet; thence along the North line of Lot 1, Block 9 of said Burns Subdivision, the following sixteen (16) courses:

1. N 83°00'04" E a distance of 50.49 feet; thence...
2. S 48°55'45" E a distance of 132.59 feet; thence...
3. N 25°51'43" E a distance of 312.51 feet; thence...
4. N 89°29'32" E a distance of 113.81 feet; thence...
5. N 27°03'40" E a distance of 88.00 feet; thence...
6. N 45°23'47" E a distance of 184.86 feet; thence...
7. S 70°51'42" E a distance of 146.80 feet; thence...
8. N 80°40'50" E a distance of 87.29 feet; thence...
9. N 68°32'18" E a distance of 53.73 feet; thence...
10. N 87°16'18" E a distance of 60.00 feet; thence...
11. S 76°09'42" E a distance of 61.60 feet; thence...
12. S 75°15'42" E a distance of 61.87 feet; thence...
13. S 78°21'42" E a distance of 50.92 feet; thence...
14. N 83°25'18" E a distance of 50.28 feet; thence...
15. S 73°38'42" E a distance of 51.96 feet; thence...
16. S 56°49'42" E a distance of 64.05 feet, more or less, to a point on the East line of the SE 1/4 SE 1/4 of said Section 32;

thence S 00°14'18" W along the East line of the SE 1/4 SE 1/4 of said Section 32, a distance of 687.66 feet to the Southeast corner of said Section 32; thence S 89°58'35" W along the South line of the SE 1/4 SE 1/4 of said Section 32, a distance of 930.47 feet to a point being the Southeast corner of Lot 1, Block 8 of said Burns Subdivision; thence N 45°20'00" W along the Northeasterly line of said Lot 1, Block 8, a distance of 451.91 feet; thence N 16°04'09" W a distance of 186.59 feet to a point on the West line of the SE 1/4 SE 1/4 of said Section 32; thence N 00°01'28" E, along the West line of the SE 1/4 SE 1/4 of said Section 32, a distance of 161.34 feet; thence S 89°58'32" E a distance of 2.00 feet; thence N 00°01'28" E along a line 2.00 feet East of and parallel with, the West line of the SE 1/4 SE 1/4 of said Section 32, a distance of 658.50 feet, more or less, to the Point of Beginning.

CONTAINING 17.886 Acres (779,137.0 Sq. Ft.), more or less, as described.

Introduced on first reading this 2nd day of March, 2005.

PASSED and ADOPTED on second reading this ___ day of _____, 2005.

Mayor

ATTEST:

City Clerk

Attach 24
Public Hearing – Zoning the Manor Annexation
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Zoning the Manor Annexation, located at the NE corner of 26 ½ Road and I Road					
Meeting Date	March 16, 2005					
Date Prepared	March 4, 2005				File # GPA-2004-205	
Author	Kathy Portner		Planning Manager			
Presenter Name	Kathy Portner		Planning Manager			
Report results back to Council	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes	When	
Citizen Presentation	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	Name	
	Workshop	<input checked="" type="checkbox"/>	Formal Agenda		<input type="checkbox"/>	Consent <input checked="" type="checkbox"/> Individual Consideration

Summary: Hold a public hearing and consider final passage of the zoning Ordinance to zone the 11 acre Manor Annexation, located at the NE corner of 26 ½ Road and I Road, RSF-4 (Residential Single Family, 4 units per acre).

Budget: N/A

Action Requested/Recommendation: Hold a public hearing to consider final passage of the zoning ordinance.

Background Information: See attached Staff Report

Attachments:

Staff Report/Background Information
 Site Location Map/Aerial Photo
 Future Land Use Map/Existing City and County Zoning Map
 Planning Commission Minutes
 Citizen Comment Letter
 Ordinance

STAFF REPORT / BACKGROUND INFORMATION				
Location:		NE corner of 26 ½ Road and I Road		
Applicants:		Manor Road, LLC; Balaz & Associates		
Existing Land Use:		Undeveloped		
Proposed Land Use:		Residential, 2 to 4 units per acre		
Surrounding Land Use:	North	Rural, 5 acres per unit		
	South	Residential, 2-4 units per acre		
	East	Rural and Public (Airport)		
	West	Estate, 2 to 5 acres per unit		
Existing Zoning:		RSF-R (Residential Single Family, Rural, 5 acres per unit)—County zoning		
Proposed Zoning:		RSF-4 (Residential Single Family, 4 units per acre)		
Surrounding Zoning:	North	AFT (Agricultural, Forestry, Transitional)—County zoning		
	South	RSF-4		
	East	AFT		
	West	AFT		
Growth Plan Designation:		Residential Medium Low, 2-4 u/a		
Zoning within density range?	x	Yes		No

Staff Analysis:

1. Background

The property was annexed into the City of Grand Junction pursuant to the Persigo Agreement, with an effective date of December 19, 2004. At the annual joint Persigo meeting of the Grand Junction City Council and Mesa County Board of County Commissioners on August 12, 2004, the Persigo 201 sewer service boundary was amended to include this property. So, the property can now be served by sewer.

A Growth Plan Amendment was approved for the property in December of 2004, changing the Future Land Use designation from Rural (one unit per five acres) to Residential Medium Low (2-4 units per acre). The applicant is requesting a zoning of RSF-4 (Residential Single Family, 4 units per acre).

The Grand Vista subdivision, just to the south of the subject property, was approved in 2002. Grand Vista is a single family development with a density of approximately 4

units per acre. The subdivision has homes fronting on I Road and provides a sewer line in I Road that could be utilized by the property to the north.

A small portion of the property falls within the Airport Critical Zone. Table 7.3 of the Zoning and Development Code currently indicates that residential densities greater than one unit per five acres can be considered in the critical zone with a Conditional Use Permit. However, Note 1 indicates that, where possible, clustering of homes outside of the Critical Zone shall be used. There is ample space on this parcel to develop the site outside of the Critical Zone. In addition, a portion of the site falls within the 60-65 decibel noise contour, but not within the 65-70 decibel noise contour. There are no specific regulations pertaining to the 60-65 decibel levels, but the airport and City will recommend that noise mitigation measures be taken in the construction of the homes. All of the property falls within the Airport Area of Influence, which is an extensive area impacted by aircraft overflight, noise and/or vibrations. The current Code requires a Conditional Use Permit for residential development with densities greater than one unit per five acres in the Area of Influence.

2. Consistency with the Growth Plan:

The Growth Plan designates this property as Residential Medium Low, 2-4 units per acre. There are two zone districts that can be considered within that range, RSF-2 (Residential Single Family, 2 units per acre) and RSF-4 (Residential Single Family, 4 units per acre). The applicant is requesting RSF-4.

3. Section 2.6.A of the Zoning and Development Code:

Zone requests must meet all of the following criteria for approval:

1. *The existing zoning was in error at the time of adoption;*

The 1996 plan did show this property as being within the Urban Growth Boundary, but designated it as Rural. The property was only recently included in the Persigo 201 boundary.

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.:*

The recent inclusion of the property in the Persigo 201 sewer service boundary and the Growth Plan Amendment to Residential Medium Low would allow for this property to develop at urban densities.

3. *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 RSF-4 zone district would allow for this property to develop similar to the Grand Vista Subdivision to the south.

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;*

The North Central Valley Plan calls for urban densities and uses within the Urban Growth Boundary, which at the time the plan was adopted, included this property.

The following goals and policies from the Growth Plan also support the proposed change:

Goal 4: To coordinate the time, location and intensity of growth with the provision of adequate public facilities.

Policy 4.1: ...The City will limit urban development in the Joint Planning Area to locations within the urban Growth Boundary with adequate public facilities as defined in the City Code.

Policy 4.3: The City and County may, by mutual agreement and plan amendment, expand the boundaries of the Urbanizing Area when the urban facilities and services can be provided in a cost effective manner. The City and County may, by mutual agreement, amend the Urban Growth Boundary to adjust the community's supply of urban land to better achieve community goals.

Goals 5: To ensure that urban growth and development make efficient use of investments in streets, utilities and other public facilities.

Policy 5.2: The City will encourage development that uses existing facilities and is compatible with existing development.

Policy 5.3: ...Development in areas which have adequate public facilities in place or which provide needed connections of facilities between urban development areas will be encouraged. Development that is separate from existing urban services ("leap-frog" development) will be discouraged.

5. *Adequate public facilities and services are available or will be made available concurrent with the projected impacts of the proposed development.*

Public and community facilities are adequate to serve the proposed residential density. Needed infrastructure is in place or can reasonably be extended to serve the parcel.

6. *There is not an adequate supply of land available in the neighborhood and surrounding area to accommodate the zoning and community needs; and*

The proposal is a logical extension of the RSF-4 zone district.

7. *The community or neighborhood will benefit from the proposed zone.*

The proposed RSF-4 zoning will better utilize the sewer service that has been made available to the property. The parcel is bordered by two properties to the north, one owned by Walker Field Airport with the canal separating the parcels, and one other privately owned piece, the majority of which is located within the Airport Critical Zone. Through the subdivision review process, compatibility with the parcels to the north will be determined.

FINDINGS OF FACT/CONCLUSIONS

After reviewing GPA-2004-205, zoning the Manor Annexation, staff makes the following findings of fact and conclusions:

2. The proposed RSF-4 zoning is consistent with the purpose and intent of the Plan.
3. The review criteria in Section 2.6 of the Zoning and Development Code have all been met.

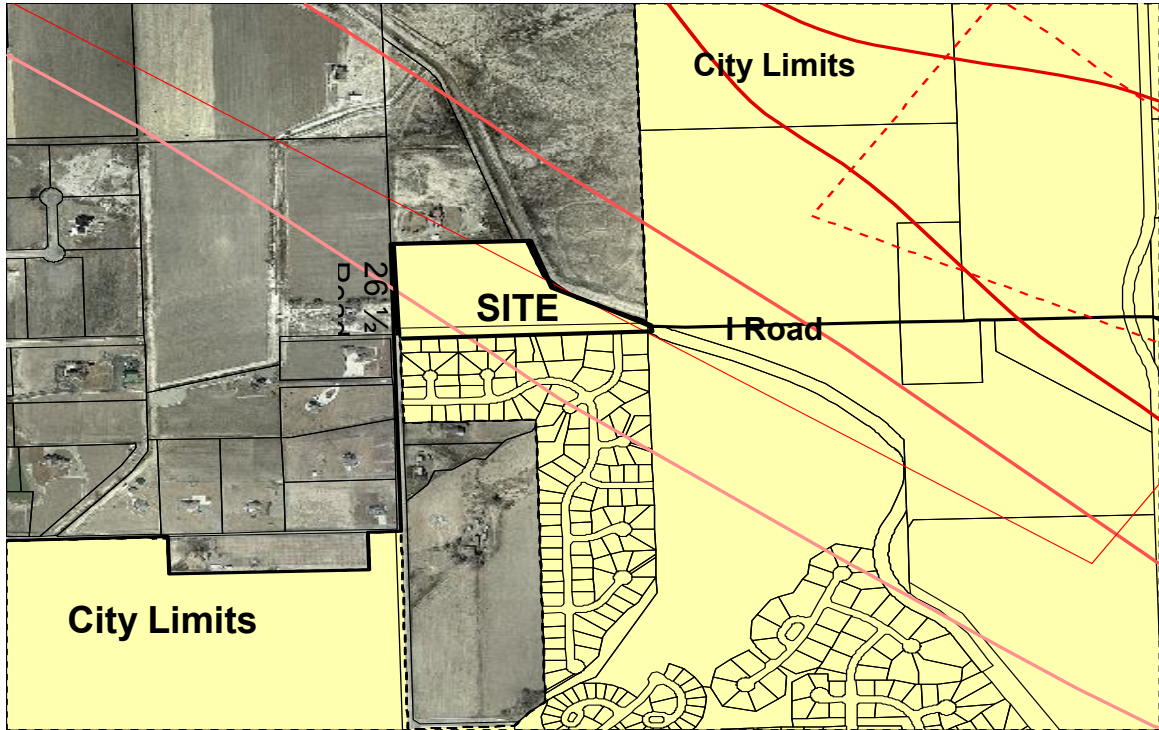
STAFF RECOMMENDATION

Staff recommends approval of the RSF-4 zone district, with the finding that the proposed zone district is consistent with the Growth Plan and with Sections 2.6 and 2.14 of the Zoning and Development Code.

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 and Sections 2.6 and 2.14 of the Zoning and Development Code.

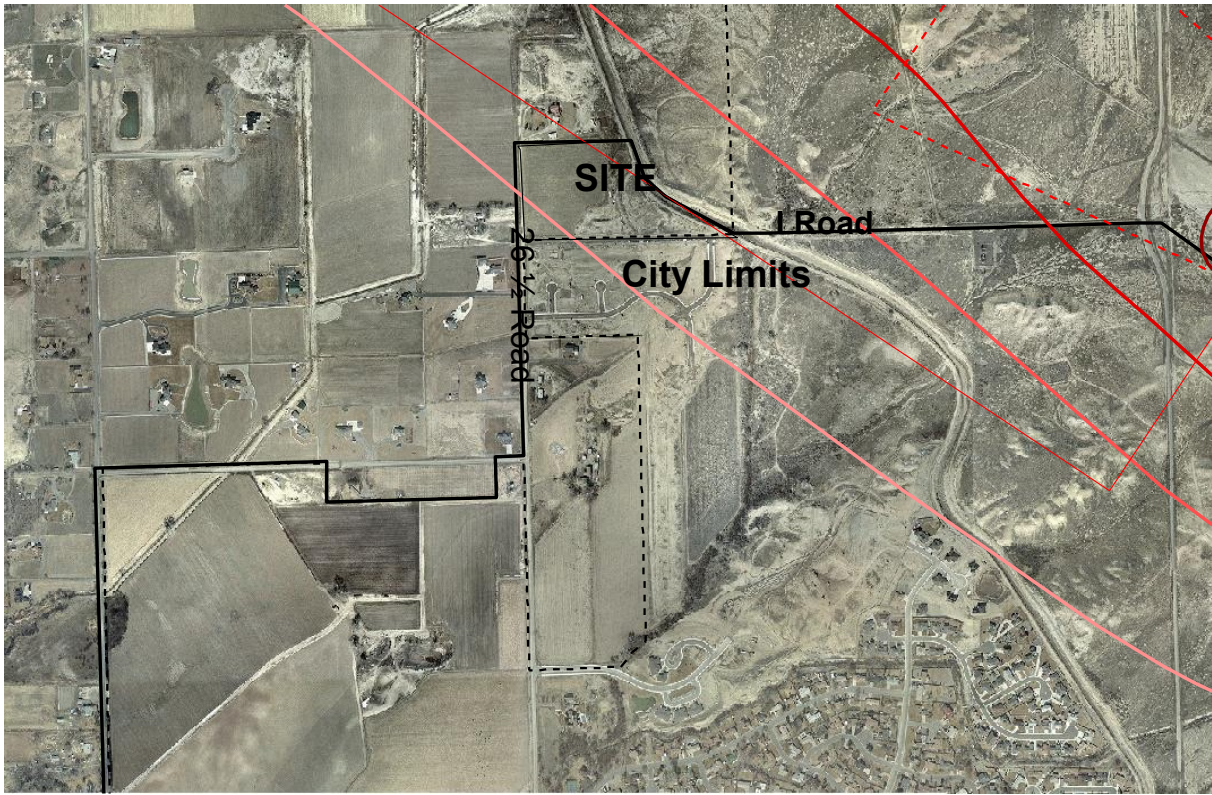
Site Location Map

Figure 1



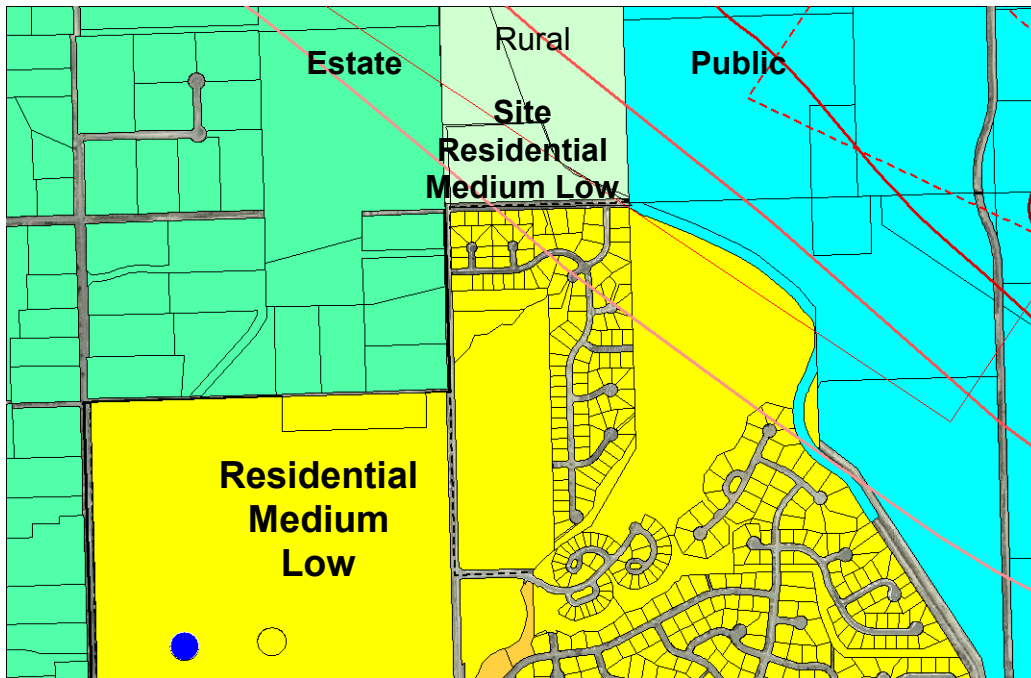
Aerial Photo Map

Figure 2



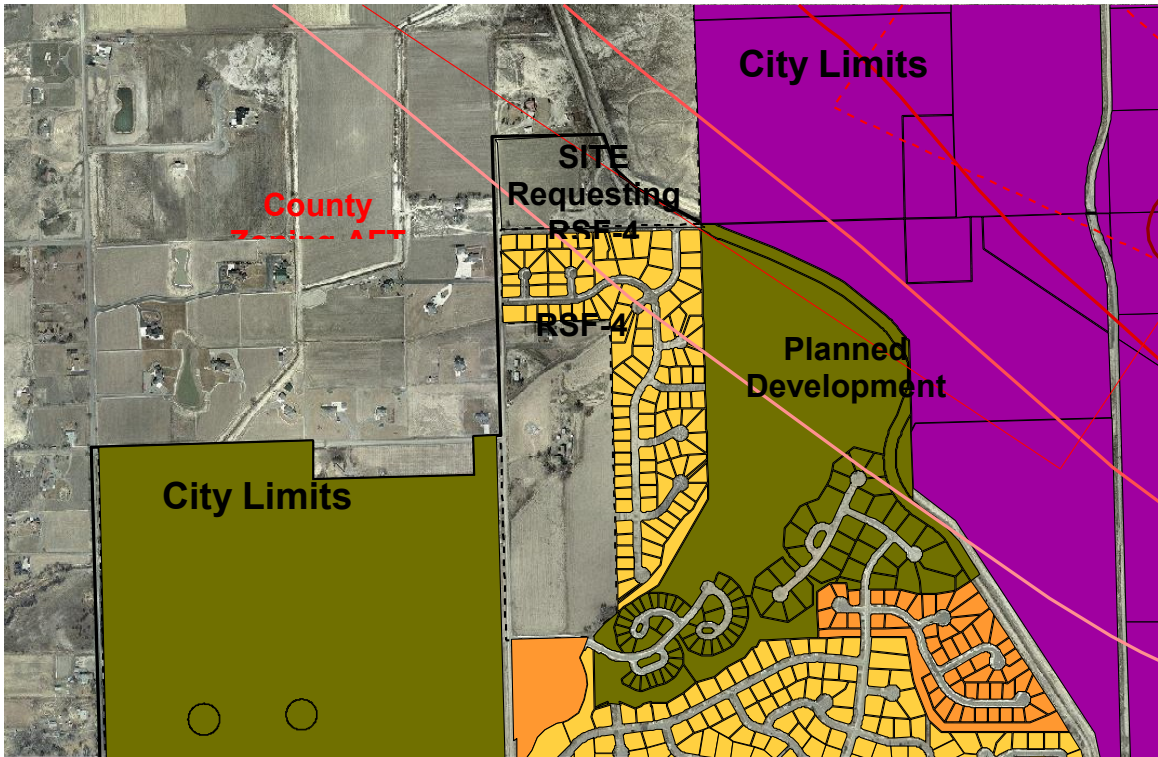
Future Land Use Map

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."

**GRAND JUNCTION PLANNING COMMISSION
FEBRUARY 22, 2005 MINUTES
7:01 p.m. to 9:05 p.m.**

The regularly scheduled Planning Commission hearing was called to order at 7:01 p.m. by Chairman Paul Dibble. The public hearing was held in the City Hall Auditorium.

In attendance, representing the City Planning Commission, were Paul Dibble (Chairman), Roland Cole, Tom Lowrey, Bill Pitts, Lynn Pavelka-Zarkesh, William Putnam and John Redifer.

In attendance, representing the City's Community Development Department, were Bob Blanchard (Community Development Director), Kathy Portner (Planning Manager), Pat Cecil (Development Services Supervisor), Ronnie Edwards (Assoc. Planner), Lori Bowers (Sr. Planner), and Scott Peterson (Assoc. Planner).

Also present were Jamie Kreiling (Asst. City Attorney), and Eric Hahn and Laura Lamberty (Development Engineers).

Terri Troutner was present to record the minutes.

There were approximately 26 interested citizens present during the course of the hearing.

I. ANNOUNCEMENTS, PRESENTATIONS AND/OR VISITORS

There were no announcements, presentations and/or visitors.

Available for consideration were the minutes of the January 25, 2005 public hearing.

MOTION: (Commissioner Lowrey) "Mr. Chairman, I move that they [the minutes of January 25, 2005] be approved."

Commissioner Pitts seconded the motion.

A vote was called and the motion passed by a vote of 4-0, with Commissioners Putnam, Redifer and Cole abstaining.

III. CONSENT AGENDA

Available for consideration were items VR-2004-281 (Vacation of Right-of-Way--the North/South Alley at 7th and Ute), VR-2002-200 (Vacation of Right-of-Way--Winters Avenue), FP-2004-258 (Final Plan--The Knolls Subdivision, Filing 7), GPA-2004-191 (Zone of Annexation--Fisher Annexation), GPA-2004-205 (Zone of Annexation--Manor Road Subdivision), ANX-2005-005 (Zone of Annexation--Sycamore Creek Annexation), and ANX-2004-308 (Zone of Annexation--Catlin Annexation). Chairman Dibble briefly explained the nature of the Consent Agenda and invited the public, planning commissioners, and staff to speak up if they wanted one or more of the items pulled for additional discussion.

Ms. Bowers requested that item FP-2004-258 be pulled from Consent and continued to the March 8, 2005 public hearing.

No objections were received from the audience, planning commissioners, or staff on any of the remaining items.

MOTION: (Commissioner Cole) "Mr. Chairman, I would move [for] continuance of the item FP-2004-258 to the March 8 meeting."

Commissioner Pitts seconded the motion.

A vote was called and the motion passed unanimously by a vote of 7-0.

MOTION: (Commissioner Pitts) "Mr. Chairman, I move we approve the Consent Agenda as presented with the exception of item 3, FP-2004-258."

Commissioner Cole seconded the motion.

A vote was called and the motion passed unanimously by a vote of 7-0.

Community Development - Manor Road "Subdivision"

From: <NEWTBURK@aol.com>
To: <commdev@gjcity.org>
Date: 2/17/2005 10:54 AM
Subject: Manor Road "Subdivision"

Dear Planning Commission Memebers:

I wish to, again, voice my opposition to four houses per acre as has been proposed in the agenda for Feb 22, 2005. Twenty six and one half (26 1/2) Road is the ONLY access and is already overloaded with traffic. The Grand Vista Subdivision is busily overloading the roads and destroying the rural nature of the neighborhood.

The airport will cause many more complaints as military and commercial aircraft fly over the area proposed for Manor Road on a regular basis.

There is a bad seepage problem at the east end of the property caused by the Highline Canal.

A subdivision density of four houses per acre would be very bad planning for the particular area proposed. I urge you to deny the petition for four houses per acre.

I am enclosing a copy of the letter I wrote City Council in November, 2004.

Sincerely,

J. N. Burkhalter

J. N. Burkhalter
908 26 1/2 Road
Grand Junction, CO 81506
970-245-6097, H; 970-243-6060, W

October 28, 2004

Ms. Kathy Portner
City of Grand Junction
250 North 5th Street
Grand Junction, CO 81501

Re: GPA-2004-205
Manor Road Subdivision
NE Corner of 261/2 & I Roads

Dear Ms. Portner:

I wish to go on record as being VIGOROUSLY opposed to the referenced subdivision as proposed. Four houses per acre is an abomination to country living. It will add greatly to the traffic congestion already existing in the neighborhood. A subdivision with that density will totally destroy the rural nature that has existed in the neighborhood since the beginning of settlement in the Grand Valley.

A subdivision with a density of four houses per acre adjacent to my home property will destroy my quality of life. Please consider the neighbors and the neighborhood when you are considering a decision on this zoning request.

Very truly yours,


J. N. Burkhalter

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

AN ORDINANCE ZONING THE MANOR ANNEXATION TO RSF-4 (RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE), LOCATED AT THE NE CORNER OF 26 ½ ROAD AND I 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 Manor Annexation to the RSF-4 zone district.

After public notice and public hearing, the Grand Junction City Council finds that the RSF-4 zone district meets the recommended land use category as shown on the Future Land Use map and the Growth Plan's goals and policies, and 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 is zoned RSF-4, Residential Single Family, with a density not to exceed 4 units per acre:

**PERIMETER BOUNDARY LEGAL DESCRIPTION
MANOR ANNEXION**

A certain parcel of land lying in the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of Section 23, Township 1 North, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the South Quarter (S 1/4) corner of said Section 23 and assuming the South line of the SW 1/4 SE 1/4 of said Section 23 bears S 89°54'21" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N 00°02'14" W, along the West line of the SW 1/4 SE 1/4 of said Section 23 a distance of 30.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue N 00°02'14" W along the West line of the SW 1/4 SE 1/4 of said Section 23, a distance of 566.00 feet; thence N 89°54'21" E a distance of 706.24 feet to a point on the centerline of the Highline Canal; thence S 18°47'24" E along said centerline, a distance of 166.77 feet to the beginning of a 409.23 foot radius curve, concave Northeast, whose long chord bears S 42°21'02" E with a long chord length of 327.15 feet; thence 336.56 feet Southeasterly along the arc of said curve, being the centerline of said Highline Canal, through a central angle of 47°07'16"; thence S 65°54'40" E along said centerline, a distance of 369.38 feet, more or less, to a point on the East line of the SW 1/4 SE 1/4 of said Section 23; thence S 00°01'36" E along the East line of the SW 1/4 SE 1/4 of said Section 23, a distance of 14.57 feet; thence S 89°54'21" W along a line 30.00 feet North of and parallel to, the South line of the SW 1/4 SE 1/4 of said Section 23, a distance of 1317.20 feet, more or less, to the Point of Beginning.

CONTAINING 11.753 Acres (511,953.3 Sq. Ft.), more or less, as described.

Introduced on first reading this 2nd day of March, 2005.

PASSED and ADOPTED on second reading this ____ day of _____, 2005.

Mayor

ATTEST:

City Clerk

Attach 25**Public Hearing – Submitting the Question of a Cable TV Franchise
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA								
Subject	Cable Television Franchise Agreement							
Meeting Date	16 March 2005							
Date Prepared	9 March 2005				File #			
Author	John Shaver, City Attorney & Kelly Arnold, CM							
Presenter Name	John Shaver, City Attorney & Kelly Arnold, CM							
Report results back to Council		No		Yes	When			
Citizen Presentation		Yes		No	Name			
	Workshop	X	Formal Agenda			Consent	X	Individual Consideration

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

Action Requested/Recommendation: Hold a Public Hearing and Consider Final Passage and Final Publication in pamphlet form of the proposed People's Ordinance.

Attachments:

Memo from Dave Varley

Memo Re: Petition

Proposed People's Ordinance and 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. The measure is on the ballot for April 5, 2005.

TO: MAYOR AND CITY COUNCIL
FROM: DAVID VARLEY, ACM AND JOHN SHAVER, CITY ATTORNEY
DATE: 28 FEBRUARY 2005
SUBJECT: ADDITIONAL CABLE TV FRANCHISE INFORMATION

Recently, several questions have arisen regarding the proposed franchise agreement with Bresnan. This summarizes some of those questions and provides additional information regarding the issues.

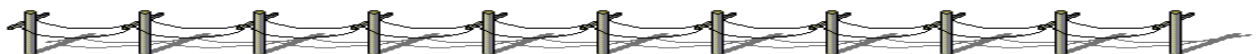
Section 611 of the 1984 Cable Act authorizes three types of access channels. These include Public, Educational and Governmental and are generally referred to as "PEG" channels. A franchising authority *may* require that channel capacity be designated for public, educational or governmental use. The city may also require rules and procedures for the use of such channel capacity; however, many policy, management and first amendment issues can arise once a "Public" channel is provided. The public access channel largely shows programming produced or sponsored by local residents. The City cannot discriminate from airing programming based on several factors such as religion and race but also residency. This means that a people from outside our area could expect to receive airtime on a "Public Access" channel.

The educational channel shows programming of value to local schools. The governmental channel is reserved for programming about local government actions. The majority of this governmental programming tends to be coverage of governmental meetings; other important categories can be covered such as educational and training tapes on relevant topics, current affairs, announcements of public events, explanations of city services and debates and reports from elected and appointed officials.

There are ways other than public access to provide locally produced television. A separate non-profit organization can be formed similar to the public channel in Durango or a private individual could start up a station.

The hearing on March 16th is a second reading of the people's ordinance and accordingly City Council may amend the people's ordinance as it sees fit. Conceivably those amendments could change the ballot question but it would be unlikely that the amendment(s) would be so far reaching as to require the question to be changed. Changing the proposed franchise to recognize/allow "public" access would not require a change in the ballot question. Also, the franchise may be amended once it is adopted; however, amendments will require voter approval.

Without amendments to the proposed agreement the franchise fee can be increased and the access channel is restricted to government and education; if certain amendments are made to the agreement then the franchise fee could be increased to an amount equal to that of any other City Bresnan serves under a franchise and the access channel would be available for government, education and public use.



The issues of public access are significant and careful consideration is appropriate. The legal issues are much less complicated than the policy/management issues that will arise if the public access component is allowed in the franchise.

A recent article in CML's magazine described how some municipalities are using cable television. Some of the important points in the article are the following:

- Many cities, such as Arvada, Thornton and Lakewood put their programming on their government access channel, not a separate channel. Many of the metro cities cooperate with the various local government access channels to get "more bang for their buck". Many of these cities share programming to help reduce their costs. Even with this sharing arrangement Lakewood has a budget of \$150,000 and two full-time staff people. Denver, along with many other government access channels, supplements its locally produced programming with acquired content programming which can be very low or no cost.
- The article states that "It's possible to start with a capital investment of less than \$100,000 and one to two dedicated employees, so long as research is done properly ahead of time.
- Typically, franchise holders ask their cable provider for \$0.50 per cable subscriber per month and this cost can be passed on to the customers. (The City can discuss contributions from Bresnan for a PEG channel but these costs will be passed on to the customers.)
- Federal law only allows PEG contributions to be used for capital expenses and not for operations or staffing.

Section 622 of the 1984 Cable Act 47 U.S.C. § 542, limits franchise fees to a **maximum of 5%** of a cable operator's gross revenues.

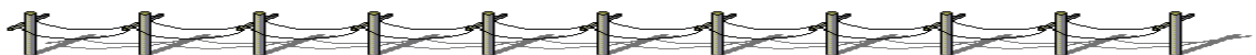
CLOSED CAPTIONING: On August 7, 1997, the FCC adopted rules for video closed captioning in which it declined to exempt PEG programming as a class, but effectively exempted such programming from captioning requirements by providing that "(n)o video programming provider will be required to expend any money to caption any channel of video programming producing annual gross revenues of less than \$3,000,000..." *Closed Captioning and Video Description of Video Programming*, Report and Order, NM Docket No. 95-176, released August 22, 1997, ¶ 164.

There are a variety of ways cities handle the issue of cable television franchises and the provision of PEG channels. The following are cited as a way to show the different approaches taken by different jurisdictions.

DURANGO, COLORADO: Durango has two stations, a non-profit public station and a station run exclusively by the City of Durango. The City channel is staffed by the Assistant City Manager and by a contracted technical expert. It shows mostly City meetings and slides with city information.

The public channel has an annual budget of \$85,000 and has 1.5 employees. A little more than one-half of their budget comes from the City of Durango. Durango's franchise fee of 4% is deposited into their general fund.

ASPEN, COLORADO: The first community TV station started in the early 1970s. This had been a PEG station, but they recently spun off the G portion to make more room for public programming. Their station serves three governments (Aspen, Pitkin Co., Snowmass) and



meetings were taking up most of the schedule so they created a second station that's basically dedicated to the governments.

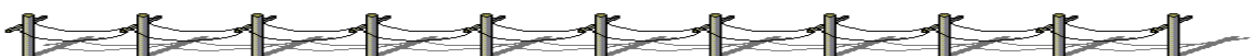
Their total annual budget for both stations is \$400,000. Approximately 1/3 comes from Aspen and Pitkin County. The station is a separate, non-profit entity that must apply for funding from the local governments. The rest of their funding comes from user fees and underwriters. The station has 3.5 staff plus one intern. Aspen's franchise fee is 5%. When Aspen last negotiated its franchise agreement, the cable company gave each government a \$150,000 signing bonus to be used for broadcast capital equipment.

NOBLESVILLE, INDIANA: Rick Vanderweilen in Noblesville Indiana runs a local access channel in a few adjoining communities in Indiana (Fishers, Noblesville and Tipton.) Altogether, his access channel reaches about 33,000 customers. The access channel runs on Insight Communications. He started this from scratch three years ago. He said his equipment start up costs were \$100,000. This didn't include studio, staffing etc. Since then he has added about \$50,000 more. The cost of his portable editing trailer (needed if you are going to insert from remote locations) was \$20,000. Mr. Vanderweilen consulted recently with the city of Anderson, Indiana on creating a local access channel. The city of Anderson has about 16,000 customers in the franchise and another 5,000 in unincorporated county areas. The city elected not to move forward when the estimated start-up costs came in at \$250,000.

MADISON, WISCONSIN: A 1996 study estimated a need for \$650,000 to upgrade the city's production facilities. There is also a separate provider for public access call WYOU Community Television, Inc. The study estimates its capital needs at \$150,500 for improved video production equipment and about \$76,400 for office and facility needs. WYOU required a one time capital contribution of \$200,000.

LAKESWOOD, COLORADO: They have government programming only with no public access. They built a studio for \$100,000 and share it with other local governments. They have a staff of two full time employees. They don't produce any shows as a series, rather they just produce programs as needed. Their annual budget is \$145,000 and is funded by a \$.50 per subscriber PEG fee on every cable bill. This is in addition to the franchise fee. They work with the school district and show a considerable amount of school-related programming.

BROOMFIELD, COLORADO: They used to allow public programming but they have cut back to government only. They have one full time staff person. They are concerned that only about 35% of their households are cable subscribers so 65% of their citizens don't have access to any of the programming being produced.





MEMORANDUM

TO: Council President Hill and Members of the City Council

CC: Kelly Arnold, City Manager
John Shaver, City Attorney

FROM: Stephanie Tuin, City Clerk

DATE: March 10, 2005

SUBJECT: Petition Regarding Cable TV Franchise.

Today I received from Eric Niederkruger a "petition" relative to the Cable TV franchise agreement for which you will be holding a public hearing on Wednesday, March 16, 2005 and will go to the voters this election. Rather than copy you a list of names, I will summarize the content of the petition.

The petition states "We, the undersigned, would like to respectfully request that a provision be added to the new cable franchise agreement, to provide for a public access station. We believe that public access station would be an asset to the social, spiritual, and business community, in the growing city of Grand Junction."

There are 62 names on the list, gathered over the last month. There are at least 10 names that have provided out of town addresses or did not provide an address. The rest of the names have not been verified as to residency. I will have the petition with me on Wednesday evening for your review.

PEOPLE'S ORDINANCE NO. _____

A PEOPLE'S 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 CITIZENS RESIDING WITHIN THE CITY OF GRAND JUNCTION 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, permutees, 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. 5th Street
Grand Junction, Colorado 81501

With a copy to:
City of Grand Junction
c/o City Attorney
250 N. 5th 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 People's Ordinance No. 36 and approved by the electorate on April 5, 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: _____